

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your 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.

September 6, 2022 - 8:30 AM

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)*** (*Comments may be time-limited.*)

CLOSED SESSION

2. ***PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957*** – Title: Public Works Director.
3. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE**
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
 6. **PUBLIC COMMENT** (*Comments may be time-limited*)
 7. **COUNTY DEPARTMENT REPORTS**
 8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Ann Harrison, Office Tech III, Information Services; Sara Alden, Integrated Case Worker, Gustavo Ortiz, Bilingual Clerk, Nicholas Pfaff, Social Worker IV, and Alexeya Williams, Prevention Specialist, HHS.
 9. **PROCLAMATION - Supervisor Roeser** - Request Board approve a proclamation declaring September 11, 2022 Patriot Day in Inyo County.

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

10. **Auditor-Controller** - Request Board adopt proposed Resolution 2022-30, accepting the calculations of the appropriation limitation for the County of Inyo for Fiscal Year 2022-2023.
11. **Auditor-Controller** - Request Board approve Resolution No. 2022-31, setting the property tax rates for Fiscal Year 2022-2023, per California Government Code Section 29100.
12. **County Administrator - Economic Development** - Request Board renew delegation of authority for the purchasing agent to lease or rent County-owned property pursuant to Inyo County Code Section 6.24.030.
13. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to terminate the local emergency that was proclaimed in response to the extreme winds in April 2022.
14. **County Administrator - Information Services** - Request Board: A) declare Maverick Networks, Inc., of Pleasanton, CA, a sole-source provider; B) approve the licensing and support agreement between the County of Inyo and Maverick Networks, Inc., of Pleasanton, CA for the provision of Mitel telephone system annual software licensing and hardware maintenance services in an amount not to exceed \$66,350 for the period of September 17, 2022 through September 16, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

16. **Health & Human Services** - Request Board approve Resolution No. 2022-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Repealing Resolution No. 1992-35 and Establishing Certain Procedures Pertaining to the Inyo County Child Abuse Prevention Council," and authorize the Chairperson to sign.
17. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Angela DaRe of Jackson, CA for the provision of Crisis Care Mobile Unit (CCMU) Consulting Services in an amount not to exceed \$155,000.00 for the period of September 6, 2022, through February 14, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Health & Human Services - First 5** - Request Board ratify and approve the contract between the County of Inyo and Bishop Indian Head Start of Bishop, CA, for the provision of First 5 Community Grant services in an amount not to exceed \$13,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
19. **Health & Human Services - First 5** - Request Board ratify and approve the contract between the County of Inyo and Discovery Point Preschool of Bishop, CA, for the provision of First 5 Community Grant services in an amount not to exceed \$17,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
20. **Health & Human Services - Social Services** - Request Board: A) declare Thurmond Consulting, LLC of Sacramento, CA a sole-source provider; B) ratify and approve the contract between the County of Inyo and Thurmond Consulting, LLC of Sacramento, CA for the provision of Continuum of Care Grants Management consulting services in an amount not to exceed \$42,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
21. **Probation** - Request Board approve the agreement between the County of Inyo and Sacred Rok of Yosemite, CA for the provision of nature education and mentoring in an amount not to exceed \$45,000 for the period of October 1, 2022 through April 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **Public Works** - Request Board authorize the Public Works Director to sign Change Order No. 1 (Task Order 8) to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the original contract amount of \$137,956.17 by \$16,574 to a total of \$154,530.17.
23. **Public Works** - Request Board: A) approve the plans and specifications for the Diaz ADA Boat Dock Project and authorize the Public Works Director to advertise the project; and B) authorize the use of Geothermal Royalties to fund the project beyond the available remaining grant.
24. **Public Works** - Request Board: A) approve the contract between the County of Inyo and American Asphalt South, Inc. of Riverside, CA for the provision of microfiber slurry seal asphalt coatings in an amount not to exceed \$457,167.30 for the period of

September 6, 2022 through December 31, 2022, contingent upon the Board's approval of the FY 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) 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.

25. **Public Works - Airports** - Request Board approve proposed Resolution No. 2022-33, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Independence Airport Hangar Demolition," and authorize the Chairperson to sign.
26. **Public Works - Road Department** - Request Board receive written report regarding emergency purchase of John Deere hydraulic pump and accessories.

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

27. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for September 15, 2022.
28. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.
29. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to continue the local emergency that was proclaimed in response to the Fairview Fire in July 2022.
30. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation to terminate the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near record snowpack in 2017 posing extreme peril to the safety of property and persons in Inyo County.
31. **County Administrator - Risk Management** - Request Board waive further reading of proposed Ordinance 1287, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsection (B) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County," and schedule enactment for September 20, 2022, in the Board of Supervisors Chambers, County Administrative Center, Independence.
32. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 16, 2022.

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

- 1 P.M.**
33. **Board of Equalization** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

34. **PUBLIC COMMENT** (Comments may be time-limited)

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - ACTION

35. **Inyo County Fish and Wildlife Commission** - Request Board consider and approve the request from the Bishop Area Chamber of Commerce and Visitors Bureau for \$5,000 from the Fine Fund to help support production of a new Inyo County Fishing Map Brochure, contingent on the approval of the Fiscal Year 2022-2023 Budget.

CORRESPONDENCE - INFORMATIONAL

36. **Treasurer-Tax Collector** - Treasury Status Report - Quarter Ending June 30, 2022
37. **California Department of Alcoholic Beverage Control** - A) Application for Premises to Premises Transfer of On-Sale General Public Premises License from Jon William Zellhoefer to Jon William Zellhoefer for Diamond Lil's, 59 Old Spanish Trail, Suite F, Tecopa, CA; B) Application for Fiduciary Transfer of Small Beer Manufacturer License from Jon William Zellhoefer to Cheryl Kay Zellhoefer for Death Valley Brewing, 59 Old Spanish Trail Building 1, Suite A, Tecopa, CA.



**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA
DECLARING SEPTEMBER 11, 2022 PATRIOT DAY AND
A DAY OF SERVICE AND REMEMBRANCE**

WHEREAS, many Americans vividly recall the precise moment 21 years ago when terrorists killed thousands of our fellow Americans at the World Trade Center in New York City; at the Pentagon in Arlington, Virginia; and on a quiet field in Shanksville, Pennsylvania; and

WHEREAS, the horrific events of that day caused stark disbelief, agonizing sorrow, and profound suffering around the world, but America's strength, courage, and compassion never wavered; and

WHEREAS, first responders instantly rushed into harm's way on the morning of September 11, 2001 to save their fellow Americans from the wreckage of the attacks; the passengers of United Flight 93 decisively fought back and saved countless lives at the cost of their own; and Americans across the country provided aid, assistance, and comfort to those in need; and

WHEREAS, against the backdrop of cowardly acts of terror, America once again demonstrated to the world the unmatched strength of our resolve and the indomitable power of our character; and

WHEREAS, every September 11 since, we solemnly remember the nearly 3,000 people who perished in those terrorist attacks, and with gratitude we honor the brave first responders, resolute members of our military, and ordinary Americans who showed extraordinary courage to save others on that fateful day; and

WHEREAS, we will always be grateful for the heroic men and women of our Armed Forces who fought in defense of our country in the aftermath of the largest attack on American soil, and we will never forget those who made the ultimate sacrifice to defend our liberty and freedom.

NOW, THEREFORE, the Inyo County Board of Supervisors does hereby proclaim September 11, 2021 as Patriot Day and a Day of Service and Remembrance in Inyo County, and calls upon all

departments and agencies of Inyo County to display the flag of the United States at half-staff on Patriot Day in honor of the individuals who lost their lives on September 11, 2001;

NOW, THEREFORE, BE IT FURTHER PROCLAIMED that the Inyo County Board of Supervisors calls upon the people of Inyo to participate in community service in honor of those our Nation lost, to appropriately observe this day with remembrance services, and to observe a moment of silence beginning at 8:46 a.m. Eastern Daylight Time to honor the innocent victims who perished as a result of the terrorist attacks of September 11, 2001.

APPROVED AND ADOPTED this 6th day of September 2022, by the Inyo County Board of Supervisors.



Dan Totheroh,
Chairperson,
County of Inyo Board of Supervisors

Attest: *LESLIE L. CHAPMAN*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo

Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Amy Shepherd

SUBJECT: 2022-2023 GANN Appropriation Limit for Property Taxwa

RECOMMENDED ACTION:

Request Board adopt proposed Resolution 2022-30, accepting the calculations of the appropriation limitation for the County of Inyo for Fiscal Year 2022-2023.

SUMMARY/JUSTIFICATION:

The “appropriation limit” established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990, has been calculated by the Auditor-Controller for the 2022-2023 fiscal year. The calculation was performed pursuant to the “Article XIII-B Appropriation Procedure Guidelines for California Counties” written by the Accounting Standards and Procedures Committee, November 1990. The 2022-2023 calculated GANN Limit is \$54,159,089.00.

The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current “cushion” between the 2022-2023 proposed proceeds of taxes, \$21,525,243.00 and the calculated 2022-2022 limitation is \$32,633,846.00

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. In June of 1990, the voters passed Proposition 111, which updates the States’ appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County’s Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2022-2023 Proposed Budget is within the “appropriation limit.”

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

ATTACHMENTS:

1. GANN Limit Resolution 2022-30
2. GANN Limit 2022-2023 Attachment A Page 1
3. GANN Proceed from Taxes Calculation

APPROVALS:

Christie Martindale	Created/Initiated - 8/8/2022
Leslie Chapman	Approved - 8/30/2022
Darcy Ellis	Approved - 8/30/2022
John Vallejo	Approved - 8/30/2022
Amy Shepherd	Final Approval - 8/30/2022

RESOLUTION 2022 - 30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2022-2023 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2022-2023; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2022-2023 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2022-2023 as shown on Attachment A is hereby established as \$54,159,089.00. and such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2022-2023 may be adjusted at a later date in the event that revenues which are unanticipated and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

Attest: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2022-2023

	2020-2021 Limit	Population Change	Per Capita Change	2021-2022 Limit	Population Change	Per Capita Change	2022-2023 Limit
Big Pine Lighting	59,891.43	1.0004	1.0573	63,348.54	0.9996	1.0755	68,104.10
Independence Lighting	59,707.51	1.0004	1.0573	63,154.00	0.9996	1.0755	67,894.96
Lone Pine Lighting	85,883.86	1.0004	1.0573	90,841.32	0.9996	1.0755	97,660.76
Big Pine Fire	387,355.97	1.0004	1.0573	409,715.29	0.9996	1.0755	440,472.54
Bishop Fire	608,520.75	1.0004	1.0573	643,646.35	0.9996	1.0755	691,964.75
Independence Fire	265,904.02	1.0004	1.0573	281,252.78	0.9996	1.0755	302,366.37
Lone Pine Fire	331,368.67	1.0004	1.0573	350,496.24	0.9996	1.0755	376,807.92
Big Pine Cemetery	82,176.97	1.0004	1.0573	86,920.46	0.9996	1.0755	93,445.56
Independence Cemetery	190,024.39	1.0004	1.0573	200,993.15	0.9996	1.0755	216,081.66
Mt. Whitney Cemetery	132,156.05	1.0004	1.0573	139,784.48	0.9996	1.0755	150,278.08
Pioneer Cemetery	491,954.88	1.0004	1.0573	520,351.95	0.9996	1.0755	559,414.67
Tecopa Cemetery	13,792.85	1.0004	1.0573	14,589.01	0.9996	1.0755	15,684.21
Darwin CSD	20,236.60	1.0004	1.0573	21,404.72	0.9996	1.0755	23,011.57
Olancho CSD	164,175.16	1.0004	1.0573	173,651.82	0.9996	1.0755	186,687.83
Westridge CSD	103,105.89	1.0004	1.0573	109,057.47	0.9996	1.0755	117,244.39
				-			-
Southern Inyo Emergency	137,626.79	1.0004	1.0573	145,571.01	0.9996	1.0755	156,499.00
INYO COUNTY	47,628,047.19	1.0004	1.0573	50,377,277.15	0.9996	1.0755	54,159,089.27
Northern Inyo Healthcare				716,632.91	0.9996	1.0755	770,430.40

**GANN Limit Calculation
Based on Projected Revenues
Fiscal Year Ending June 30, 2023**

	Projected FY 22-23
Current Secured Taxes - 4001	14,583,743
Current Unsecured Taxes - 4004	1,180,000
Current Unsecured Aircraft Tax - 4005	15,000
SB813 Distributions - 4008	100,000
Sales Tax - 4062 & 4063	165,000
Real Property Transfer Tax - 4082	115,000
Transient Occupancy Tax - 4083	3,800,000
Transaction & Use Tax - 4085	1,500,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	66,000
	21,525,243

2021-2022 Limitation (Using Per C	50,377,277
2021-2022 Population Factor	0.9996
2021-2022 Per Capita Factor	1.0755
2022-2023 Appropriation Limit	54,159,089
2022-2023 Proceeds of Taxes	(21,525,243)
Amount Under Limitation	32,633,846



County of Inyo

Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Amy Shepherd

SUBJECT: 2022-2023 Property Tax Rates

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-31, setting the property tax rates for Fiscal Year 2022-2023, per California Government Code Section 29100.

SUMMARY/JUSTIFICATION:

Each fiscal year, the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2022-2023 general fund revenue secured taxes, totals \$13,542,686.00. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER AGENCY INVOLVEMENT:

School district and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

FINANCING:

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

ATTACHMENTS:

1. Tax Rate Resolution 2022

APPROVALS:

Christie Martindale
John Vallejo
Darcy Ellis
Amy Shepherd

Created/Initiated - 8/31/2022
Approved - 8/31/2022
Approved - 8/31/2022
Final Approval - 8/31/2022

RESOLUTION 2022-31

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2022-2023
PURSUANT TO GOVERNMENT CODE SECTION 29100**

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2022-2023 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04116782%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01712208%
Bishop Unified – 2000 Debt and 2016 Refunding	0.00747684%
Owens Valley Unified School District – 2014 Refunding	0.04354736%
Round Valley Elementary – 1999 Debt	0.02883931%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.05347359%
Unitary & Operating Non-Unitary	0.22145984%
Northern Inyo Hospital – Gann Limit Refund	(0.01076977) %

PASSED AND ADOPTED this _____ September 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

Attest: Leslie Chapman, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



County of Inyo



County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Meaghan McCamman

SUBJECT: Renewal of Delegation of Leasing and Rental Authority

RECOMMENDED ACTION:

Request Board renew delegation of authority for the purchasing agent to lease or rent County-owned property pursuant to Inyo County Code Section 6.24.030.

SUMMARY/JUSTIFICATION:

Inyo County Code section 6.24.030 delegates to the purchasing agent (the CAO) the authority to lease or rent County property subject to certain limitations. The basis upon which the Board is able to delegate that authority is found in Government Code Section 25537. Government Code 25537 limits the duration of that delegated authority to five (5) year increments. As such, this agenda item is for your Board to renew that delegated authority.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not renew this authority and any proposed lease or rental of County property would need to come before your Board for approval.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

John Vallejo

Created/Initiated - 8/25/2022

Darcy Ellis
Meaghan McCamman
John Vallejo

Approved - 8/25/2022
Approved - 8/25/2022
Final Approval - 8/25/2022



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Mikaela Torres

SUBJECT: Termination of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation to terminate the local emergency that was proclaimed in response to the extreme winds in April 2022.

SUMMARY/JUSTIFICATION:

During your April 12, 2022 Board of Supervisors meeting, your Board took action to approve Urgency Item 20220412, proclaiming the existence of a local emergency. The local emergency was proclaimed in response to the extreme winds in south county on April 11.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review, terminate this local emergency, and move the County from the Response stage to the Recovery stage of the April 11, 2022 wind event.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. April 12, 2022 Emergency Declaration

APPROVALS:

Darcy Ellis
Mikaela Torres
Darcy Ellis

Created/Initiated - 8/30/2022
Approved - 8/30/2022
Approved - 8/30/2022

John Vallejo
Leslie Chapman

Approved - 8/30/2022
Final Approval - 8/31/2022

**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630 and Section 2.56.060 of the Inyo County Code empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency when Inyo County is threatened or likely to be threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity; and

WHEREAS, the Inyo County Board of Supervisors has been requested by the Inyo County Director of Emergency Services to proclaim the existence of a local emergency in Inyo County;

WHEREAS, beginning April 11, 2022, low pressure phenomena swept across Inyo County bringing high winds, severely impacting portions of Inyo County; and,

WHEREAS, the Board of Supervisors does find that conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme winds, sustaining 70-80 miles per hour with gusts up to 100 miles per hour, resulting in downed trees and power lines and blowing debris; and,

WHEREAS, the downed trees have severely damaged access to County roads and roofs to County infrastructure; residential homes and infrastructure, leaving several residents blocked in their homes, some of whom are disabled; and,

WHEREAS, the Fort Independence Tribal Reservation also sustained significant damage and destruction by downed trees to homes and other infrastructure; and,

WHEREAS, access and usage of the County Airport was blocked due to concerns of debris on the runway and damage and destruction to Airport infrastructure; and,

WHEREAS, removal of the trees and debris, restoring the roadway, and repairing all damages to infrastructures are beyond the capacity and control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED that for the reasons set forth above, a local emergency now exists throughout Inyo County; and

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the Inyo County Emergency Services Manager and the emergency organization of this County shall be those prescribed by state law, Chapter 2.56 of the Inyo County Code, and such other orders as this Board may make during said emergency.

BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

APPROVED AND ADOPTED this 12th day of April 2022 by the following vote of said board:



Chair, Board of Supervisors
County of Inyo

Attest: Clerk of the Board Leslie Chapman

By: 
Darcy Ellis, Assistant Clerk



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Scott Armstrong

SUBJECT: Maverick Networks Support Agreement for Mitel Phone System

RECOMMENDED ACTION:

Request Board: A) declare Maverick Networks, Inc., of Pleasanton, CA, a sole-source provider; B) approve the licensing and support agreement between the County of Inyo and Maverick Networks, Inc., of Pleasanton, CA for the provision of Mitel telephone system annual software licensing and hardware maintenance services in an amount not to exceed \$66,350 for the period of September 17, 2022 through September 16, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County entered into an agreement with Maverick in June, 2019 to implement a new Mitel Voice-over-IP telephone system. The initial year of licensing and support was included in that agreement, and this is a continuation of the software licensing and hardware support services. The annual support agreement is \$12,000 and automatically renews for 4 subsequent years with a maximum increase of 5% per year.

Sole Source Justification:

- The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort: Maverick Networks, Inc., installed and configured our Mitel telephone system and is uniquely experienced in resolving issues with our telephone system.
- The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field: If we were to establish a hardware and software maintenance agreement with a different vendor, it is likely that we would encounter significant challenges in resolving issues, as the different vendor would need considerable time to examine and document the system configurations.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This maintenance agreement is a continuation of the support provided Maverick Networks, Inc., as a result of the approval of the County's Phone System Replacement Project approved by your Board on June 25, 2019 (Agenda Item #13).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost for the annual licensing and support is requested in the Information Services 2022-2023 Fiscal Year 11801 budget, object code 5177, Maintenance of Computer Systems.

ATTACHMENTS:

1. Maintenance Agreement - County of Inyo - 2022
2. Maintenance Agreement Schedule A - County of Inyo - 2022
3. Maverick Contract

APPROVALS:

Scott Armstrong	Created/Initiated - 8/29/2022
Darcy Ellis	Approved - 8/29/2022
Scott Armstrong	Approved - 8/29/2022
John Vallejo	Approved - 8/29/2022
Amy Shepherd	Final Approval - 8/30/2022

This agreement is entered into between Maverick Networks Inc. (hereinafter referred to as “Maverick Networks”) and County of Inyo, (hereinafter referred to as “Customer”). It is intended to constitute a master agreement the terms and conditions of which shall govern the routine telecommunications and/or network service relationship between Maverick Networks and Customer.

- 1) **Entire Agreement:** This Agreement contains the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior discussion or agreements between the parties, whether oral or written. Maverick Networks is not bound by any representation or inducements not set forth herein.
- 2) **Term of Agreement and Renewal Clause:** The term of this Agreement shall be for a period of one (1) year commencing on the first (1st) day of the contract period found on Schedule “A”, and shall be renewed automatically for up to four (4) successive equal terms thereafter until terminated in writing as provided herein. Each renewal of this Maintenance Agreement shall be subject to the same terms and conditions herein contained except that the service fee due Maverick Networks for each renewal period shall be at the rate then charged by Maverick Networks for similar maintenance services (Not to exceed 5% annual increase). Either party may terminate this Agreement by giving the other party written notice of termination thirty (30) days prior to any term anniversary date.
- 3) **Maintenance Fee:** The fee for maintenance services to be performed under this agreement is based upon the current configuration of the telecommunications and/or network systems at the relevant Customer facilities. This amount and the terms of payment are set forth in the attached Schedule “A”. Itemized lists of the equipment to be covered at each Customer facility are also included in Schedule “A”. However, whenever a substantial system reconfiguration occurs mid-year, either Maverick Networks or Customer may request a recalculation. A substantial system reconfiguration is defined as an increase or decrease of at a minum 25% of the system capacity of working components.
- 4) **Maintenance Services to Be Performed:** Maverick Networks agrees to furnish all parts and labor required to maintain the equipment in good working condition, without charge, during Maintenance Coverage Hours as described on the attached Maintenance Description. Service required outside of the Maintenance Coverage Hours will be subject to our standard charges as set forth in Schedule A. Maverick Networks agrees to replace or repair equipment parts as necessary without additional charge to Customer. Replacement parts may include reconditioned parts. Maintenance parts will be furnished on an exchange basis, and the parts that are replaced become the property of Maverick Networks. Service provided under this Agreement does not guarantee uninterrupted operation. Software upgrades that are non-emergencies will be a planned interrupted operation and scheduled after hours. In addition:
 - a) Maverick Networks will provide assistance with all large adds, moves and changes on either a bid or a time and materials basis;
 - b) Maverick Networks will provide all new equipment and equipment not covered under this service agreement at its discounted maintenance contract customer pricing;
 - c) Customer will provide certain station level equipment and materials required for its remedial service such as jacks and cable; Maverick Networks will provide any required supplemental station level equipment on a time and materials basis.
- 5) **Excluded Services:** Maintenance service under this Agreement does not include any service after the equipment has been serviced, repaired, moved or relocated by other than Maverick Networks or authorized Maverick Networks agent. Maintenance service also does not include repair or service required as a result of:
 - a) neglect, theft, or accidental damage of the equipment;
 - b) alterations or modifications to the equipment performed by other than Maverick Networks or authorized Maverick Networks agent;
 - c) However, Maverick Networks accepts that Customer’s own personnel will perform routine maintenance to the systems, but retains the right to charge for labor time required to correct such changes if necessary.
 - d) the failure of Customer to provide and maintain a suitable installation environment at all facilities as prescribed by Maverick Networks (including, but not limited to, proper electrical power, air conditions, or humidity control);
 - e) the use of supplies or materials not meeting Maverick Networks’ specifications;
 - f) the use of the equipment for purposes other than those for which it was designed;
 - g) electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
 - h) cutoff of services to Customer by any utility;
 - i) acts of God.



Initial _____

6) **Response Times:** Maverick Networks will respond with remedial telephone initiated action to non-emergency telephone maintenance requests by the close of business, 5 PM PST, next business day. If on-site maintenance is determined to be required in non-emergency situations, Maverick Networks will provide this on-site maintenance by the close of business, 5 PM PST, next business day of the determination that it is required. In emergency situations, Maverick Networks will respond with remedial telephone initiated action within three (3) hours. If on-site maintenance is determined to be required in emergency situations, Maverick Networks will provide this on-site maintenance within three (3) hours of the determination that it is required.

6a) **Emergencies Defined:** 1. Complete System Failure; 2. Inability to make or receive calls; 3. More than ten (10) stations are totally inoperable; 4. Call Center (ACD) group failure; 5. Attendant position failure; 6. Entire Trunk Group inoperative; 7. Any multi user (two or more) outage lasting longer than six (six) business hours; 8. System restarts and/or reboots; 9. Major System Alarm. All other Service Requests shall be deemed Non-Emergency maintenance.

7) **Equipment Access:** In the performance of all services set forth herein, Maverick Networks shall have, and Customer shall hereby grant, full and unrestricted access to the premises on which the equipment is located. Maverick Networks' responsibility to repair shall be limited to Customer's side of the point of connection between Customer's equipment and the utility service or long distance carriers.

8) **Taxes:** In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes resulting from the Agreement or any activities hereunder exclusive of taxes based upon Maverick Networks' net income.

9) **Limitation of Liability:** In the performance of this Agreement, Maverick Networks shall be liable only for the expense of providing routine repair, replacement parts and maintenance service. Further, no liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond Maverick Networks' control. Customer agrees that neither Maverick Networks nor its agents and employees shall be liable for any loss or damage to the equipment or other property, injury or death of Customer's agents, employees or customers arising in connection with the maintenance services provided by Maverick Networks under this Agreement unless such loss, damage, injury or death results solely from the gross negligence or willful misconduct of Maverick Networks' agents or employees. While Maverick Networks takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain this equipment in a manner to prevent fraudulent intrusions including, but not limited to, toll fraud, and the unauthorized use of voice processors and voice mail systems. Therefore, no express or implied warranty is made against any such fraudulent uses that may be made of the equipment.

In the event Maverick Networks breaches any warranty, Customer's exclusive remedy will be that Maverick Networks makes any necessary equipment adjustments, repairs or parts replacements to the equipment after Maverick Networks determines that the equipment does not conform to warranty. In no event shall Maverick Networks, its agent and employees be liable for indirect, incidental or consequential damages including without limitation, any loss of business, damage or expense, whether or not Maverick Networks has received notice of the possibility or certainty of such damages or loss, directly or indirectly arising from Customer's inability to use the equipment, either separately or in combination with any other equipment, form routing and programming errors, unauthorized trespass or programming, software and/or equipment, modem lines and long distance carrier services; and intrusions of the equipment by fraudulent callers, including, but not limited to, toll fraud and the unauthorized use of voice processors and voice mail systems.

10) **Miscellaneous:** This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by the authorized representatives of all parties hereto. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Customer, or in the event of the appointment, with or without Customer's consent, of an assignee for the benefit of creditors, or of a receiver, Maverick Networks' failure to exercise any of its rights herein shall not constitute or be deemed a waiver or forfeiture of such rights. Customer expressly consents to jurisdiction within the State of California. No delay or omission to exercise any right, power or remedy available to Maverick Networks upon any breach or default of Customer under this Agreement shall impair consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing.

Agreed and Accepted By:

Signature _____ Date _____
Maverick Networks, Inc.



Signature _____ Date _____
County of Inyo
Customer

Print Name _____ Title _____



Site Specific Schedule "A"

Master Maintenance Agreement is By and Between

Maverick Networks, Inc. and County of Inyo
8353 Sierra Ave., Fontana, CA 92335

9/17/2022 thru 9/16/2023
Starting Date / Ending Date

IP Hardware	
Mitel 3300 ICP Controllers	1
Mitel T1/PRI Module	0
Mitel Universal ASU	0
Mitel CX Analog Gateway	0
Mitel 4 x 12 ONSP Cards	0
Mitel 24 Port ONSP cards	0

COVERAGE BENEFITS:

Break Fix Repair & Warranty - for term

Mitel Core Hardware & Labor fully covered

System Software Upgrades

Standard Software Assurance

24 x 7 x 365 Support

Software/Applications	
Software Assurance, includes:	1
Base Software	
IP Licenses	
ACD Licenses	
Digital Link Licenses	
Teleworker Licenses	
Mitel Contact Center	Site #
Mitel Call Recording	Lock #
Mitel Business Reporter	1

Covers App ID Records:

- 3205587 - MiVoice Business Reporter
- 36785143 - UCCv4 - ULM - Mitel UCC
- 44283656 - Mitel - EX Controller
- 52517567 - MiVBus Enterprise ISS SW
- 56004768 - MiCollab
- 69301188 - Mitel - Border Gateway for ISS

Mitel IP Desktop Devices	
Mitel IP Phones	0
Mitel PC Console SW	0
Mitel PKM's	0
Mitel IP Conf Phone	0

EXCLUSIONS FROM COVERAGE:

Mitel Telephone Sets

Services Price per year:	\$12,000.00
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Agreed and Accepted By:

Maverick Networks Inc.

County of Inyo
Company

Signature - CEO _____ Date _____

Signature _____ Date _____

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 25th day of June 2019 an order was duly made and entered as follows:

*Information
Services –
Maverick
Networks
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve and award the contract for the County's Phone System Replacement Project to Maverick Networks, Inc. in an amount not to exceed \$265,086 and authorize the Chairperson to sign. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: <i>Information Services</i> DATE: <i>June 26, 2019</i>

WITNESS my hand and the seal of said Board this 25th
Day of June, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: June 25, 2019

SUBJECT: Approve and Award the Phone System Replacement Project contract to Maverick Networks, Inc.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and award the contract for the County's Phone System Replacement Project contract to Maverick Networks, Inc. in an amount not to exceed \$265,086 and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County's current telephone service is very expensive, telephone handset functionality is inconsistent throughout the County facilities, replacement handsets are no longer manufactured, and our voicemail system is no longer supported. There is a consensus in the County that we need a new telephone system.

The planning for the Telephone System Replacement Project began with four project brainstorming and planning meetings each in Bishop and Independence. The diverse group of employees collaboratively identified the problems that we wanted to solve with a replacement phone system, developed high-level project goals to solve the problems that we identified, and documented specific technical and functional requirements to support the project goals.

Following the planning meetings, the group collaboratively developed a recommendation to pursue a Telephone System Replacement Project in earnest. Using information from the recommendation and the planning meetings, we developed the language for a Telephone System Replacement Project Request for Proposals (RFP). The RFP was posted at the end of September, 2018 and proposals were due in early November, 2018.

The Telephone System Replacement Project RFP generated 13 responses, of which only 10 were fully responsive to the RFP. The evaluation team ranked the responsive proposals and identified four finalists based on the criteria outlined in the RFP. We invited the four finalists to Inyo County to demonstrate their systems in person, allowing us to verify that their systems truly satisfied our technical and functional requirements and to evaluate the systems to determine which solution would be the best value for the County. The evaluation team determined that the solution proposed by Maverick Networks, Inc. was the best value for the County.

Approximately 25 people representing most of the Departments across the County participated in the project planning and evaluation activities.

ALTERNATIVES: Your Board could choose to not approve the request to award the contract to Maverick Networks, Inc., to award the contract to a different vendor, or to direct staff to revise the RFP and start over. These alternatives are not recommended since we are confident in the recommended vendor's ability to fulfill our requirements and since the replacement phone system will save the County \$150,000-\$200,000 or more per year in telephone service costs.

OTHER AGENCY INVOLVEMENT: The Telephone System Replacement Project will affect and benefit all County Departments.

FINANCING: Funding is available in the Information Services budget (011807, Telephone Replacement Project).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>6/17/19</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>yes</u> Date <u>6/17/19</u></div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>J</u> Date <u>6/19/19</u></div>
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> <div style="text-align: center;">N/A</div> <div style="text-align: right;">Approved: _____ Date _____</div>

DEPARTMENT HEAD SIGNATURE: _____ Date: June 19, 2019
 (Not to be signed until all approvals are received)
 (The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Phone System Replacement Project)**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the telecommunication services of Maverick Networks, Inc. of Pleasanton, CA, hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those products and services set forth in Attachment A, attached hereto and by reference incorporated herein. This Agreement addresses both Contractor's provision and completion of the Phone System Replacement Project and Contractor's subsequent ongoing provision of maintenance and support services for that completed Project for the remaining term of the Agreement. The Phone System Replacement Project includes: Hardware Purchase, Installation and Configuration Planning, Hardware and Software Configuration and Deployment, System Performance Measurement and Tuning, Training for System Administrators and End-Users, Complete System Documentation, and Project Status Communications as described in Attachment A, "Scope of Work," and Attachment A-1 "RFP Response," which are attached hereto and incorporated herein by reference. Contractor shall utilize Attachment B "Customer Acceptance Test Plan," to validate successful implementation of the Project. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from June 25, 2019, until twelve months after the date of first site cutover, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. Contractor shall be compensated for all services (including hardware purchase) associated with the Phone System Replacement Project ("the Project") and the first year (twelve months) of maintenance and support services in an amount not to exceed Two Hundred and Sixty-Five Thousand, and Eighty-Six Dollars (\$265,086). A cost summary, payment schedule, and price list for that Project is attached as Attachment C and incorporated herein by this reference. In the event payments for the Project equal the "not to exceed" amount, Contractor shall provide all services (and hardware) required to complete the Project under this Agreement without further compensation or cost reimbursement.

Project Acceptance - The County requires an acceptance period of at least 30 days subsequent to the completion of the Project. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final

payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement, except to the extent that such costs are included in the total compensation figures set forth in paragraph 3A above.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Two Hundred and Sixty-Five Thousand and Eighty-Six dollars (\$265,086.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of each milestone in the Payment Schedule set forth on Attachment C, an invoice for the amount then due under the Agreement. With the exception of Progress Payment 1 (the initial payment made upon contract execution), each invoice shall include an itemized statement of all services and work performed by Contractor pursuant to this Agreement for which a Progress Payment is then due. After the final payment has been made in that schedule, Contractor shall invoice County annually for ongoing support and maintenance services during remaining term of the Agreement. County shall make payment within 30 days of its receipt of such an invoice by the Contractor.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF 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.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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.

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. 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 one (21) below.

16. 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.

17. 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.

18. 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.

19. 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.

20. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

21. 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.

22. NOTICE.

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

County of Inyo:

Information Technology
County of Inyo
224 North Edwards Street
Independence, CA 93526
Fax: (760) 873-5599

Contractor:

Attn: Aaron Lee
Maverick Networks Inc.
7060 Koll Center Pkwy. #306
Pleasanton, CA 94556

23. ENTIRE AGREEMENT.


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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Phone System Replacement Project)**

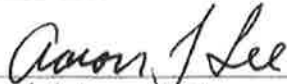
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
25th DAY June, 2019.

COUNTY OF INYO

By: 
Rick Pucci
Type or Print Name

Dated: 6-25-19

CONTRACTOR

By: 
AARON J. LEE - CEO
Type or Print Name

Dated: 6/25/19

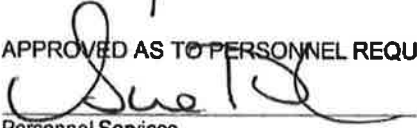
APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF VOIP TELECOMMUNICATION SERVICES (Phone System Replacement Project)

SCOPE OF WORK:

Contractor shall sell, deliver, install, and otherwise provide to County all materials, products, and services for the Phone System Replacement Project as described more fully in that certain document provided by Contractor to County entitled "Maverick Networks Response to Request for Proposals RFP-IS-1901 Phone System Replacement Project September 2018," which document is incorporated herein by this reference as though fully set forth (hereinafter referred to as "Contractor's RFP Response" or "RFP Response"). The County's Request for Proposals RFP-IS-1901 is also incorporated herein by this reference. Among other things, Contractor shall meet all of the County's "Project Deliverables," "Technical Requirements," and "Functional Requirements" set forth in the RFP-IS-1091, in a manner consistent with excerpts of the Contractor's RFP Response, which are attached hereto as Attachment A-1.

After County acceptance of the completed Project, Contractor shall commence and continue to provide ongoing maintenance and support services for the remainder of the Agreement. Such services include but are not limited to the following: providing software, licensing and firmware updates for the telecommunications equipment and systems, software and licensing updates for management software tools, and remote support during normal business hours.

Additional details pertinent to Contractor's scope of work for the Project, including an implementation plan, are set forth below:

TABLE OF CONTENTS

- 1.0 PURPOSE
- 2.0 PROJECT TEAM
- 3.0 PROJECT SCHEDULE
- 4.0 IMPLEMENTATION RESPONSIBILITIES
- 5.0 EQUIPMENT LIST
- 6.0 SWITCHROOM REQUIREMENTS
- 7.0 DATABASE COLLECTION
- 8.0 TRAINING PLAN

1.0 Purpose

Maverick Networks provides this Implementation Plan to with the expressed purpose of providing visibility to Maverick Networks' organization and the activities required to make the Mitel MiVoice Business network Installation a success.

The most important factor to the successful installation of the Mitel MiVoice Business solution is the timely execution of the project events as defined in this document, made possible via mutual communication. This document is intended to provide the vehicle for this necessary communication flow.

Additionally, Maverick Networks uses an implementation process document called "Path to Excellence". This Excel document is made up of 20+ Tabs for gathering and tracking project information. Key information around site information, weekly customer meeting notes, and timeline are a few of the key areas addressed by the document.

For the purpose of this document, the terms "Purchase Order" and "Agreement" are synonymous as relating to this project.

2.0 PROJECT TEAM

Project Supervisor - Responsible for all coordination and training functions. Coordinates new installation, collects data base and conducts customer surveys, and provides site training prior to and during switch cutover.

Technician - Installs, maintain and service telephone equipment. Knowledgeable in Maverick Networks' telecommunication systems and has the ability to solve complex problems. They are responsible for the installation, testing, and cutover of the telephone, voice mail, call accounting and ACD systems.

Vice President of Operations - Manages Installation & Service Technicians, MAC Technicians, Project Supervisors and Project Managers responsible for new system install from sale to completion. Responsible for complete and timely installation of your new telephone and /or voice mail system and ongoing Service.

Account Manager - Responsible for insuring that Maverick Networks' is responsive to the customer's changing telecommunications needs. Works with customer to address cost and availability of new enhancements that may be requested to meet their future requirements.

General Manager - Overall Senior Manager responsible for all activities associated with sales maintenance, AMC's, installation, and project management regarding projects located in the geographic area.

3.0 PROJECT SCHEDULE

The Implementation Milestone Chart lists, in chronological order, the activities necessary to successfully install the Maverick Networks' Mitel MiVoice Business solution. The chart is monitored and updated regularly to ensure that a coordinated effort is maintained throughout the project.

1 Contract Award: The date the contract was signed by the customer.

2 Project Meeting: The first post-award meeting with the customer. Sales introduces the Installation Team and preliminary discussions are held on project-related topics.

3 Progress Payment 1 - Critical: Progress payment due upon execution of the Purchase Agreement. (When Applicable)

4 Customer Database Orientation: A meeting with customer representatives to discuss the types of information they will need to provide to Maverick Networks' database collectors.

5 Database Collection: The collection of station and switch information as well as call accounting, voice mail and ACD information to be included in the database. This task must be completed in time for database development, programming, testing and the start of training.

6 Telco Orders: The date by which the initial request for the new telephone service must be placed with the local COG.

7. Status Meeting

8 Cable Reuse/Customer Records: Customer will provide cabling records for analysis of cable reuse options. Analysis will be completed within four (4) weeks after receiving the records.

9 Station Cabling: When included in the installation, Maverick Networks' will be responsible for the act of placing new cable from station location to IDF or MDF.

Cabling must occur prior to placing and testing of the telephones.

10 Switchroom Preparation: The date by which the customer must have completed the switchroom preparations. This includes air conditioning, power, outlets, lights, flooring and any other work that must be done before the room is suitable for the system. The switchroom must be ready one week prior to switch delivery.

11 Status Meeting

12 Secure Storage Area: The customer will provide a lockable secure space to store the switch, telephones, computers, tools and other equipment. The room must be available prior to arrival of installation material and cable.

13 Hardware Freeze: The date after which customer equipment changes are prohibited. Changes received after this date will be implemented after cutover and are billable.

14 Software Freeze: The date after which customer software changes are prohibited. Changes received after this date will be implemented after cutover and are billable.

15 Database Sign-Off: The date by which the customer must have signed-off on all the database collection sheets. The customer database will not be processed or loaded unless this is completed. Delays in sign-off will impact the training and cutover dates.

16 Database Processing: The time during which the field generated data collection sheets are converted to software for loading into the switch.

17 Database Load: The task of physically loading the database into the switch.

18 Status Meeting

19 Equipment Shipment: The date the switch will leave the factory or staging area for delivery to the site.

20 Progress Payment 2 - Critical: Progress payment due upon delivery of the equipment to Tuolumne. (When Applicable)

21 Power System Installation: The task include erecting the battery rack, installing the batteries, chargers, rectifiers and connecting to the customer provided power source.

22 Status Meeting

23 Switch Installation: The time during which the Technician is setting up and cabling the switch, voice mail system, ACD, sentinel system and associated hardware and materials. The switch is connected to power and becomes operational.

24 Equipment Testing: The testing of the system and customer database using self diagnostics, as well as manual test procedures.

25 Call Accounting Installation: The task includes the installation of Call Accounting system or connection to existing Call Accounting system.

26 Call Accounting Training: The period of time which admin. training is provided when necessary.

27 Status Meeting

28 Training Room Set-up: The date when the training room must be cabled and the telephones operational.

29 Station User Training: Training in the use of the telephones and associated features for end users.

30 Operator Training: Training on live consoles dedicated for console operators. This training is provided a day or two before cutover.

31 Telco Trunks Deliver: The date when local telephone company should make the new trunks available for testing. This date should appear in the COG order. Trunks are required before system testing is completed.

32 Progress Payment 3 - Critical: Progress payment prior to cutover of the Equipment (When Applicable)

33 MDF Cross Connects: The task of connecting the switch to the house distribution or station cables on the main distribution frame. This task must be completed before final system testing, training or placing and testing of stations.

34 Station Place and Test: The period when the telephone instruments will be placed at the user locations and tested. Whenever possible Maverick Networks' would like to place the telephones up to two (2) days prior to cutover.

35 Cutover: The date on which the system is put into full operation and begins processing all calls for the customer. The existing telephone system is disconnected at this time.

36 Acceptance: The contractual date when the customer formally accepts the system. This date begins the warranty period. Acceptance is confirmed when the customer signs the In-Service Certificate and is effective the day of cutover, unless there is a contract specified acceptance period the contract was signed by the customer and to by Maverick Networks'.

37 Final Status Meeting

38 Transition to Service: The period of time that the installation manager, local service manager, project manager and customer meet to discuss the local service office responsibility.

39 Progress Payment 4 - Critical: Progress payment is due at the time of customer acceptance. (When Applicable)

Task Description	Responsibility	Begin	Completed
Contract Award			
Project Meeting			
Progress Payment 1 - Critical			
Customer Database Orientation			
Database collection			
Telco Orders			
Status Meeting			
Cable reuse / Customer records			
Station cabling			
Switchroom preparation			
Status Meeting			
Secure storage area			
Hardware freeze			
Software freeze			
Database sign-off			

Database processing			
Database load			
Status Meeting			
Equipment shipment			
Progress Payment 2 - Critical			
Power system installation			
Status Meeting			
Switch installation			
Equipment testing			
Call accounting installation			
Call accounting training			
Status Meeting			
Training room set-up			
Station user training			
Operator training			
Telco trunks delivered			
Progress payment 3 - Critical			
MDF cross connects			
Station place and test			
Cutover			
Acceptance period			
Final status meeting			
Transition to service			

4.0 IMPLEMENTATION RESPONSIBILITIES SUMMARY

The Implementation Responsibilities state what activities are expected to be performed by each involved party.

Maverick Networks' Responsibilities

1. Provide and Install the equipment and software required by Customer Purchase Order.
2. Assign a Project Supervisor to coordinate the Mitel MIVoice Business, voice mail system, call accounting and ACD install, including requirements of Maverick Networks' personnel, factory build, shipping, inventory and scheduling. The Project Supervisor will be the formal contact between Customer and Maverick Networks' during the project.
3. Perform station and console user training.
4. Coordinate and perform the ordering of trunk facilities, when necessary.
5. Provide a Technician to install the Mitel 3300's and associated equipment.
6. Provide Switchroom specifications for the Mitel 3300's and associated equipment.

Customer's Responsibilities

1. Assign a single point of contact who will serve as the contact for Maverick Networks' Project Supervisor.
2. Build and/or modify the switchroom to meet the operating specifications for the mitel equipment as provided by Maverick Networks'.

3. Perform station cable installation to serve the additional telephone instruments purchased. Should station cable be reused, Customer will be responsible for providing all associated cable records and blue prints. These should include at a minimum Room number and Cable jack number.
4. Provide electrician to connect main power source to power charging unit.

5.0 EQUIPMENT LIST

Description Quantity

To be included at a later date.

6.0 SWITCHROOM REQUIREMENTS

The Mitel MiVoice Business system has certain requirements that must be met in order to ensure dependable performance.

Environmental Requirements

The environment must be:

1. Clean, dry and uncluttered to prohibit the intake of dust and dirt into the system.
2. Well ventilated to dissipate warm air from the cabinet.
3. Maintained at an ambient temperature of 41 to 100 degrees F.
4. Maintained at a relative humidity (non-condensing) between 20% and 80% over the specified temperature range.

Site Requirements

The equipment location must be:

1. Level.
2. Away from sources of vibration.
3. Provided with enough AC power outlets for the system's peripheral equipment.
4. Well-lit
5. Free of overhead pipes that would be subject to condensation or rupture, causing damage to the equipment.
6. Away from strong magnetic fields such as those created by large transformers.
7. Away from areas near corrosive fumes or machine exhaust, which might cause deterioration of circuit components.
8. Away from moving machinery and/or vehicles.
9. Away from heating ducts or adjacent windows which might cause the ambient temperature to go above or below the required operation range.
10. Located so as to permit adequate air circulation in front of the 3300 ICP.

Power Requirements

1. 120 volt equipment with a twist locking receptacle.
2. In addition the switchroom should be supplied with 3 (three) 120 volt, 20 amp breaker, duplex plugs. These plugs can be used for maintenance terminals, test equipment, etc.

7.0 DATABASE COLLECTION

Database Collection

Prior to the database process we will conduct database orientation meetings with the department management team to review all features that are available to the user in order to streamline their departmental operations.

Database collection is the gathering of information required to customize the Mitel MiVoice Business system operation to needs. Database collection for this project will be limited to the acquisition of data associated with the telephone instruments and trunks.

Database collection meetings with responsible Customer Representatives. The meeting will provide discussion on the, Voice Mail, Call Accounting system, ACD features and configuration, Business feature and performance requirements, and special telecommunication applications. The result will be a detailed database documentation spread sheet which will be utilized to program the, Voice Mail, Call Accounting and ACD systems and telephone instruments.

For example:

What type of telephone for each user

Where will each person be sitting

Discussion of button template

Call processing and department needs

Contact center call flows, IVR, EPIC integration etc.

Review UC applications

Cabling locations, cable ID, etc.

Trunking requirements

8.0 Training Plan

Training

The Maverick Networks' user training session is designed to meet the requirements of preparing attendants and station users for the use of the Telephone and Voice Mail systems. Maverick Networks' will provide hand-on training for all Customer personnel. Each user learns to use each feature and understand the associated benefits. Training is scheduled prior to Cutover with appropriate follow-up after Cutover. The training sessions are equipped with telephone instruments for actual hands-on use.

In order for the training class to be fully effective Maverick Networks' recommends that each training class be not less than 15 and no more than 25 station user. Training for administrators should be no more 5 users.

Training Class Outline

Station user training session content Includes:

1. Presentation of system, emphasizing benefits of the most common features (Call pick-up, call forwarding, etc.)
2. Demonstration of features.
3. Hands-on experience of features with telephone instruments.
4. Review of MiCollab application for users.
5. Question/answer session.

6. A Telephone User Guide, Based on Instrument type, is provided.

Telephone set familiarization:

1. Identification of button types: fixed feature buttons, programmable feature buttons, RG Tone Key (ring tones), volume control.
2. Brief mention of other types of sets that may be encountered (i.e., 24 buttons, displays, and speakers).

Voice mail System Feature Review:

1. Step-by-Step review of the features outlined in the users guide.
2. A review of a quick reference chart for voice mail.

Hands-on Experience Using Telephone Sets and Voice mail:

1. Using telephone sets the students will have the opportunity to perform most of the features that they will encounter. (Due to the nature of such features as 8-party conference, and message waiting, some features will not be available for demonstration in a training environment.)
2. Using a couple of "dummy" voice mail boxes, students will have an opportunity to listen and operate the voice mail tutorial that will be mandatory for all employees the first time accessing voice mail.

***ACD Agents & Supervisors will receive training on the above items as well as ACD specific features.**

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Phone System Replacement Project)**

**EXCERPTS OF CONTRACTOR'S RFP RESPONSE
ADDRESSING PROJECT DELIVERABLES, TECHNICAL
REQUIREMENTS, AND FUNCTIONAL REQUIREMENTS**

SEE ATTACHED

Scope of Work – Project Deliverables

The project deliverables must include the following:

- Telephone management system
 - Configurable via web interface or other remote access from within the County network.
 - Voice Mail storage and archiving.
 - Must be easily maintained by the County.

Management/Administration interface

The proposed Mitel solution natively provides centralized, consolidated provisioning, configuration and administration for all solution elements:

- desktop, web and mobile UC clients
- required PBX settings
- unified messaging
- Teleworker
- audio, video and web conferencing

These components reside on a single server and share common installation, commissioning and administration tools. This makes the Mitel solution a single standalone system that can be administered through its own web browser interface, with no other management application required. Even for centralized deployments with thousands of users at multiple locations, there is no need to purchase additional management tools beyond what is embedded in the solution.

The screenshot shows the Mitel MiCollab administration web interface. The browser address bar shows 'admin@micollab.plovernc.com'. The page title is 'Licensing Information'. Below the title, there is a section for 'Unified Communications and Collaboration (UCC) Bundles' with a table showing license counts for different user types. Below that is a section for 'Application User Totals' with a table showing license counts for various applications.

Bundle	License Count	Capacity Used
UCC Entry User for Enterprise (V4.0)	19	0
UCC Premium User for Enterprise (V4.0)	78	21
UCC Standard User for Enterprise (V4.0)	14	0

Application	License Count	Capacity Used
Audio, Web and Video Conferencing	1540	24
Unified Messaging	143	10
Speech Auto Attendant	13	0
Teleworker	278	0
MiCollab Client	0	0
Console	0	0
Desktop	115	22
Mobile	135	21
Softphone	181	22

Mitel | MiCollab admin@micollab.com Status: Online

Users and Services

The Users and Services directory shows you its masters user data and assign or remove user services. The directory lists the usernames and other numbers MiCollab users and shows the services that have been assigned to each user. Services are only available if they have been installed on the server as an application status and are found as:

SEARCH: Network Based? User Template? User Roles? Locations? Departments? Bulk User Processing

Search: [SEARCH] [SHOW ALL] Unassigned services: 16 (0%) Total number of users: 126 Disabled users: 0

View: 10 Results of 0 items

[Add] [Quick Add] [Export] [Display MiCollab Objects] [Connect to MiCollab System Data] [Reports]

Leaf Name	First Name	Phone	Support Unified Messaging	MiCollab Client	Search Auto Abandon	Auth. Web and Video Conferencing	Transfer
[x] [Edit]	Todd	2112 2112	✓	✓	✓	✓	✓
[x] [Edit]	Bruce	7514					
[x] [Edit]	Brian	8086 8086 8086	✓	✓		✓	✓
[x] [Edit]	Bob	2110 2110 2110	✓	✓		✓	✓

Mitel | MiCollab admin@micollab.com Status: Online

'Monthly' Graph (2 Hour Average)

Max	Average	Current
117.5	71.8	117.5

'Yearly' Graph (1 Day Average)

Max	Average	Current
117.5	71.8	117.5



Voicemail Storage and Archiving

Voicemail messages are stored both in the NuPoint Unified Messaging platform and in Microsoft Exchange/Office 365 depending on precise configuration. Messages in email can be saved using general email rules and message management. Messages in the Voicemail system can be saved by the user via the Telephone User Interface, Web Interface, or MiCollab Client interface. Messages stored in the Voicemail platform are stored in a secure proprietary format and are only accessible via the voicemail system interfaces. Messages in Outlook are stored in .WAV or .MP3 format.

- **Configured call management system**
 - **Must handle routing incoming calls to any County department.**
 - **Voice menu must have a simple configuration process.**

The MiVoice Business Platform is an Enterprise Class Call Control Platform and you can expect to have 100% control over call handling and be able to route calls to and from any department in the County.

A few of the features are described below;

MiVoice Business Uniform Numbering Plan

MiVoice Business supports the use of a network uniform numbering plan that allows the user to select the same digits to reach a station from any location in the network.

MiVoice Business Call Handling

Increasingly callers require more information when calls are redirected. MiVoice Business ensures the name appears rather than the extension when call get directed to another extension.

e.g., Forwarded from: Sarah Morgan

From the onboard directory and ESM interface within MiVoice Business, users can define whether a number should appear in the directory to help make the search easier to use.

Name	Number	Prime Status	Privacy	Include in Directory	Caller Extension	Department
Stroman Sarah	4575	No	No	Yes	External	Product Management
Morgan Sarah	2021	No	No	Yes	Internal	

Additionally, the directory supports full UTF8 names.

In the past, numbering plans are non-uniform and have numbers of different lengths. This caused some delay in dialing as the system is "waiting" to for the interdigit timer to expire before sending the number out. A "call" soft prompt will now allow a user to enter the number and hit the call key. The system will dial the call immediately making the user experience like using a mobile device.

MiVoice Business Auto Attendant Features

The following table provides a summary of several Auto Attendant features available on MiVoice Business;

Feature	Description
Open & Closed Greeting	A company greeting can be programmed to change automatically from open business hours to closed or after hours.
Expire at a Preset Time Greeting	A company greeting can be programmed for use over holidays or shutdowns, expiring automatically after a specified number of days.
Alternate Greetings	Each port can use one of eight alternate greeting sets (open, closed, or temporary) to allow special greetings per port.
Play Greeting by Incoming Trunk Assignment	Each port can be assigned to answer calls on specific incoming trunks and play a greeting based on the destination dialed, such as sales, shipping and receiving, or customer service.
Directory	Also known as name dialing. Callers may access a mailbox directory where they are able to reach a mailbox owner by dialing the person's first or last name rather than the mailbox number. The system can be configured for either first or last name dialing, but not both at the same time.
Caller Type Ahead	Callers who are familiar with the system may enter their keypad selections without waiting for the system prompts.
Operator Revert	Callers may reach a live attendant at any time by dialing "0".
Fax Finder	Detects an incoming fax tone and directs it to the fax mailbox or extension.
Operator Transfer to a Mailbox	Allows an operator to transfer an outside caller to a specified mailbox where the caller immediately hears the subscriber's personal greeting and is prompted to leave a message. Callers press # to bypass or interrupt the greeting and begin recording a message.
Transfer to Any Extension	Allows the user to dial any internal extension defined in the system.
Quick Message	Allows a caller reaching the auto attendant to leave a message in a specific mailbox without transferring to the mailbox extension and possibly speaking live with the subscriber.

Multi-Level Auto Attendant	Allows a hierarchical menu to be programmed on the auto attendant. This provides callers with better self-service access to the person or department they are calling.
Multiple Message Capability	Allows an outside caller to leave more than one voice mail message per call, therefore saving on toll charges.
User Programmable Dial 0 Extension	Allows the user to program the dial 0 extension to any internal extension, for example, a personal or departmental secretary. The administrator can override the system default ("0" for the operator) with any valid phone number, including an external number or even a long-distance number. The administrator can also override the system default on an extension-by-extension basis, with any valid phone number.
Park and Page	Auto Attendant Park and Page enables the auto attendant to park incoming calls and announce them to the requested party using paging. The requested party can then retrieve the call by using the Call Park – Retrieve feature.
Supervised/Unsupervised Transfer	The auto attendant can be programmed to perform either supervised or unsupervised transfers. The addition of supervised transfer capability allows calls that cannot be competed to return to the auto attendant for further processing.



MiVoice Business Automatic Route Selection Feature

Automatic Route Selection (ARS) is a standard feature that routes trunk calls based on the following parameters:

- route availability, where a route is defined as a collection of similar trunks within a trunk group
- cost, when more than one route exists
- toll restriction, whether the caller can make such a call and, if so, on what facility

ARS simplifies local and long-distance dialing by automatically selecting the most convenient and cost-effective route, and by inserting and deleting digits for proper routing.

When the least expensive route is selected and unavailable, the user will hear an ARS Expensive Route warning tone, at which point the user can proceed with the call, camp-on to the least expensive route, request a call back from the least expensive route, or abandon the call.

The ARS functions without input from the user, and is not dependent on a fixed numbering plan.

Advanced ARS

Advanced ARS allows the user to program day and time zones, route plans, and assign ARS.

MiVoice Business Call Forwarding Features

MiVoice Business provides a number of call forwarding features. The third column in the table below indicates which features are supported by resiliency. N/A indicates that the feature is not specifically related to resiliency or a resilient device, but the feature will work on the system.

Feature	Description	Resiliency Support
Call Forward — Busy (external source)	Forwards incoming external calls when the user is busy.	Yes
Call Forward — Busy (internal source)	Forwards incoming internal calls when the user is busy.	Yes
Call Forward — No Answer (external source)	Forwards incoming external calls when the user does not answer.	Yes

Feature	Description	Resiliency Support
Call Forward — No Answer (internal source)	Forwards incoming internal calls when the user does not answer.	Yes
Call Forward — Follow Me	Forwards all incoming calls to a user-defined answer point. The answer point can be any extension, attendant or messaging system.	Yes
Call Forward — Follow Me Third Party	Forwards all incoming calls and is activated from an alternate location. The answer point can be any valid number in the system (e.g., extension, speed dial, or attendant).	Yes
I Am Here	Routes all calls to the user at the user's present location.	Yes
Call Forward	Allows the user to redirect incoming calls to an alternative number.	Yes (features and access keys)
Call Forward — Cancel All	Allows the user to cancel all types of call forward.	No
Call Forward Delay	<p>Enables a call to a phone (with Call Forward – Busy) to be delayed at a busy extension. In this case, the user would receive notice that another call is waiting.</p> <p>In this setting, a telephone can either display the name of the waiting caller or provide an interrupted dial tone.</p>	No
Call Forward — Follow Me — End Chaining	Ensures that redirected calls are not further redirected.	Yes
Call Forward — Follow Me — Reroute When Busy	If a call is forwarded to a busy line, this feature will reroute the call to an alternative line.	No

Feature	Description	Resiliency Support
Call Forward Group	Allows the user to forward group and prime lines to different locations.	Yes
Call Forward Out of Service	This feature behaves like Call Forward — No Answer. If no destination has been programmed, the system will handle incoming calls as though the phone is not installed.	No
Call Forward Override	Allows the user to bypass or override any call forward condition at the station being called.	Yes
Call Forward Override / Supervised Transfers for DSS/BLF Keys	<p>Standard and secretarial Direct Station Select (DSS) and Busy Lamp Field (BLF) keys can override all forms of call forwarding on the monitored directory number (DN).</p> <p>The DSS keys can be used to transfer calls to the monitored device. For example, to perform an unsupervised transfer, the user presses TRANS/CONF followed by the DSS key. For a supervised transfer, the user simply selects the DSS key and waits for the monitored device to answer.</p>	
Post-Call Destination	Calls are automatically forwarded to a predetermined destination following call completion (e.g., all contact center calls are forwarded to a customer satisfaction survey). This feature can also be used to “catch” calls that are unintentionally dropped. With Post-Call Destination, rather than losing the call, it is automatically rerouted to another answer point.	
Single-Button Transfer to Voice Mail	Call transfer to a voice mailbox can be invoked by pressing the Message key on a Mitel IP Phone or a soft key on a Mitel phone console and entering the desired contact’s extension.	

Personal Ring Group and Handoff Feature

The Personal Ring Group (PRG) feature allows a collection of devices (directory numbers) to be associated with a single user.

When the user's primary number is called, MiVoice Business rings all associated devices (up to eight) simultaneously. The primary number acts as the unique PBX identity or directory number. Similarly, whichever PRG device a mobile worker uses to make a call or access a feature will take on the user's identity including all the user's rights and permissions.

The PRG can be configured as One Busy All Busy. This means, if one device in a PRG is occupied, MiVoice Business will treat any subsequent calls to the user's primary number as Busy.

PRGs can also include the following softphone applications:

- MiCollab Client
- Microsoft Office Communications Server 2007 Client (For the purposes of dual forking, allows a user to have a desk phone, a cell phone and an Office Communications softphone. The PRG manages the simultaneous presentation of calls.)

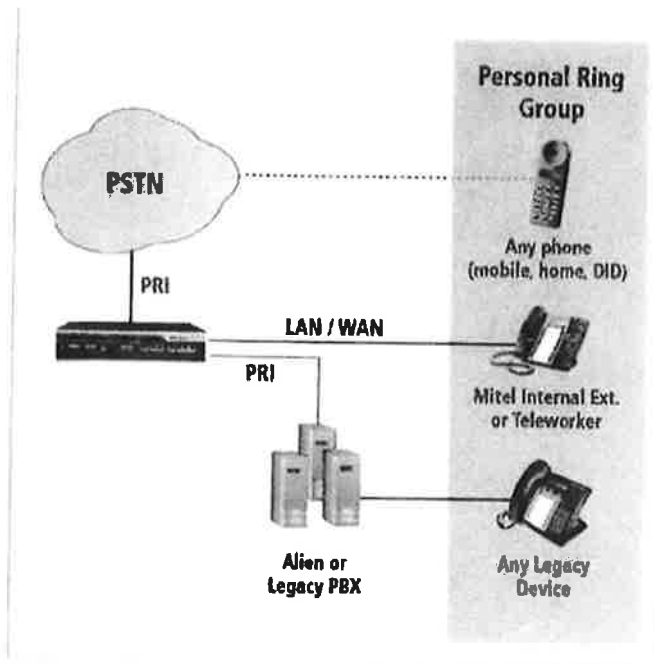
Network Transitioning

If the user has a dual-mode cellular phone and runs a SIP client, the user can be a member of the PRG if it has an MiVoice Business SIP license. In this context, a smartphone user on a public mobile network call (GSM) who moved within range of an open Wi-Fi zone or enterprise wireless network could alternate from one network to another, transitioning seamlessly from an expensive network to a free call.

Handoff Feature

The PRG Handoff feature allows a mobile user to switch back and forth between fixed and mobile devices without interrupting the flow of conversation. A "push" passes the call to the group, where it can be answered by any other enabled device. A "pull" takes an in-progress call away from another device. To push a call to, or to pull a call from, another member, a Handoff key or equivalent feature access code may be configured.

Users can program any button, including Programmable Key Module (PKM) buttons, as a Handoff key. An external hot-desk or mobile user can invoke mid-call features from the dial-pad while active on a PSTN trunk. The default Handoff feature may be accessed by dialing 5, which pushes the call back to, or pulls it from, the user's PRG.



MiVoice Business Enhanced Ring Groups

MiVoice Business provides users the ability to create Enhanced Ring Groups, which consolidate the definitions of a group's membership and the group's ring algorithm into a single, programmable definition.

The members of a group can be defined, and the hunting, or ringing algorithm, can be assigned to that group. The queuing behavior, overflow definition, and destination definition, and post call handling can also be described within the construct of a single definition.

An Enhanced Ring Group records messages (specific RADs or groups of RADs) and their relative start times for callers waiting for an agent to answer. A typical RAD message may thank the caller for remaining on hold, relay the caller's position in the queue, and provide an expected wait time.

Groups can be defined as consisting of any dial-able endpoint. This includes MiNET devices, Hot Desk users, SIP endpoints, analog endpoints, Dynamic Extension endpoints, multi-device users, Remote Directory Numbers, and other groups.

A hunt group consists of members of a group that act as routing points. When a call is received, the telephone system searches the members assigned to hunt groups for the first available member of the group and switches the call to that member.

Overflow improves call handling by determining whether to move a call to an alternate answer point. A algorithm considers how many calls are in the queue, how many members are active in the group, and

what the average call duration is. If the threshold is reached, calls will be moved to another answering destination.

The ringing algorithm defines the way an idle party is selected within the group. The choices are:

- Terminal hunting (start at the beginning)
- Circular hunting (start at the last party)
- Terminal Cascading (Move to next on no answer)
- Circular Cascading (Move to next on no answer)

MiVoice Business: Caller-ID-Based Routing—White List and Black List

To help customers better manage calls, Mitel has created a whitelist/blacklist capability which can route specific incoming callers based on calling line ID.

For the whitelist, the calling line ID can be used to provide a white glove service to route known contacts to specific users or groups of users to help ensure optimum customer service.

For the blacklist, unwanted calls can be routed either to a message-only mailbox or simply disconnected, thus avoiding staff having to waste time dealing with unnecessary calls.

Either of these routing choices can be based on a full or partial CLI match. In addition, the table that lists the white or black list can have an unlimited number of entries; and it's easy to add, change, or delete numbers.

MiVoice Business White or Black List Table

The screenshot shows the Mitel MiVoice Business web interface. The main content area is titled "Caller-Based Routing Service" and displays a table with the following data:

Caller ID	Priority (Black or White)	Destination Number	Caller-Based Routing Service Type
82-81-982-280	Black		Black
5139-829-122	White	252-2721	White
5135-9212-36	White	8000	White

- **Approximately 500 phones as required by departments**
 - **At least three different styles of phones: desktop phone with speakerphone capability,**
 - **wall-mount phone with speakerphone capability, and conference phone.**
 - **ADA-compliant telephone handsets and system options must be available as needed.**

MiVoice 6920 IP Phone

Designed for the enterprise user, who requires flexibility and reliability from their phone to meet their heavy phone requirements, the 6920 IP Phone has been proposed for users as it met the requirements listed in the RFP.



The MiVoice 6920 is designed for enterprise users who demand not only a modern design but also a phone that is flexible and delivers a high quality communications experience. Delivering an exceptional HD audio experience via its speech optimized handset, it also provides a full-duplex speakerphone and support for USB and analog handsets.

Mobile device integration is enabled with the addition of the optional USB Bluetooth dongle, allowing access to many of the features of their mobile phone from their desk phone including contact list synchronization and the ability to make/receive mobile calls on their desk phone.

All of these features make the MiVoice 6920 one of the most advanced general purpose IP desk phones available today.

- 3.5-inch QVGA color display: 320x240 pixel
- MobileLink mobile device integration (available through optional USB BT dongle)
- Crystal clear HD audio
- 18 programmable personal keys
- Context sensitive soft keys
- High quality full-duplex speakerphone
- Corded speech optimized handset
- Native DHS/G/EHS analog headset support
- USB port for headsets and accessories
- Gigabit Ethernet ports with PoE

MiVoice 6930 IP Phone

Powerful, customizable IP phone designed for the power user the 6930 IP phone could be added if desired.



Ideal for power users who require a phone that can be tailored to their specific communication needs. Designed from the ground up to provide an exceptional HD audio experience via its speech optimized handset, enhanced full-duplex speakerphone and support for Bluetooth, USB and Analog handsets.

Mobile device integration seamlessly marries your mobile phone call audio and contact information with the MiVoice 6930. Calls to your mobile phone can be answered on the MiVoice 6930 just like any other call, leveraging the superior audio performance and ergonomics of the 6930 IP Phone. Mobile phone contacts are automatically synchronized with the MiVoice 6930 allowing access to the same contacts on either device. Additionally a powered USB port suitable for charging a mobile phone is also built into the MiVoice 6930.

- Large 4.7-inch color display: 480x272 pixel LCD
- MobileLink mobile device integration
- Crystal clear HD audio
- Mobile phone charging point
- Embedded Bluetooth 4.0
- 72 programmable personal keys
- Context sensitive soft keys
- Enhanced full-duplex speakerphone
- Corded speech optimized handset
- Gigabit Ethernet ports with PoE

MiVoice 6940 IP Phone

Executive power users will rejoice as the power of touch is combined with flagship functionality in this state-of-the-art IP Phone. The 6940 IP phone is an additional option if desired.



Designed for the executive user who demands an exceptional phone that meets their demanding communication needs, the MiVoice 6940 IP Phone offers power users a touch-centric user experience on top of robust, productivity-enhancing features.

Mobile device integration seamlessly marries your mobile phone call audio and contact information with the MiVoice 6940. Calls to your mobile phone can be answered on the MiVoice 6940 just like any other call, leveraging the superior audio performance and ergonomics of the 6940 IP Phone. Mobile phone contacts are automatically synchronized with the MiVoice 6940 allowing access to the same contacts on either device. Additionally a powered USB port suitable for charging a mobile phone is also built into the MiVoice 6940.

- Large 7-inch touchscreen color display: 800x480 pixel LCD
- Touchscreen keyboard
- MobileLink mobile device integration
- Crystal clear HD audio
- Mobile phone charging point
- Embedded Bluetooth 4.0
- 96 programmable personal keys
- Context sensitive soft keys
- Enhanced full-duplex speakerphone
- Cordless speech optimized handset

MiVoice Conference Phone

The MiVoice Conference Phone is the first device of its kind, created in direct response to the need for an easier, more cost-effective way to collaborate. In a single, compact touch-screen device it makes rich multimedia collaboration as simple as making a phone call.

An all-in-one appliance, the MiVoice Conference Phone provides multi-party audio conferencing, in-room presentation display, and remote collaboration for personal offices and conference rooms at a fraction of the cost of traditional room-based systems. Its open-standards, SIP-compatible technology fits seamlessly into existing infrastructures including PBX deployments and computing environments from Mitel and third parties.



The Mitel device enables impromptu collaboration for up to four participants through the following key features:

- superior audio conferencing technology including a beam-forming microphone array
- built-in presentation display via an HDMI interface that supports connection to a high-definition flat-panel screen or projector
- embedded Microsoft Office readers/editors with cloud storage access and remote desktop access (no need to use a laptop to give the presentation)
- support for multiple file transfer methods including cloud access (e.g., Dropbox or Google Docs), a USB flash drive, and micro SD card
- four-party HD video conferencing (720p capable) without an external MCU

Note: MiVoice Conference phone is not wireless but supports OPTIONAL wireless microphones and can be connected to an OPTIONAL Mitel Wireless LAN module.

ADA Specific Information

Mitel designs its products to make sure that what it offers is accessible to everyone, regardless of their physical limitations. Mitel's solutions offer features that provide, or work with assistive technology to provide, telephone communications, e-mail, voice mail, fax, and PC desktop applications to disabled users. All solution components, from its telephones to applications including MiCollab and NuPoint Unified Messaging, adhere to the strictest worldwide accessibility standards, including those from the following organizations:

- United States Access Board: Electronic and Information Technology (E&IT) Accessibility Standards (section 508 of the Rehabilitation Act). The E&IT is a global market where the use of international standards benefit agencies and people with disabilities by reducing the costs that would be associated with designing and developing different products to meet conflicting requirements in different markets. Section 508 of the Rehabilitation Act implements telecommunications requirements for persons with disabilities. This is in support of the Americans with Disability Act. Section 508 offers the following:
 - Expertise in human interface design to deliver products with simplified, intuitive user interfaces
 - Strategic technology relationships to deliver solutions that address people with special needs and disabilities
- Strict development processes evaluate and identify areas that will provide disabled people with the same access and opportunities to use its products as those who are not disabled. World Wide Web Consortium Web Accessibility Guideline ISO TC 159: Software Accessibility
- ISO TC 173: Technical Systems and Aids for People with Disabilities
- ISO/IEC Guide 71: Guidelines for standards developers to address the needs of older persons and persons with disabilities
- ANSI C63.19: Wireless Hearing Aid Compatibility
- IEC TC 100: Ease-of-use of appliance controllers to meet the needs of people with disabilities (Japan)
- SOGITS N1032 – EN for DG XIII (European Standards)
- Nordic Standards for Accessibility

As accessibility garners increased attention and priority around the world, it cannot help but drive new technological advancements. Mitel will continue to be on top of these innovations, incorporating them into its products and ensuring that disabled users always have access and opportunities.

All products in the Mitel portfolio comply with the Accessibility Act Section 508 and 255. Specific VPAT forms can be found on our website. Please refer the website for additional details.

<http://www.mitel.com/accessibility>

- **Documentation and training materials to cover:**
 - **End user training on telephone functionality and voice mail.**
 - **Call routing and menu configuration.**
 - **System and server configuration, maintenance, and update processes.**

Staff Training:

The Maverick Networks' user training session is designed to meet the requirements of preparing attendants and station users for the use of the Telephone systems. Each user learns to use each feature and understand the associated benefits. Training is scheduled prior to Cutover with appropriate follow up after Cutover. The training sessions are equipped with telephone instruments for actual hands on use. Soft copy training materials and quick reference guides will be provided as well.

Train the Trainer:

Maverick Networks' will provide a Train the Trainer sessions as needed. Upon completion of this process an employee will have the ability to provide other employee's with continuous attendant and user training.

Train the Trainer session content includes:

- Working with the Project Supervisor throughout the database gathering process.
- Participate in & conduct user training sessions.
- Question and Answer session.

Telephone set familiarization:

- Identification of button types: fixed feature buttons, programmable feature buttons, RG Tone Key (ring tones), volume control.
- Brief mention of other types of sets that may be encountered (i.e., 24 buttons, displays, and speakers).

Station user training session content includes:

- Presentation of system, emphasizing benefits of the most common features (Call pick up, call forwarding, etc.)
- Demonstration of features.
- Hands on experience of features with telephone instruments.
- Question/answer session.
- A Telephone User Guide, Based on Instrument type, is provided.

Telephone System Feature Review:

- Step-by-Step review of the features outlined in the user Quick Reference Guide.
- Review of any unique features that may not be covered in the Quick Reference Guide.

UCC user training session content includes:

- Presentation of software, emphasizing benefits of the most common features (Call pick up, call forwarding, etc.)
- Demonstration of features.
- Hands on experience of features with software
- Question/answer session.

On-Going Training:

Maverick Networks and can provide onsite training to perform a full training class. The cost is \$125.00 per hour.

Administrator Training

The goal of administrator training is to allow the IT staff to become proficient in day to day management and troubleshooting of the new Mitel infrastructure. While Maverick Networks will remain available for post installation support, the staff should and will learn to diagnose issues, make add/moves/changes to the system etc.

Maverick Networks will provide onsite administration training for the staff, as requested.

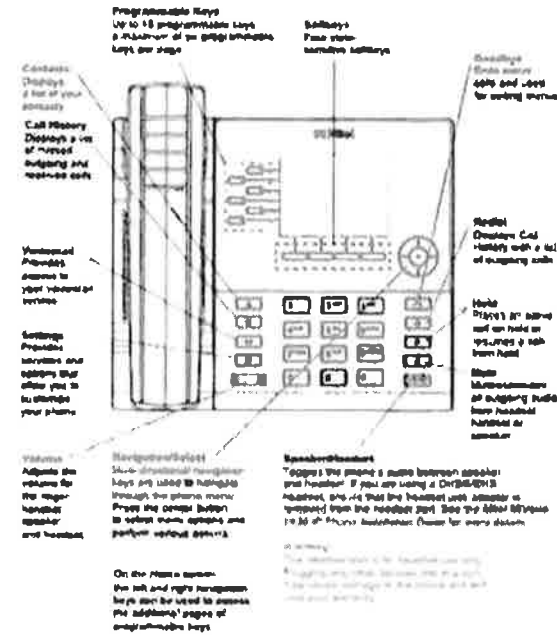
Training will include the system fundamentals that will cover the following:

- Telephone system training
- Logging onto the systems Group Administration
- Changing the Time and Date
- Managing System Speed Calls
- Adding, Editing and Deleting Extensions
- Modifying User's Personal Keys
- Scheduling reports
- Adding or Modifying user information
- General Troubleshooting

Quick Reference Guide

Mitel MiVoice 6920 IP Phone

Getting started



Basic call handling

Making a call

- 1 Lift the handset or press the **[3/3]** key and dial the number
- 2 Press the Line programmable key and dial the number



Ending a call

Place the handset back in its cradle, press the End Call softkey, or press the **[END]** key.

Answering a call

Lift the handset or press the **[3/3]** key for handset operation.

Redialing

Press the Speedial softkey once or the **[9]** key twice to call the last dialed number as displayed on the Home screen.

or

Press the **[8]** key once to access the Call History application with a list of recently dialed numbers. Use the up and down navigation keys to scroll through the entries and either press the Select button or Dial softkey to redial the selected number.

Muting

Press the **[M]** key while on an active call to mute the microphone for your handset, headset, or speaker. Press the **[M]** key again to unmute the audio.

Hold and resuming

- 1 To place an active call on hold, press the **[H]** key. A **[hold]** icon flashes on the respective Line key.
- 2 To resume the call, press the **[H]** key again or press the respective Line key.

Note: For details on all the available features and options, refer to the Mitel MiVoice 6920 IP Phone User Guide.



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Quick Reference Guide

User Interface (UI) Overview

Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, **Avater**, last dialed number, time, date and list of programmable softkeys.



Call screen

When on an active call, caller's avater, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



Applications

Contacts

The Contacts application stores personal phone book and directory. The Mitel MVoice 6920 IP Phone supports a localized Personal directory as well as enhanced functionality allowing for interoperability with LDAP (corporate) directories.



Making a call using the Contacts application

- 1 Press the key to access the Contacts application.
- 2 Navigate to the respective contacts folder and scroll through the contacts by using the navigation keys or Enter characters using the keypad and press the Search softkey to use the search feature.
- 3 When the applicable contact is highlighted, press the Select button or Dial softkey to place a call using the entry's default phone number or To place a call to a different phone number defined for the entry (for example, a mobile number) press the right navigation key, highlight the phone number you want to call using the up or down navigation keys, and press the Select button or Dial softkey.



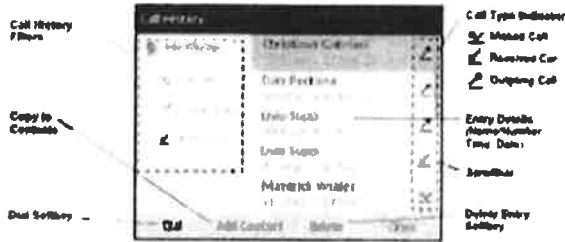
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Quick Reference Guide

Call History

The Call History application displays a list of your missed, outgoing and received calls. You can view, delete and dial out to call history entries as well as copy entries to your Contacts application.



Using the Call History application

- 1 Press the **[4]** key to access the Call History application.
- 2 Scroll through the list by using the navigation keys. To view additional entry details, press the **[Right]** navigation key when the entry is highlighted.
- 3 Press the **Select** button or **Dial** softkey to place a call to the respective entry or Press the **Add Contact** softkey to copy the entry to your Contacts application or Press the **Delete** softkey to delete the entry from your Call History.

Voicemail

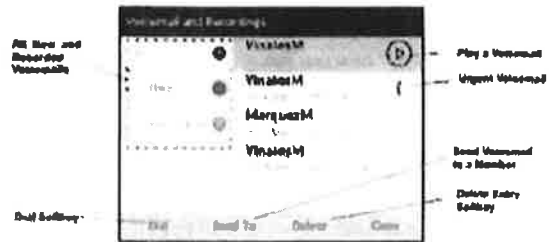
When voicemail functionality is enabled, the MWI LED on the Mitel MiVoice 6920 flashes red and the **[60]** (Voicemail) icon displays on the status bar indicating that voicemail messages are available. You can access your voicemail service by pressing the **Voicemail** key.

Visual voicemail

Visual voicemail enables access to voicemail system and displays a count of all new

and recorded voicemail messages.

Note: Visual and visual voicemail functionality must be configured by your System Administrator.



Enabling visual voicemail

- 1 Press the **[6]** (Settings) key on the phone to access the Static Settings menu.
- 2 Navigate to **Voicemail** using the left navigation key and then press the **Select** softkey.
- 3 Press the **Select** softkey to select the key opens **Voicemail App** checkbox.
- 4 Press the **Save** softkey.

Note: For security reasons, the password can be enabled only from the user login screen.

Note: For additional visual voicemail functions, refer to the Mitel MiVoice 6920 IP Phone User Guide.

Advanced call handling

The Mitel MiVoice 6920 IP Phone provides a method for transferring calls through the **Transfer** softkey.

Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer.
- 2 Press the **Transfer** softkey.



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Quick Reference Guide

The active call is placed on hold

3 Enter the transfer recipient's number and press the Transfer softkey

Creating a multi-party conference call

1 Ensure you are on active call with one of the parties with whom you wish to create a conference

2 Press the Add User softkey. The active call is placed on hold

3 Enter the conference target's number

4 Wait for an answer, connect, and then press the Join Calls softkey to create the three-way conference call

5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference

Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an internal or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually

Note Configuring a programmable key using the press-and-hold method is only available if enabled by your System Administrator

Programming a Speed Call key

1 Press and hold the applicable programmable key (for 0.5 seconds) until the Label Name field is displayed

2 In the Label Name field, enter a label to apply to the key

Note Use the ABC softkey to specify uppercase letters or lowercase letters when entering the label

3 Press the down navigation key to move to the Number field and enter the number using the keypad keys

4 (Optional) Press the down navigation key to move to the Private checkbox and press the Select button to make the key a Private Speed Call key. When a Private Speed Call key is pressed, the call is considered private and caller ID information is not displayed in the phone's call history

5 Press the Save softkey to save the information to the key you selected

Note Other features such as Phone Lock, Call Forward Always, Do Not Disturb, and Account Code keys can be programmed using the press-and-hold method if enabled by your System Administrator. For more information, please refer to the Mitel MiVoice 9610 Phone User Guide



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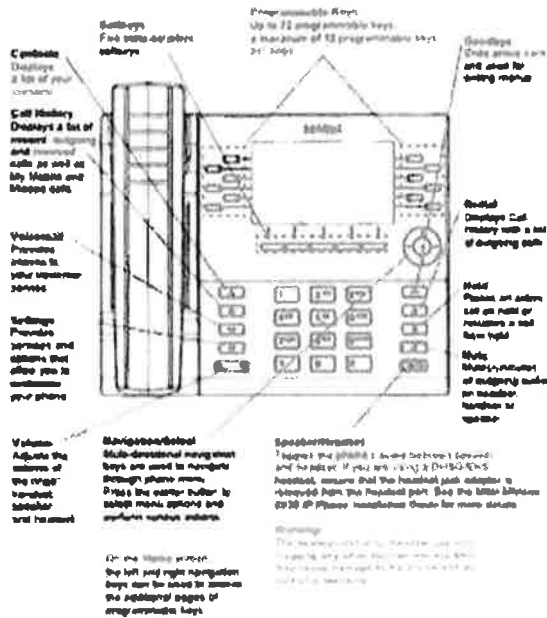
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Quick Reference Guide

Mitel MiVoice 6930 IP Phone

Getting started



Basic call handling

Making a call

- 1 Lift the handset or press the **[3/0]** key, and dial the number.
- 2 Press the Line programmable key and dial the number.



Ending a call

Place the handset back in its cradle, press the End Call softkey, or press the **[END]** key.

Answering a call

Lift the handset or press the **[3/0]** key for handsfree operation.

Redialing

Press the Redial softkey once or the **[3]** key twice to call the last dialed number as displayed on the Home screen.

or

Press the **[9]** key once to access the Call History application with a list of recently dialed numbers. Use the up and down navigation keys to scroll through the witness and either press the Select button or Dial softkey to redial the selected number.

Muting

Press the **[M]** key while on an active call to mute the microphone for your handset, headset or speaker. Press the **[M]** key again to unmute the audio.

Holding and resuming

- 1 To place an active call on hold, press the **[M]** key. A **[hold]** icon flashes on the respective Line key.
- 2 To resume the call, press the **[H]** key again or press the respective Line key.

For more information on the available features and options, refer to the Mitel MiVoice 6930 IP Phone User Guide.



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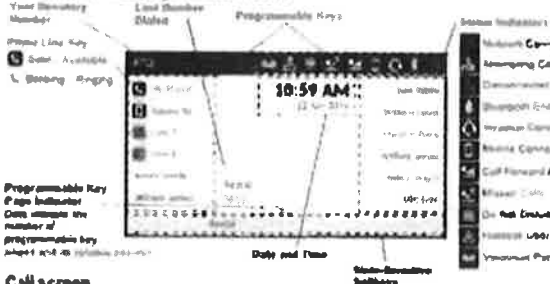
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Quick Reference Guide

User Interface (UI) overview

Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, avatar, last dialed number, time, date and list of programmable softkeys.



Call screen

When on an active call, caller's avatar, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



Applications

Contacts

The Contacts application stores personal phone book and directory. The Mitel MiVoice 6930 IP Phone supports a localized Personal directory, interoperability with LDAP (corporate) directories, and enhanced MobileLink functionality, which allows you to sync your mobile contacts with your 6930 IP Phone.



Making a call using the Contacts application

- 1 Press the key to access the Contacts application.
- 2 Navigate to the respective contacts folder and scroll through the contacts by using the navigation keys.
or
Enter characters using the keypad and press the Search softkey to use the search feature.
- 3 When the applicable contact is highlighted, press the Select button or Dial softkey to place a call using the entry's default phone number.
or
To place a call to a different phone number defined for the entry (for example, a mobile number), press the right navigation key, highlight the phone number you want to call using the up or down navigation keys, and press the Select button of Dial softkey.



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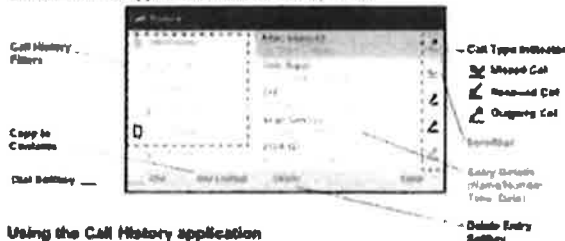
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Quick Reference Guide

Call History

The Call History application displays a list of your missed, outgoing and received calls as well as My Mobile and Missed calls. You can view, delete and dial out to call history entries as well as copy entries to the Contacts application.



Using the Call History application

- 1 Press the **Call History** key to access the Call History application.
- 2 Scroll through the lists by using the navigation keys. To view additional entry details, press the **Right navigation key** when the entry is highlighted.
- 3 Press the **Select** button or **Dial** softkey to place a call to the respective entry, or Press the **Add Contact** softkey to copy the entry to your Contacts application, or Press the **Delete** softkey to delete the entry from your Call History.

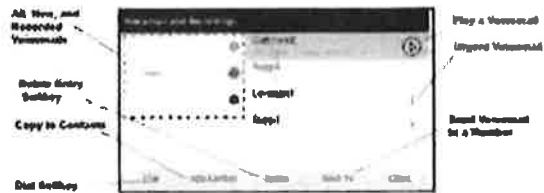
Voicemail

When voicemail functionality is enabled, the MWI LED on the Meet M/Voice 6930 flashes red and the **Voicemail** icon displays on the status bar indicating that voicemail messages are available. You can access your voicemail service by pressing the **Voicemail** key.

Visual voicemail

Visual voicemail enables access to voicemail system and displays a court of all, new and recorded voicemail messages.

Note: Voicemail and visual voicemail functionality must be configured by your System Administrator.



Enabling visual voicemail

- 1 Press the **Settings** key on the phone to access the Static Settings menu.
- 2 Navigate to **Voicemail** using the left navigation key and then press the **Select** softkey.
- 3 Press the **Select** softkey to select the key open **Voicemail App** checkbox.
- 4 Press the **Save** softkey.

Note: For security reasons, the password can be enabled only from the user login screen.

Note: For additional visual voicemail information, refer to the Meet M/Voice 6930 IP Phone User Guide.

Advanced call handling

The Meet M/Voice 6930 IP Phone provides a method for transferring calls through the **Transfer** softkey.

Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer.
- 2 Press the **Transfer** softkey. The active call is placed on hold.
- 3 Enter the transfer recipient's number and press the **Transfer** softkey.

Creating a multi-party conference call

- 1 Ensure you are on active call with one of the parties with whom you wish to create a conference.



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Quick Reference Guide

- 2 Press the **Add Users** softkey. The active call is placed on hold.
- 3 Enter the conference target's number.
- 4 Wait for an answer, consult, and then press the **Join Calls** softkey to create the three-way conference call.
- 5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference.

Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an internal or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually.

Note: Configuring a programmable key using the press and hold method is only available if enabled by your System Administrator.

Programming a Speed Call key

- 1 Press and hold the applicable programmable key (for 3-5 seconds) until the **Label Name** field is displayed.

- 2 In the **Label Name** field, enter a label to apply to the key.

Note: Use the **ABC** softkey to specify uppercase letters or lowercase letters when entering the label.

- 3 Press the down navigation key to move to the **Number** field and enter the number using the displayed keys.

- 4 (Optional) Press the down navigation key to move to the **Private** checkbox and press the **Select** button to make the key a **Private Speed Call** key. When a **Private Speed Call** key is pressed, the call is considered private and caller ID information is not displayed in the phone's call history.

- 5 Press the **Save** softkey to save the information to the key you selected.

Note: Other features such as **Phone Lock**, **Call Forward Always**, **Do Not Disturb**, **Mobile Line**, and **Account Code** keys can be programmed using the press-and-hold method (if enabled by your System Administrator). For more information, please refer to the **Mitel MIVoice 6930 IP Phone User Guide**.

MobileLine features

The Mitel MIVoice 6930 IP Phone supports **MobileLine**, a feature that provides seamless mobile integration using **Bluetooth** wireless technology. **MobileLine** highlights include the ability to:

- Sync your mobile phone's contact list and call history with your 6930 IP Phone.

- Answer a mobile phone call using your 6930 IP Phone.
- Move active calls between the 6930 IP Phone and your mobile phone.

Note: **MobileLine** features are available only if your Administrator has enabled them. Contact your Administrator for details on how to enable **MobileLine** functionality on your phone.

Pairing a mobile phone using Bluetooth

- 1 Press the **Bluetooth** key to navigate to **Bluetooth** settings and press the **Select** button or **Select** softkey.

- 2 Press the **Turn On** softkey to enable **Bluetooth** functionality. Ensure your mobile phone is discoverable as the Mitel MIVoice 6930 IP Phone automatically scans for available **Bluetooth** devices.

Note: For information on how to make your mobile phone discoverable, refer to the documentation provided with your respective mobile phone.

- 3 When your mobile phone has been discovered, use the navigation keys to highlight the respective entry in the list of available devices and press the **Select** button or **Pair** softkey. A **Bluetooth** pairing request displays on both the Mitel MIVoice 6930 IP Phone and your mobile device.



- 4 Ensure the pairing code matches on both devices and press **Yes** on the Mitel MIVoice 6930 IP Phone and acknowledge the pairing request on your mobile phone. The Mitel MIVoice 6930 IP Phone attempts to pair the mobile phone and if successful automatically attempts to connect to the mobile phone.

Note: If pairing or connecting fails, a failed error message displays on screen. Press **Retry** to attempt to pair or connect again, or **Cancel** to cancel the attempt.

- 5 Press **OK** to acknowledge the successful connection. The connected mobile phone is added to the list of **Paired Devices** and is ready to use.

Synchronizing mobile contacts

The Mitel MIVoice 6930 IP Phone automatically attempts to sync your mobile contacts to the **Contacts** application upon pairing and connection.

To manually update your mobile contacts:



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Quick Reference Guide

- 1 Press the **[A]** key to access the Contacts application
- 2 Navigate to the Mobile contacts folder
- 3 Press the Update softkey
The Mitel MVoice 6930 IP Phone attempts to re-synchronize and update your mobile contacts

Note: If the update fails, a failed to retrieve contacts message appears on screen. Press Retry to attempt to update again or Cancel to cancel the attempt.

Answering an incoming mobile call using your Mitel MVoice 6930 IP Phone

When your mobile phone is paired and connected to your Mitel MVoice 6930 IP Phone incoming calls on your mobile phone will be indicated on your 6930 IP Phone as well.

Note: A Mobile Line key must be configured to answer an incoming mobile call using your Mitel MVoice 6930 IP phone. For more information refer to the Mitel MVoice 6930 IP Phone User Guide.



Lift the handset or press the **[3/5]** key, **[H]** Bluetooth Line key, or Answer softkey for handsfree operation.

Moving the audio of an active mobile call between your mobile phone and Mitel MVoice 6930 IP Phone

Press the Push call softkey to push the mobile call's audio from your Mitel MVoice 6930 IP Phone to your mobile phone or

Press the **[M]** Mobile Line key to pull the mobile call's audio from your mobile phone to the Mitel MVoice 6930 IP Phone.

Syncing mobile call history

The Mitel MVoice 6930 IP Phone automatically syncs your mobile call history to the Call History application upon pairing and connection.

To manually update your mobile call history:

- 1 Press the **[C]** (Call History) key
- 2 Navigate to the My Mobile or Missed folder
- 3 Press the Update softkey
The Mitel MVoice 6930 IP Phone attempts to re-synchronize and update your mobile call history

Note: If the update fails, a failed to retrieve contacts message appears on screen. Press Retry to attempt to update again or Cancel to cancel the attempt.

Note: For other functions, such as viewing mobile call history details, adding a mobile call history entry, adding a mobile call history entry to Contacts, and deleting mobile call history, refer to the Mitel MVoice 6930 IP Phone User Guide.



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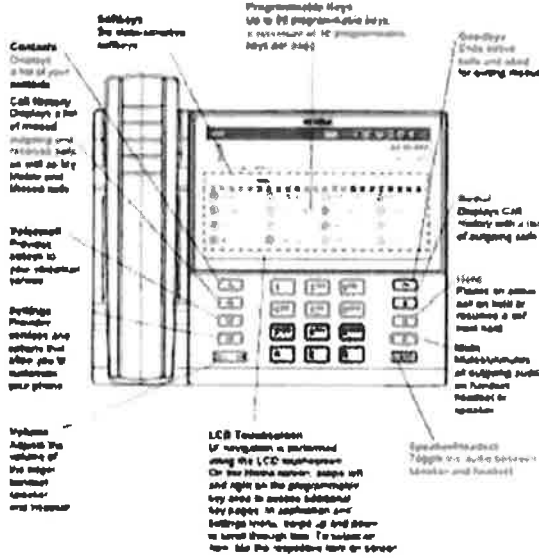
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Quick Reference Guide

Mitel MiVoice 6940 IP Phone

Getting started



Basic call handling

Making a call

- Lift the handset or press the **[3/4]** key and dial the number
- Tap the Line programmable key and dial the number



Ending a call

Place the handset back in its cradle, tap the End Call softkey, or press the **[END]** key

Answering a call

Lift the handset or press the **[3/4]** key for handsfree operation

Redialling

Tap the Redial softkey once or press the **[6]** key twice to call the last dialed number as displayed on the Home screen

Press the **[6]** key once to access the Call History application with a list of recently dialed numbers. Swipe up and down to scroll through the entries, select the entry and tap the Dial softkey to redial the selected number

Muting

Press the **[M]** key while on an active call to mute the microphone for your handset, headset or speaker. Press the **[M]** key again to unmute the audio

Holding and resuming

1 To place an active call on hold, press the **[H]** key. A **[H]** (hold) icon flashes on the applicable Line key

2 To resume the call, press the **[H]** key again or tap the respective Line key

Note: For details on all the available features and options, refer to the Mitel MiVoice 6940 IP Phone User Guide



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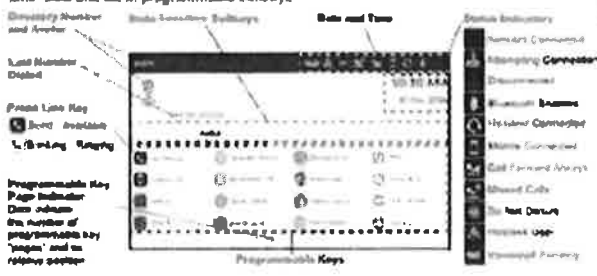
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Quick Reference Guide

User Interface (UI) overview

Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, avatar, last dialed number, time, date and list of programmable softkeys.



Call screen

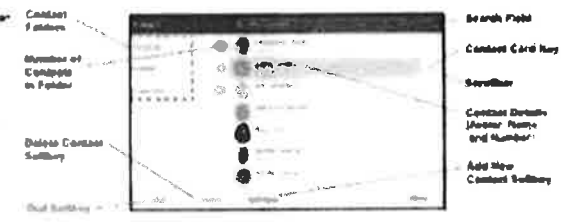
When on an active call, caller's avatar, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



Applications

Contacts

The Contacts application stores personal phone book and directory. The Mitel MiVoice 6940 IP Phone supports a localized Personal directory, interoperability with LDAP (corporate) directories, and enhanced Mobile in functionality which allows you to sync your mobile contacts with your 6940 IP Phone.



Making a call using the Contacts application

- 1 Press the **5** key to access the Contacts application
- 2 Tap the respective contacts folder and scroll through the contacts by swiping up and down on the bar
or
Tap the search field, enter characters using the on-screen keyboard, and tap the blue Enter key to use the search feature
- 3 When the applicable contact is highlighted, tap the Dial softkey to place a call using the entry's default phone number
or
To place a call to a different phone number defined for the entry (for example, a mobile number), tap the **1** key to access the contact card screen and then tap the phone number to dial



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Quick Reference Guide

Call History

The Call History application displays a list of your missed, outgoing and received calls as well as My Mobile and Missed calls. You can view, delete and dial out to call history entries as well as copy entries to the Contacts application.



Using the Call History application

- 1 Press the **[Call History]** key to access the Call History application
- 2 Tap the respective contacts folder and scroll through the entries by swiping up and down on the list. To view additional call details tap the **[i]** key when the entry is highlighted
- 3 Tap the **[Dial]** softkey to place a call to the respective entry
 - or
 - Tap the **[Add Contact]** softkey to copy the entry to your Contacts application
 - or
 - Tap the **[Delete]** softkey to delete the entry from your Call History

Voicemail

When voicemail functionality is enabled, the MWV LED on the Mitel M/Voice 6940 flashes red and the **[Voicemail]** icon displays on the status bar indicating that voicemail messages are available. You can access your voicemail service by pressing the Voicemail key.

Visual voicemail

Visual voicemail enables access to voicemail system and displays a count of all new

and recorded voicemail messages.

Note: Voicemail and visual voicemail functionality must be configured by your System Administrator.



Enabling visual voicemail

- 1 Press the **[Settings]** key on the phone to access the Static Settings menu
- 2 Tap Voicemail
- 3 Tap the key opens Voicemail App checkbox to select the checkbox
- 4 Tap Save

Note: For security reasons, the password can be enabled only when the user login screen

Note: For additional visual voicemail functions refer to the Mitel M/Voice 6940 IP Phone User Guide.

Advanced call handling

The Mitel M/Voice 6940 IP Phone provides a method for transferring calls through the Transfer softkey.

Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer
- 2 Tap the Transfer softkey
The active call is placed on hold
- 3 Enter the transfer recipient's number and tap Transfer



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Quick Reference Guide

Creating a multi-party conference call

- 1 Ensure you are on active call with one of the parties with whom you wish to create a conference
- 2 Tap the **Add User** softkey. The active call is placed on hold
- 3 Enter the conference target's number
- 4 Wait for an answer, consult, and then tap the **Join Calls** softkey to create the three-way conference call
- 5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference

Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an external or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually.

Note: Configuring a programmable key using the press-and-hold method is only available if enabled by your System Administrator.

Programming a Speed Call key

- 1 Press and hold the applicable programmable key (for 0.5 seconds) until the **Label Name** field is displayed
- 2 In the **Label Name** field, enter a label to apply to the key using the on-screen keyboard
- 3 Tap the **Number** field and enter a number using the keypad keys
- 4 (Optional) Tap the **Private** check box to make the key a **Private Speed Call** key. When a **Private Speed Call** key is tapped, the call is considered private and caller ID information is not displayed in the phone's call history
- 5 Tap the **Save** softkey to save the information to the key you selected

Note: Other features such as **Phone Lock**, **Call Forward Always**, **Do Not Disturb**, **Mobile Link**, and **Account Code** keys can be programmed using the press-and-hold method (if enabled by your System Administrator). For more information, refer to the *Mitel MVoice 6940 IP Phone User Guide*.

MobileLink features

The Mitel MVoice 6940 IP Phone supports **MobileLink**, a feature that provides seamless mobile integration using Bluetooth wireless technology. **MobileLink** highlights include the ability to:

- Sync your mobile phone's contact list and call history with your 6940 IP Phone
- Answer a mobile phone call using your 6940 IP Phone
- Move active calls between the 6940 IP Phone and your mobile phone

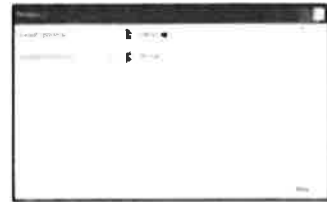
Note: MobileLink features are available only if your Administrator has enabled them. Contact your Administrator for details on how to enable MobileLink functionality on your phone.

Pairing a mobile phone using Bluetooth

- 1 Press **[Bluetooth]** the key and tap the **Bluetooth** icon
- 2 Swipe the **[Bluetooth]** toggle switch to the right to enable Bluetooth functionality. Ensure your mobile phone is discoverable as the Mitel MVoice 6940 IP Phone automatically scans for available Bluetooth devices.

Note: For information on how to make your mobile phone Bluetooth discoverable, refer to the documentation provided with your respective mobile phone.

- 3 When your mobile phone has been discovered, tap the respective entry on the list of available devices. A Bluetooth pairing request displays on both the Mitel MVoice 6940 IP Phone and your mobile device.
- 4 Ensure the pairing code matches on both devices and tap **Yes** on the Mitel MVoice 6940 IP Phone and acknowledge the pairing request on your mobile phone. The Mitel MVoice 6940 IP Phone attempts to pair the mobile phone and if successful automatically attempts to connect to the mobile phone.



Note: If pairing or connecting fails, a failed error message displays on screen. Tap **Retry** to attempt to pair or connect again, or **Cancel** to cancel the attempt.

- 5 Tap the **OK** button to acknowledge the successful connection. The connected mobile phone is added to the list of **Paired Devices** and is ready to use.

Synchronizing mobile contacts

The Mitel MVoice 6940 IP Phone automatically syncs your mobile contacts to the **Contacts** application upon pairing and connection. To manually update your mobile contacts:



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Quick Reference Guide

- 1 Press the **[2]** key to access the Contacts application
- 2 Tap the Mobile contacts folder
- 3 Tap the Update softkey
The Mitel MiVoice 6940 IP Phone attempts to update and synchronize your mobile contacts

Note: If the update fails, a failed to retrieve contacts message displays on screen. Tap Retry to attempt to update again or Cancel to cancel the attempt.

Answering an incoming mobile call using your Mitel MiVoice 6940 IP Phone

When your mobile phone is paired and connected to your Mitel MiVoice 6940 IP Phone incoming calls on your mobile phone will be indicated on your 6940 IP Phone as well.

Note: A Mobile Line key must be configured to answer an incoming mobile call using your Mitel MiVoice 6940 IP phone. For more information refer to the Mitel MiVoice 6940 IP Phone User Guide.



LA the handset or press the **[3/7]** key blinking **[1]** Bluetooth Line key or Answer softkey for handsfree operation.

Moving the audio of an active mobile call between your mobile phone and Mitel MiVoice 6940 IP Phone

Tap the Push call softkey to push the mobile call's audio from your Mitel MiVoice 6940 IP Phone to your mobile phone.

or

Tap the **[4]** Mobile Line key to pull the mobile call's audio from your mobile phone to the Mitel MiVoice 6940 IP Phone.

Syncing mobile call history

The Mitel MiVoice 6940 IP Phone automatically syncs your mobile call history to the Call History application upon pairing and connection. The My Mobile folder displays your mobile phone's call history (missed, outgoing and received calls) with score. The Missed folder displays only your mobile phone missed calls without score.

To manually update your mobile call history:

- 1 Press the **[5]** (Call History) key
- 2 Tap the My Mobile or Missed folder
- 3 Tap the Update softkey
The Mitel MiVoice 6940 IP Phone attempts to update and synchronize your mobile call history.

Note: If the update fails, a failed to retrieve contacts message displays on screen. Tap Retry to attempt to update again or Cancel to cancel the attempt.

Note: For other functions, such as viewing mobile call history details, storing a mobile call history entry, adding a mobile call history entry to Contacts, and deleting mobile call history refer to the Mitel MiVoice 6940 IP Phone User Guide.



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Each time you connect your Mitel MiVoice IP Phone to a mobile phone, you will be asked to accept the terms of the . If you do not accept the terms, you will not be able to use the IP Phone. Please refer to the IP Phone User Guide for more information.

TUI Quick Reference Guide

Mitel NuPoint Unified Messaging

ACCESSING YOUR MAILBOX

- Enter the NuPoint Unified Messaging system access number
- Enter your mailbox number (followed by the * key if accessing your mailbox from outside the company)
- Enter your passcode
- If you have the Advanced Unified Messaging with Text-to-Speech feature, you can listen to either your voice mail messages or your e-mail messages by accessing the relevant menu as indicated below

NOTE: Call Director and Fax are optional features that may not be available on your voice mail system

USER OPTIONS

- Change Greeting
- Change Name
- Change Passcode
- Distribution Lists
- Call Schedule Options
- Tutorials
- Exit to Main Menu
- Fax Delivery Options

For more information about these options see the NuPoint UM User Guide available at Mitel OnLine (See "End User Documents")

PLAY VOICE MESSAGE

- Play
- Answer
- Give
- Keep
- Make
- Discard

ANSWER OPTIONS

- Public Mail Access
- Mail-back and delete message
- Mail-back and keep message
- Warning and Delivered status need to be updated

MAIN MENU

- Transfer to Extension
- Exit
- Transfer to Operator

CALL DIRECTOR ADMINISTRATION

- Enable/Disable Override
- Record Greetings Message

PLAY E-MAIL MESSAGE

- Play
- Keep
- Delete
- Exit to Main Menu

MESSAGE ADDRESSING OPTIONS

- Confidential
- Receipt request
- Urgent
- Future delivery
- Exit options

MAKE MESSAGE

- Review
- Discard
- Append
- Exit to Main Menu
- Message Addressing Options

FAX DELIVERY

- Retrieve Unplayed Fax Messages
- Personal Fax Telephone Number
- Fax Cover Page Options
- Enable/Disable Auto Fax Delivery
- Exit Options Menu



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Scope of Work – Technical Requirements

- **The phone system configuration must be developed in collaboration with Information Services and other County departments.**

Phone System Configuration

Maverick Networks will work very closely and collaborate with County Information Services and other Departments to develop the MiVoice business configuration. We will work to document all of the existing user, extension, and feature information. We will make recommendations of where to keep things the same and where to use the new technology to improve communications work flows. We have many years of experience across many similar clients and will use this experience to help the County get the most possible capability from the new Unified Communications solution.

- **The phone system must provide full E911 compliance, including mapping extensions within the system to their physical locations.**

MiVoice Business – e911 Compliance

When an emergency number is dialed, a CESID is sent from the system to the PSAP. The CESID is used as a key in the ALI database. The ALI database displays the precise location of the caller, and emergency services information identifying the proper medical, fire, or law enforcement agency for the location. It is important to communicate all CESID changes to the ALI database.

E911 Services

A Customer Emergency Services ID (CESID) provides location information for a phone extension on a private network when a caller makes an emergency call. The information can help direct emergency crews to a caller's location. CESID programming and maintenance is a required component of emergency services.

CESIDs are public network Listed Directory Numbers (LDNs) that users obtain from a local carrier and assign to a directory number (DN) on your network. When an emergency call is made, the system sends the CESID of the extension to the Public Service Telephone Network (PSTN). The CESID is used by the central office (CO) to route the call to the local Public Safety Answering Point (PSAP) and then by the PSAP to call up information such as the address, building, floor, area, and callback number.

For a 911 call to be compliant with FCC guidelines, it must report a CESID to the PSAP. At a minimum, users must define a CESID for each DN in the CESID Assignment form. To ensure that CESIDs are updated correctly whenever a device is moved, promptly investigate and address all CESID-related alarms. Users may have to return a phone to its original location if the move was not authorized or update the CESID Assignment and/or L2 to CESID Mapping forms. Alternatively, users can populate the L2 to CESID Mapping form in advance of a device move.

Regulations

MiVoice Business CESID support complies with emergency services regulations including but not limited to Enhanced 911 standards.

- **The phone system must support teleconferencing with internal extensions as well as with external phone numbers.**

The phone system supports internal and external conferencing. Users can pull others into a conference at any time from the telephone interface and softkeys or from the MiCollab Client Interface. The system supports up to 8 parties in a conference.

Additionally, we have included 20 Ports of the MiCollab Audio/Web/Video conference server which will allow for meet-me style conferences of up to 20 participants. This solution provides secure conferencing with plug-ins to Outlook for simple user conference creation. This solution is easily expanded to additional ports as desired.

- **The phone system must be able to route calls between County office extensions without incurring long-distance charges.**

The system will be a single database of users and all users can communicate between extensions with no long-distance charges.

- **Members of the public must be able to call a local County office phone number and be routed to any other County office extension without incurring long-distance charges.**

Any call that comes into the system and can route to any County employee without any additional costs.

- **New replacement handsets must be readily available.**

The 6900 series phones proposed are a new design in the last year and will be readily available for the foreseeable future. They are the Flagship telephone for Mitel and were developed originally for the MiVoice Business platform. Over time, these phones will be the de-facto device for all Mitel solutions and will be available for a long time to come.

- **Phone and voicemail configuration changes should not require paid 3rd party support.**

You will find the Management Interface of the MiCollab/MiVoice Business very intuitive and easy to use. A few examples of user and key programming interfaces.

2112 (on mivb)

*Number: 2112
 Service Label: Deskphone
 Secondary Element: mav3300
 DID Service Number:
 CESID:
 Hot Desking User
 ACD Agent
 Enable SIP Softphone
 External Hot Desk License
 Hot Desk User External Dialing Prefix:
 Hot Desk User External Number:
 Preferred Set: No Device

Use as Outgoing DID

Advanced Phone Settings

2*112 (on mivb)

*Number: 2*112
 Service Label: Softphone
 Secondary Element: mav3300
 DID Service Number:
 CESID:
 Hot Desking User
 Device Type: UC Endpoint
 Deployment Profile: Do Not Deploy
 Send Deployment Email
 SIP Device Capabilities: 71
 SIP Password:
 Confirm SIP Password:

Use as Outgoing DID

✓ Status: Downloaded

ADD

Home My Account Login Profile

User and Services Configuration

Search By Last Name

Q Search

Search Results (1 match)

- ▶ **Bernes Todd**
 - ▶ Solophone (21112)
 - ▶ EMOU (21112)
 - ▶ Desktop (2112)
 - ▶ Add Voicemail
 - ▶ McCallab Services

User Profile Service Profile Device Details Service Details Account and Authentication Photo Applications

Station Number	Label	Line Type	URL
▶ 1	2112	Multicast	
▶ 2	2112	Multicast	
Label	2112	Station No. Number	2112
Line Type	Multicast	Ring Type	Ring
Plan		EMOU Application	Not Assigned
URL		Photo Application	
▶ 3	Sales	Multicast	
▶ 4	Sales 417	Message Waiting	not set
▶ 5	Acad 2111	DS5-Blue Line	
▶ 6	Andrew 2117	DS5-Blue Line	
▶ 7	Lisa 2191	DS5-Blue Line	
▶ 8	Lisa 2102	DS5-Blue Line	
▶ 9	Ben 2116	DS5-Blue Line	
▶ 10	Tyler 2106	DS5-Blue Line	
▶ 11		Not Assigned	
▶ 12	Pat	Group Plan	
▶ 13	Cell Phone	Mobile Line	
▶ 14	Richard	Richard's Car	
▶ 15	Meeting Center	URL Line	http://mcclab-services.com/AC/MeetingCenter/21112/
▶ 16	Handset	Handset	
▶ 17	Mike 2103	DS5-Blue Line	
▶ 18	Carl 2100	DS5-Blue Line	

- **Phone service and voicemail should integrate with computers and cellular phones to support a mobile workforce.**

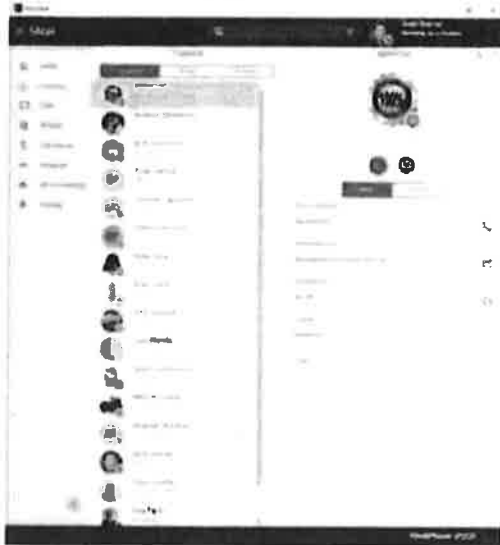
The MiVoice Business and MICollab solution will integrate with computers and cellular phones in many ways. There are client applications that are accessible from the PC via an application or the web as well as many plugins into Outlook and other applications to extend functionality.



NuPoint Unified Messaging Outlook Plugin



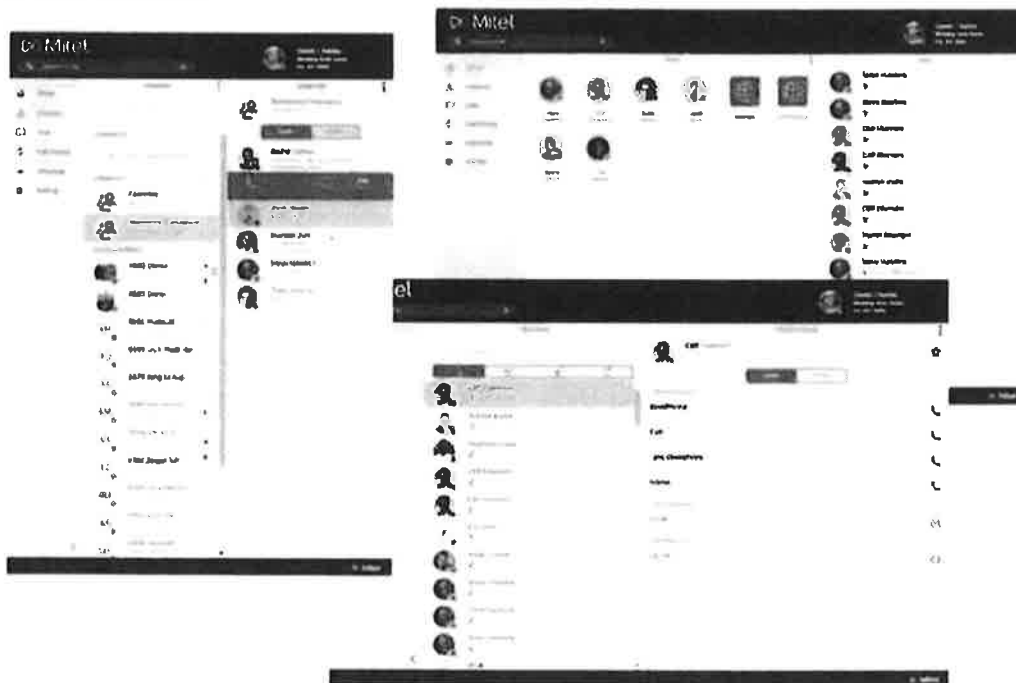
MiCollab Desktop Client



MiCollab Mobile Client



MiCollab Web Client



- **The phone system must be able to generate telephone usage reports to support Internal Service Fund billing.**

We have proposed Mitel Business Reporter to track every call that takes place on the system. You will be able to run a report against almost any criteria as well as perform a search for any extension or caller ID. MiVoice Business Reporter is an advanced reporting and analytics application for non-contact center groups. Its comprehensive suite of cost-management reports will provide the County with an explicit view of telecom activity and expenses so you can pinpoint problems, identify important network trends, even optimize telecom setup.

Armed with historical drill-down reports, flexible collection options, and data mining tools, you will be able to easily perform the following applications:

- departmental reporting
- marketing analysis
- business intelligence/business management
- traffic analysis
- informal customer service groups
- call costing

Business Reporter uncovers all the details needed to track, understand and predict employee call patterns. IT specialists will be able to determine which trunk lines, system infrastructure and personnel resources are overwhelmed or underused. You can also identify billing errors or telecom misuse so they can be proactively resolved or stopped. Business Reporter's real-time monitor, Extension Now, displays user call states as well as cumulative current-day statistics.

Ex. St. #	Media Server	Name	Reporting	Last Event Recd	ACD Time	ACD Hold Time	Non ACD Time	Non ACD Hold Time	Out Time	Out Hold Time	END Time	END Count
3300 KP		2005	2005	5:11 PM	00:01:43	00:01:08	00:03:05	00:00:00	00:00:08	00:00:00	00:02:29	2
3300 KP		2001	2001	5:11 PM	00:02:37	00:01:02	00:02:36	00:00:00	00:01:08	00:00:00	00:08:32	2
3300 KP		2002	2002		00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	0

Extension Now is MiVoice Business Reporter's real-time monitor.

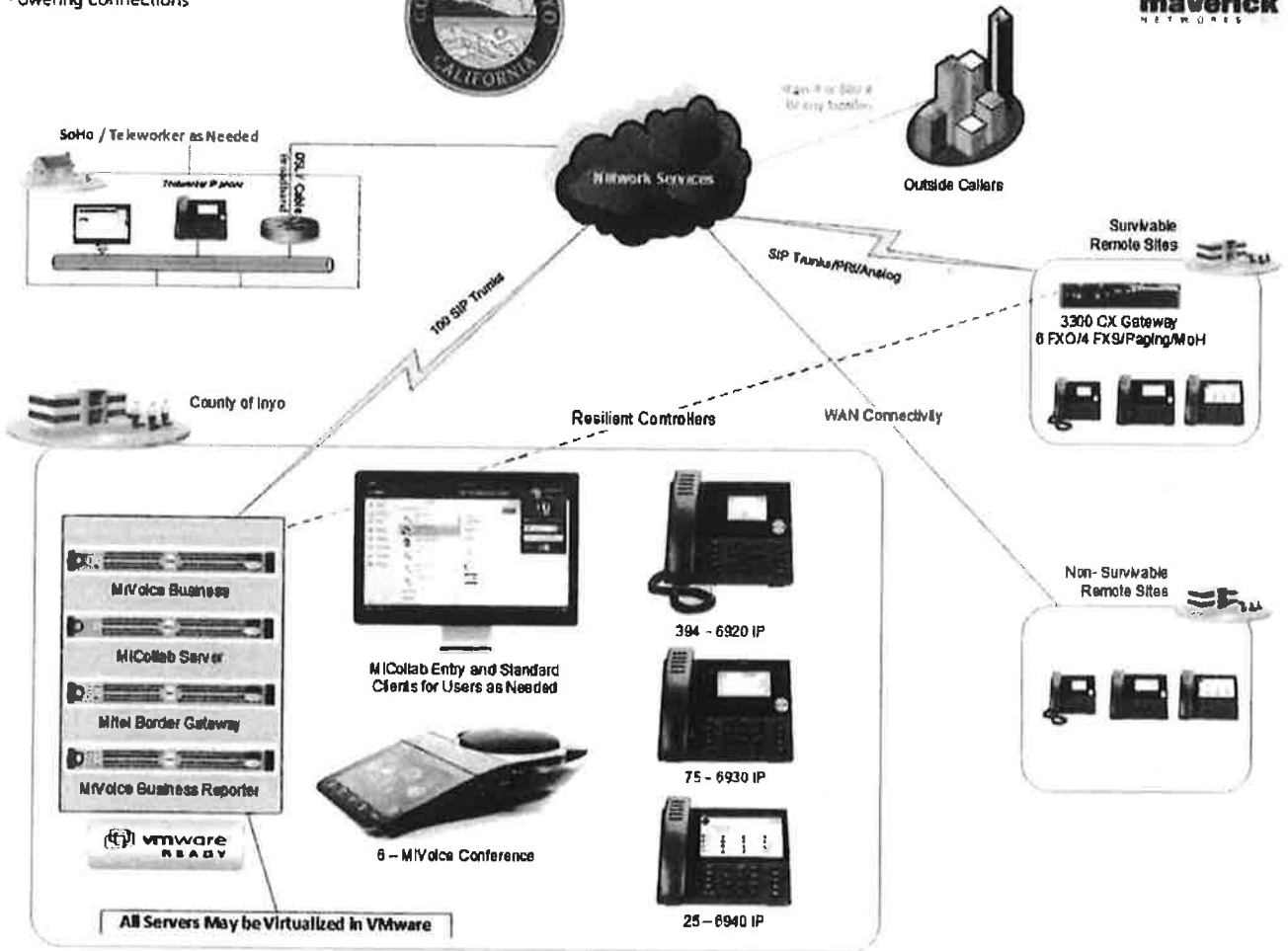
Along with its inherent contact center resources, Business Reporter's capabilities also naturally extend into the back office to provide real-time non-ACD monitoring and reporting.

MiVoice Business Reporter will provide the County with the following features:

- Multi-node Monitoring
- Call Costing Real-Time Monitor
- Attendant Console Reporting
- Traffic Analysis Reporting
- Softphone
- Internal Chat
- Historical Reporting
- Real Time (provides back office visibility upon extension availability only)
- Screen Pop
- Account Code Reporting
- ANI/DNIS Reporting
- Phone Number Reports
- Lifecycle Reports
- Employee/Extension/Trunk Reports
- Call Cost Reporting
- Phone Set Manager
- Subscriber Module



COMMUNICATIONS NETWORK DIAGRAM



Scope of Work – Functional Requirements

- **The phone and voicemail systems should provide consistent, contemporary functionality, including integrated speakerphones, call waiting, message-waiting indicator, phone directory, and the ability to forward, pick up and transfer calls.**

Functional requirements

The MiVoice Business and MiCollab solution proposed from Mitel will provide the consistent, contemporary functionality desired. The platforms have been developed from traditional PBX platforms to include all features expected from a communications solution in 2018. Mitel has been included as a leader in Gartner's Magic Quadrant for Unified Communications for the last 5 years and remains a leading player in the industry. The MiVoice Business Solution proposed is the Flagship Mitel Private Cloud Solution.

- **The telephone handsets must have a consistent interface.**

Telephone Interface



- **Telephones must allow automated and manual call forwarding.**

The call forwarding and call twinning capabilities of the MoVoice Business and MiCollab solution will allow for the upmost flexibility in connecting with County Employees.

- Any programmable function buttons must be programmable from the management interface without requiring vendor assistance or support charges.

Management Interface

You will find the Management Interface of the MiCollab/MiVoice Business very intuitive and easy to use. A few examples of user and key programming interfaces.

Cancel
Connect to MIVB System Tool

User
Phones
NoPoint Unified Messaging
MiCollab Client
Audio, Web and Video Conferencing
Teleworker

Add New Phone
Delete Phone
Open service details in MIVB System Tool
Program Group in MIVB System Tool

2112 (on mivb)

*Number: 2112	
Service Label: Deskphone	
Secondary Element: mav3300	
DID Service Number:	Use as Outgoing DID
CESID:	
<input checked="" type="checkbox"/> Hot Desking User	
ACD Agent	
Enable SIP Softphone	
<input type="checkbox"/> External Hot Desk License	
Hot Desk User External Dialing Prefix:	
Hot Desk User External Number:	
Preferred Set: No Device	

Advanced Phone Settings:

2*112 (on mivb)

*Number: 2*112	
Service Label: Softphone	
Secondary Element: mav3300	
DID Service Number:	Use as Outgoing DID
CESID:	
<input type="checkbox"/> Hot Desking User	
Device Type: UC Endpoint	
Deployment Profile: Do Not Deploy	✓ Status: Downloaded
<input checked="" type="checkbox"/> Send Deployment Email	
SIP Device Capabilities: 71	
SIP Password: *****	
Confirm SIP Password: *****	

ADD

PRINT | SEARCH | EXPORT | ADD SERVICE

User and Services Configuration

SEARCH BY:

SEARCH RESULTS (1 match)

- ▲ **Bornes Todd**
 - ☑ Softphone (2112)
 - ☑ EHDU (2112)
 - ☑ Desktop (2112)
 - ☑ Add Voicemail
 - ☑ UCCollab Services

Service Request	Label	Line Type	Units
1	2112	Medical	
2	2112	Medical	
3	2112	Medical	
4	2112	Medical	
5	2112	Medical	
6	2112	Medical	
7	2112	Medical	
8	2112	Medical	
9	2112	Medical	
10	2112	Medical	
11	2112	Medical	
12	2112	Medical	
13	2112	Medical	
14	2112	Medical	
15	2112	Medical	
16	2112	Medical	
17	2112	Medical	
18	2112	Medical	

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Telephone System Replacement Project)**

**Customer Acceptance Test Plan
Mitel Voice Solution**

SEE ATTACHED TABLES

UAT TESTING		Location:	Customer Location	Date	5/12/2016
Inter PBX TIE/SIP Trunk		Normal Mode	PRI/Voice Gateway Fallback	WAN Fallback	Notes
Digit add/delete to complete call on the Voice Gateway					
2 Way Audio					
Transfer call back to originating system					
Caller/Called Numbers Correct					
Call goes to correct VM if unanswered					
Test DTMF digits properly received/sent					
Inbound Calls		Normal Mode	PRI/Voice Gateway Fallback	WAN Fallback	Notes
Main Number					
Inbound call to DID					
Inbound Caller ID on each of the calls above					
# of inbound calls per extension					
Call forwards to Voice Mail					
Message Waiting Light					
Unified Messaging Notification					
Dial In access to VM messages					
Main Number Automated Attendant					
Day					
Night					
Holiday					
Departmental Hunt Groups					
Departmental voicemail boxes or menus					
Dial 0 for Operator from a telephone					
Dial 0 for an Operator from Voice Mail					
Dial 2 to reach cell phone or assistant					
Outbound Dialed Calls		Normal Mode	PRI/Voice Gateway Fallback	WAN Fallback	Notes
On hook dialing					
On-site extension					
4 digit dial across WAN					
10 digit dial to other location rerouted as LCR					
Outbound Caller ID is correct					
Dial a local call as nxx-xxxx					
Dial a local call as nxx-nxx-xxxx					
Dial a local toll call as nxx-nxx-xxxx					
Intra-State Long Distance					
Interstate Long Distance					
International					
Outbound Modem/Fax speed acceptable					
DTMF works correctly on outbound calls					
Calls complete to cellular providers - AT&T, Verizon, Sprint,					
Telco based unsupervised transfer (if applicable)					
E911 - call completes with correct address and phone					
Analog lines connected and correct 911					
ELIN for phone with no DID					
ELIN with location for DID phone					
Phone at different location than supposed to be					
1-800, 1-866, 1-888, 1-877					
1-900 blocked?					
Caribbean common toll fraud areas blocked?					
Account Codes (if applicable)					
Authorization Codes (if applicable)					

Telephony Features and Functionality	Normal Mode	PRI/Voice Gateway Follower	WAN Follower	Notes
Vendor Test Plan has been Completed				
Buttons work as labeled on all templates				
Transfer				
Conference				
<i># of parties in a conference call</i>				
<i>Display Parties</i>				
<i>Conference on inbound call</i>				
<i>Drop a conferee</i>				
Music on Hold				
Inbound and outbound DTMF				
Bridged Line Appearances				
Busy Lamp Fields				
Intercom (Boss/Secretary Auto Answer)				
Call Park and Retrieve				
Call Forwarding				
Paging				
Analog Ports (Fax/Modem/Polycom)				
Alarm Circuits/IVR - Dial tone, connection, DTMF				
System Directory				
Unified Communications				
<i>Screen Pop with Call Control</i>				
<i>Soft Phone VoIP Client</i>				
<i>Simultaneous Ring on Cell and Desk</i>				
<i>Presence Correct in Desktop Client</i>				
<i>Extension Mobility/Hotdesking</i>				
<i>Instant Messaging</i>				
<i>Cellular Smart Phone Application</i>				

REDUNDANCY/RESILIENCY	Instructions	Failed Over	Recovered	No Calls Dropped	Notes
PRI Failure to resilient path	Instructions	Failed Over	Recovered	No Calls Dropped	Notes
<i>Alternate Routing - Intrasite</i>					
<i>Enhanced Alternate Routing - Intersite</i>					
Call Processing and DSP resources	Instructions	Failed Over	Recovered	No Calls Dropped	Notes
<i>Primary Call Control</i>					
<i>Database</i>					
<i>Phone/SIP Registration Server</i>					
<i>Server Inter/Cross Connects, System</i>					
<i>Uplinks/Patch Cords</i>					
<i>Expansion/Redundant Cabinet</i>					
DSP Resources - Codec and conferencing					
<i>Branch Survivable Mode</i>					
<i>PSTN Gateways continued to function</i>					
Voice Mail	Instructions	Failed Over	Recovered	No Calls Dropped	Notes
<i>Primary VM</i>					
<i>Primary AA</i>					
<i>MWI and SmartPhones updated during outage</i>					
<i>MWI synchronized upon recovery</i>					
<i>Message Store</i>					
<i>Redundant Message Store</i>					
<i>Calls still go to VM in Branch</i>					
<i>Survivability Mode</i>					
<i>Messages available and synched upon recovery</i>					
Unified Communications Servers	Instructions	Failed Over	Recovered	No Calls Dropped	Notes
<i>Presence</i>					
<i>Instant Messaging</i>					
<i>Computer Telephony Interation</i>					
<i>Call Recording</i>					
Telephony Equipment	Instructions	Failed Over	Recovered	No Calls Dropped	Notes

UPS/Battery Backup/Generator	Pass	Pass	Pass
Redundant Power Supplies	Pass	Pass	Pass
Redundant Ethernet Connections	Pass	Pass	Pass

LAN Failover	Telephony Resiliency to Network Redundancy	Failed Over	Recovered	No Calls Dropped	Notes
Core Switch Redundancy					
Fiber uplink from IDF to MDF					
Fiber uplink from IDF to MDF					
Uplink from Core Switch to Router					
WAN Router					
WAN Circuit					
Insert digits to dial around WAN failure on PSTN					
IT Instructions	DOCS redundancy end/work	Failed Over	Recovered	No Calls Dropped	Notes
Domain Controllers					
DNS resolution					
Active Directory Authentication					
DHCP					
Network Time/NTP					
FTP/FTTP/HTTP					

CLEAN UP AFTER CUTOVER	Pre-Cut	Post-Cut	Notes
Installation			
Inter-System connection to current PBX			
Access to old Voicemail system			
Properly Installed in Rack			
Equipment Labeled			
Cable Routing Neat and Labeled			
No Alarms			
Debris removed			
Telephony Double Check			
CxO, VIP and Executive Admin. telephones work			
Test all faxes send/receive			
Test all conference room Polycom			
Paging System			
Reception Console			
Special analog applications - alarm lines, modems, ringdowns, etc.			
Pull report for users that did not record greetings			
Backups			
Automatically Scheduled			
Backups have occurred			
Offsite storage of backup			
System documentation and recovery plan			
Validate backup will restore correctly			
Contact numbers and procedure for opening tickets provided			

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Phone System Replacement Project)**

COST SUMMARY, PROJECT PAYMENT SCHEDULE, AND PRICE LIST

COST SUMMARY

Cost Summary for systems and services	
Core Platform (telephones, licensing, software, Year 1 support):	\$199,991
Reporting software:	\$4,236
Survivable Gateway for connection redundancy:	\$4,820
Server Hardware:	\$18,000
Project Management, Installation and Training:	\$56,000
Public Sector Discount	(\$27,780)
Shipping	\$0
Tax	\$9,818
Total NASPO Contract Pricing:	\$265,086

PROJECT PAYMENT SCHEDULE

Progress Milestone	Project Payment Schedule		
	Telecom	Contingency	Total
Progress Payment 1 Due on Execution of Agreement	\$66,000.00		\$66,000.00
Progress Payment 2 Telecom Equipment Delivery	\$66,000.00		\$66,000.00
Progress Payment 3 Telecom Cutover	\$66,000.00		\$66,000.00
Progress Payment 4 Customer Acceptance + 30 Days	\$49,985.60	\$17,100.00	\$67,085.60
TOTALS			\$265,085.60

PRICE LIST

End User Price from Pricing Report

Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.

This quote is based on the Mitel NASPO ValuePoint contract #AR623 and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

Care Phones

Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Accessories							
50006921	6900/6800 Wall Mount Kit (10 Pack)	5	250.00	1,250.00	38.00	155.00	775.00
Applications							
54005970	MIVoice Bus Enterprise ISS SW	1	1,495.00	1,495.00	38.00	926.90	926.90
Conf., Video Phones							
50006580	MIVoice Conference Phone	6	1,195.00	7,170.00	38.00	740.90	4,445.40
IP Phones							
50006767	6920 IP Phone	394	295.00	116,230.00	38.00	182.90	72,062.60
50006769	6930 IP Phone	75	410.00	30,750.00	38.00	254.20	19,065.00
50006770	6940 IP Phone	25	550.00	13,750.00	38.00	341.00	8,525.00
	Post-review contingency for additional phones	1	17,100.00	17,100.00		17,100.00	17,100.00
Licenses System							
54004491	SIP Trunking Channel Proxy	100	50.00	5,000.00	38.00	31.00	3,100.00
54004571	Mitel Border Gateway Software for ISS	1	250.00	250.00	38.00	155.00	155.00
54005441	MICollab Base Software for ISS	1	995.00	995.00	38.00	616.90	616.90
Licenses							
54005401	MIVoice Business SIP Trunks x50	2	4,000.00	8,000.00	38.00	2,480.00	4,960.00
54006540	UCCv4.0 Entry User for MIVoice Bus x50	8	9,350.00	74,800.00	38.00	5,797.00	46,376.00
54006542	UCCv4.0 STND User for MIVoice Bus x1	1	325.00	325.00	38.00	201.50	201.50
54006543	UCCv4.0 STND User for MIVoice Bus x50	2	13,800.00	27,600.00	38.00	8,556.00	17,112.00
Software Assurance							
54009186	SWA Std 1y MICollab System	1	100.00	100.00	38.00	62.00	62.00
54009208	SWA Std 1y UCC Entry MIVB	400	11.00	4,400.00	38.00	6.82	2,728.00
54009209	SWA Std 1y UCC Std MIVB	101	21.00	2,121.00	38.00	13.02	1,315.02
54009220	SWA Std 1y MIVBus System	1	125.00	125.00	38.00	77.50	77.50
54009229	SWA Std 1y MIV BG System	1	25.00	25.00	38.00	15.50	15.50
54009230	SWA Std 1y MIV BG SIP Connect	100	6.00	600.00	38.00	3.72	372.00
Total				312,086.00	35.92		199,991.32

Survivable Gateway

Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Boards							
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
Software							
54005968	MIVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	38.00	926.90	926.90
Software Assurance							
54009220	SWA Std 1y MIVBus System	1	125.00	125.00	38.00	77.50	77.50
System							
50006731	3300 Mxe III w/ 1GB RAM Controller	1	3,450.00	3,450.00	38.00	2,139.00	2,139.00
52002581	3300 Mxe III Expansion Kit	1	2,250.00	2,250.00	38.00	1,395.00	1,395.00
System - Non Discountable							
50006268	3300 Mxe III Controller SADA SSD	1	265.00	265.00	0.00	265.00	265.00
Total				7,610.00	36.68		4,818.90

Business Reporter

Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Licenses							
54006798	MIVoice Business Reporter Starter Pack	1	3,400.00	3,400.00	38.00	2,108.00	2,108.00

54006799	MIVoice Business Reporter Extension x50 Software Assurance	9	300.00	2,700.00	38.00	186.00	1,674.00
54006933	CC Standard Software Assurance	732	1.00	732.00	38.00	0.62	453.84
Total				6,832.00	38.00		4,235.84

Miscellaneous Hardware							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Miscellaneous Hardware							
	HP DL360 - MIVoice Business Core Platform	1	4,500.00	4,500.00		4,500.00	4,500.00
	HP DL360 - MICollab Core Platform	1	4,500.00	4,500.00		4,500.00	4,500.00
	HP DL360 - Mitel Border Gateway	1	3,500.00	3,500.00		3,500.00	3,500.00
	HP DL360 w/ Windows - Business Reporter	1	5,500.00	5,500.00		5,500.00	5,500.00
Total				18,000.00	0.00		18,000.00

Project Management Installation and Training							
Part No.	Description	Qty	List	Ext List	Disc	Cust Price	Ext Price
Project Management Installation and Training							
	Project Management	80	125.00	10,000.00		125.00	10,000.00
	Installation	240	125.00	30,000.00		125.00	30,000.00
	Cutover Coverage	40	125.00	5,000.00		125.00	5,000.00
	End User Training	64	125.00	8,000.00		125.00	8,000.00
	Administrator Training	24	125.00	3,000.00		125.00	3,000.00
Total				56,000.00	0.00		56,000.00

Grand Total				
Grand Total		400,528.00	29.33	283,046.06
			SALES TAX	9,818.28
	<i>Public Sector Competitive Discount</i>			<i>-27,778.80</i>
Grand Total Price with Public Sector Discount to the County of Inyo				265,085.54

Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.

This quote is based on the Mitel NASPO ValuePoint contract #AR623 and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

Purchase Order or Mitel Govt Credit Card Order Form can be faxed to 703-904-0568 or emailed to USGovernmentSales@mitel.com

The PO should be made out to:
 Mitel Business Systems, Inc.
 1146 North Alma School Rd.
 Mesa, AZ 85201

***PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS*:**
 Mitel Business Systems, Inc.
 PO Box 52688
 Phoenix, AZ 85072-2688

PLEASE DO NOT SEND PAYMENT TO THE MESA ADDRESS

Please note the following order requirements:

- * Prime NASPO ValuePoint contract #AR623 must be referenced on the PO
- * CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on the PO
- * Terms of Net/30
- * A copy of the Mitel quote must accompany the order
- * Shipping and billing instructions
- * Requested delivery dates

First time placing an order with us?

We will need to set up a new customer account and will require the following information:

- * Full Legal Name and Invoice/Billing Address
- * Main Phone and Fax numbers
- * Point of Contact info for the Accounts Payable dept (Name, Title, Email, Phone and Fax number)
- * If Tax Exempt, a copy of the Tax Exemption Certificate must be provided

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF
VOIP TELECOMMUNICATION SERVICES
(Phone System Replacement Project)**

SEE ATTACHED INSURANCE SPECIFICATIONS

Attachment D
to Standard County Contract No. 113
Insurance Requirements for IT Vendor Services

IT Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Cyber Liability Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the 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 the County.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects 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 Vendor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.

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.



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 7/18/2022
Final Approval - 7/18/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Serena Johnson

SUBJECT: Resolution Establishing a Child Abuse Prevention Council

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Repealing Resolution No. 1992-35 and Establishing Certain Procedures Pertaining to the Inyo County Child Abuse Prevention Council," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Child Abuse Prevention Council (CAPC) is an advisory body that brings together professionals and individuals for the purpose of coordinating the community's efforts to prevent and respond to child abuse and neglect. Inyo County first established a CAPC in 1992. State statutes regarding the CAPC have changed and Health and Human Services is bringing forward updated bylaws for the Board to consider.

The mission of the Inyo County CAPC is to eliminate child abuse and neglect and the adversity it causes by ensuring a safe and nurturing home environment for all children. The CAPC stands firmly in the belief that all children deserve support and advocacy, especially in regard to race, color, gender, gender identity or expression, sexual orientation, or disability.

The Inyo County CAPC will be a coordinated activity between HHS Social Services and First 5 Inyo County, with the CAPC coordinator role filled by an HHS Prevention Specialist in First 5/HHS Public Health & Prevention division. The CAPC shall provide yearly reports to the Inyo County Board of Supervisors on priorities and successes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this resolution which would result in the inability to coordinate child abuse prevention activities countywide and advocate for children and families in Inyo County.

OTHER AGENCY INVOLVEMENT:

The Family Strengthening Collaborative began meeting in 2019 to address child abuse and neglect, and provide families with supports. The Family Strengthening Collaborative will transition to the CAPC, and participating

agencies will be invited to apply to membership with the CAPC including: Owens Valley Career Development Center, Northern Inyo Healthcare District including Bishop Pediatrics and Labor and Delivery department, Bishop Elementary, Inyo County Office of Education including Child Development division and SELPA, Bishop Indian Head Start, Kern Regional Center, Eastern Sierra Child Support, Wild Iris CASA of the Eastern Sierra, and HHS programs including Tecopa, Behavioral Health, and Prevention.

FINANCING:

No funding related to this agenda item.

ATTACHMENTS:

1. Child Abuse Prevention Council Resolution
2. Inyo County Child Abuse Prevention Council Bylaws
3. Child Abuse Prevention Council Nominating Form

APPROVALS:

Serena Johnson	Created/Initiated - 8/4/2022
Darcy Ellis	Approved - 8/5/2022
Anna Scott	Approved - 8/9/2022
Melissa Best-Baker	Approved - 8/9/2022
John Vallejo	Approved - 8/10/2022
Amy Shepherd	Approved - 8/10/2022
Anna Scott	Final Approval - 8/10/2022

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING RESOLUTION NO. 92-35 AND ESTABLISHING CERTAIN PROCEDURES PERTAINING TO THE INYO COUNTY CHILD ABUSE PREVENTION COUNCIL

WHEREAS, California Welfare and Institutions Code section 18980, *et seq.*, establishes a Child Abuse Prevention Council in every county in California;

WHEREAS, the Child Abuse Prevention Council is an advisory body that brings together professionals and individuals for the purpose of preventing and detecting child abuse and supporting both victims and children as a whole;

WHEREAS, Inyo County first established a Child Abuse Prevention Council in 1992 pursuant to Resolution 92-35;

WHEREAS, since the passage of Resolution 92-35, statutes regarding the Child Abuse Prevention Council have changed and Health and Human Services wishes to bring the Child Abuse Prevention Council into conformance with current statutes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Inyo hereby:

1. Repeals Resolution 92-35 in its entirety.
2. Establishes a Child Abuse Prevention Council that will conduct its business pursuant to the bylaws set forth in Exhibit A.
3. Empowers the board of the Child Abuse Prevention Council to make any future modifications to the Council's bylaws, pursuant to the procedures set forth in the bylaws.
4. Invites applications from those who meet the qualification set forth in Article III of the bylaws and who wish to serve on the newly constituted Council.
5. Directs the Director of Health and Human Services, or his/her designee, to return to the Board of Supervisors when a sufficient number of applications have been received so that the Board of Supervisors may appoint selected applicants to the Council.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Dan Totheroh
Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Inyo County
**CHILD ABUSE PREVENTION COUNCIL
BYLAWS**

ARTICLE I – PURPOSE

Section 1. Purpose

Pursuant to Section 18980, et seq. of the Welfare and Institutions Code (also known as the Child Abuse Prevention Coordinating Council Act), the purpose of the Inyo County Child Abuse Prevention Council (CAPC) is to coordinate the community's efforts to prevent and respond to child abuse and neglect.

Section 2. Mission Statement

The mission of the Inyo County Child Abuse Prevention Council (CAPC) is to eliminate child abuse and neglect and the adversity it causes by ensuring a safe and nurturing home environment for all children. The CAPC stands firmly in the belief that all children deserve support and advocacy, especially in regard to race, color, gender, gender identity or expression, sexual orientation, or disability.

ARTICLE II – FUNCTIONS

Section 1. Functions

The functions of the CAPC, in accordance with Welfare and Institutions Code 18982.2, shall include, but not be limited to, the following:

1. Provide a forum for interagency cooperation and coordination in the prevention, detection, intervention, treatment, and legal processing of child abuse cases;
2. Promote the public awareness of abuse and neglect and the resources available for intervention and treatment;
3. Encourage and support programs that provide positive childhood experiences to promote healthy development;
4. Refer professionals to trainings in the prevention, detection, intervention, treatment, and legal processing of child abuse and neglect;
5. Recommend improvements in services to families and victims; and
6. To serve as an advocate for children and families in Inyo County

The CAPC shall provide yearly reports to the Inyo County Board of Supervisors, and the Office of Child Abuse Prevention.

ARTICLE III - MEMBERSHIP

Section 1. Composition of the CAPC

Members of the CAPC will be appointed by the majority of the CAPC and will exercise decision making responsibility for CAPC functions as described in Section 18980, et seq. of the Welfare and Institutions Code, as well as hold voting rights on all CAPC business and policy recommendations.

The CAPC shall consist of a minimum of five (5) members, but no greater than eleven (11) members, as determined by CAPC bylaws. As the prevention of child abuse encourages the involvement of the entire

community, the CAPC shall seek to obtain representation from a wide range of agencies, organizations, and the community at large. Participation of one or more representatives from the following organizations and groups shall be encouraged:

- Public child welfare services
- Public or private schools
- Medical and mental health providers
- Criminal justice system
- Tribal representation
- Latinx representation
- Prevention and treatment services
- Community representatives; community volunteers, civic organizations, religious communities
- Parent or primary caregiver

In the event there exists an underrepresentation in one or more of the above mentioned categories, the CAPC shall make a concerted effort to recruit in those areas. Should the CAPC be unable to recruit adequate representation in one or more of the categories, the CAPC may fill the vacancies with at-large members. Alternatively, the open CAPC seats may remain unfilled at the CAPC's discretion until such time the CAPC recruits adequate representation. Should the number of CAPC members temporarily fall under the required minimum number of five members, the CAPC shall not be considered necessarily in non-compliance with the bylaws.

If in the event that a board member is unable to attend a meeting, the board member may appoint an alternate to attend in their place. The alternate must be listed on the member's application, and must be approved by the CAPC.

Section 2. Selection of Members

Individuals interested in applying for membership must submit an application to the Inyo County Clerk, who will direct the application to the CAPC Coordinator. The CAPC Coordinator will then present the application to the rest of the membership to be discussed and voted upon. Each member shall be designated as representing one or more of the groups or organizations listed in Article III. Section 1.

Once members have been accepted by the CAPC, the Inyo County Board of Supervisors will review for final approval.

Section 3. Community Advisory Members

Anyone with an interest in, and commitment to, improving child abuse prevention and intervention services in Inyo County may apply to be a community advisory member of the CAPC. Community advisory members are entitled to receive agendas, minutes, and other materials related to the CAPC and may participate in the meetings and all activities of the CAPC. Community advisory members may not vote or hold office, but may serve as the Chairperson of a committee or task force.

Community advisory members are first accepted by the CAPC, and receive final approval from the Inyo County Board of Supervisors. Advisory members are expected to complete the same application process and membership guidelines as council members.

Section 4. Terms of Appointments

The term of each member is two years. Members may serve unlimited consecutive terms. Members must apply for each additional term they wish to serve.

Section 5. Vacancies

The CAPC shall comply with the system for new appointments, resignations, and replacements specified in Article III Section 2 and Section 6

Section 6. Resignation

Any member may resign by giving written notice to the CAPC Coordinator. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If the resignation is effective at a future time, a successor may be selected before such time to take office when the resignation becomes effective.

Section 7. Attendance

A membership seat will be considered vacant when any member misses three meetings in a row, or four meetings in one year. A leave of absence will be considered upon the request of a member and will be reviewed by the CAPC Coordinator with a recommendation to the full membership for appropriate action.

Each CAPC member may, from time to time as deemed necessary, request their approved alternate take their place, who shall exercise the same rights as the member in the member’s absence.

Section 8. Removal

Any member may be removed or suspended from his or her appointment for the good of the CAPC on the recommendation of a majority of the membership and approval by a majority vote of the members in attendance at a regular or special meeting of the members.

ARTICLE IV –VOTING

Section 1. Voting Requirements and Procedures

Each Member of the CAPC shall have one vote. Approved alternates may vote when they are representing an absent member. Correspondence germane to the agenda from absent members is to be read aloud and considered as part of the discussion. A quorum is needed to move an item forward.

Section 2. Quorum

A quorum shall consist of a majority of elected CAPC members. A quorum shall be required to conduct business.

ARTICLE V – MEETINGS

Section 1. Regular Meetings of the CAPC

All meetings of the CAPC shall be open to the public. A minimum of four meetings per year at a time and date designated by the CAPC or upon the call of the CAPC Chair and will be held at a place identified on the meeting agenda.

All meetings of the CAPC will be conducted in accordance with the provisions of the California Government Code Sections 54950 et seq. (The Ralph M. Brown Act).

Section 2. Order of Business

Time will be allotted at each CAPC meeting for public comment. CAPC members wishing to present agenda items at meetings should consult with the CAPC Coordinator at least seven (7) days prior to the next scheduled meeting.

Section 3. Minutes

Records will be kept and made available to the public. Minutes will be posted following each CAPC meeting on inyocounty.us

ARTICLE VI - CAPC COMPOSITION AND DUTIES

Section 1. Liaisons

The CAPC Coordinator shall be *ex officio* member of the CAPC without voting powers.

Section 2. Officers

The officers of the CAPC shall consist of:

- Chair
- Vice-chair

These officers shall be selected by majority vote from the membership present at the first meeting of the year of the CAPC and shall serve for one calendar year. Officers may be re-elected. It shall be the duty of the chair and/or vice-chair to call meetings, and preside over meetings of the CAPC. The vice-chair will assume the duties of the chair in his or her absence. The CAPC Coordinator shall be responsible for keeping the minutes at CAPC meetings.

Section 3. Board Updates

Pursuant to Welfare and Institutions Code Section 18983.6 the CAPC shall provide yearly reports to the County Board of Supervisors.

ARTICLE VII – FINANCIAL SUPPORT

Section 1. Financial Support

CAPC members shall serve without compensation, except for the reimbursement of pre-approved actual and necessary travel costs.

ARTICLE VIII - CONFLICT OF INTEREST

Section 1. Conflicts of Interest Code

The CAPC shall adopt and promulgate Conflict of Interest Codes in compliance with The Political Reform Act, Government Code Section 81000, et seq. The Fair Political Practices Commission has adopted a standard set of regulations, which contain the terms of the Conflict of Interest Code (California Code of Regulations (CCR), Title 2, Sec. 18730).

The standard regulations, enumerated in CCR, Title 2, Section 18730, are hereby incorporated by reference. The membership, as appointed by the County Board of Supervisors and designated employees shall abide by the terms of the standard regulation. Statements of economic interests shall be filed with the County Board of Supervisors, pursuant to Section 4 of the standard regulations.

ARTICLE IX - AMENDMENT TO BY-LAWS

Section 1. Amendment to By-Laws

Changes/suspension to the By-Laws shall be by motion and shall require an affirmative, recorded vote of a majority of the members of the CAPC. Bylaws shall be reviewed every three years, or as needed.

INYO COUNTY CHILD ABUSE PREVENTION COUNCIL

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the **Child Abuse Prevention Council (CAPC)**, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk
PO Drawer N
Independence, CA 93526
Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME:	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK	
<input type="checkbox"/>	<input type="checkbox"/>	Bishop
<input type="checkbox"/>	<input type="checkbox"/>	Big Pine
<input type="checkbox"/>	<input type="checkbox"/>	Independence
<input type="checkbox"/>	<input type="checkbox"/>	Lone Pine
<input type="checkbox"/>	<input type="checkbox"/>	Death Valley, Tecopa

Areas of Expertise [check all that apply to your professional or personal experience]

Categories of Membership		Lived Experience	
<input type="checkbox"/>	Public Child Welfare Services	<input type="checkbox"/>	Student
<input type="checkbox"/>	Mental Health Provider	<input type="checkbox"/>	Survivor of Child Abuse
<input type="checkbox"/>	Medical Health Provider	<input type="checkbox"/>	Parent/Caregiver
<input type="checkbox"/>	Criminal Justice System	<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Tribal Member	<input type="checkbox"/>	Youth Activities Volunteer
<input type="checkbox"/>	Latinx Community Member	<input type="checkbox"/>	Community Leader
<input type="checkbox"/>	Public or Private Schools	<input type="checkbox"/>	Public Relations/Communications
<input type="checkbox"/>	Prevention Programming	<input type="checkbox"/>	Early Intervention Services
<input type="checkbox"/>	Treatment Services	<input type="checkbox"/>	Direct experience working with multicultural communities
<input type="checkbox"/>	Current CAPC Member	<input type="checkbox"/>	Tobacco or other Substance Abuse Prevention/Treatment
<input type="checkbox"/>	Civic Organization	<input type="checkbox"/>	Community Engagement & Outreach
<input type="checkbox"/>	Religious Community	<input type="checkbox"/>	Social Media Engagement or Advertising
<input type="checkbox"/>	Other: (indicate)	<input type="checkbox"/>	Other: (indicate)

Current Employment:

Job Title:	Agency:
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Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member:

Additional Qualifications (Optional):

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box.

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Signature

Date



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Anna Scott

SUBJECT: Contract between County of Inyo Department of Health and Human Services and Angela DaRe

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Angela DaRe of Jackson, CA for the provision of Crisis Care Mobile Unit (CCMU) Consulting Services in an amount not to exceed \$155,000.00 for the period of September 6, 2022, through February 14, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The CCMU planning grant was received by Inyo County HHS-Behavioral Health for the purpose of developing an action plan to improve our crisis response process. The project will assess the current crisis response process, through a multitude of data collection, analysis, and community collaboration to develop an action plan to better serve clients in a crisis, with particular focus on youth clients under 25 years old. The Inyo County Behavioral Health Mobile Crisis Unit Action Planning project allows for the hiring of a contractor to do the planning work required and to produce an action plan. A Request for Proposals was issued, but closed on 5/23/2022 with no response. We requested consultant resources from the grantor's Technical Assistance team. The consultant referred has experience in small/rural community needs assessment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract resulting in the Department not meeting the requirements of the CCMU grant and impacting the Department's ability to receive funds for implementation of a Crisis Care Mobile Unit for Inyo County.

OTHER AGENCY INVOLVEMENT:

Law enforcement, local healthcare facilities, and technical assistance provider, Advancing Human Potential (AHP)

FINANCING:

Federal funding. The revenue to pay for this contract will be recognized in CMH (045200), Federal Grants (4555).

Payment will be from 5265 Professional Services. No County General Funds.

ATTACHMENTS:

1. Crisis Care Mobile Unit Contract

APPROVALS:

Anna Scott	Created/Initiated - 8/12/2022
Darcy Ellis	Approved - 8/15/2022
Melissa Best-Baker	Approved - 8/18/2022
Marilyn Mann	Approved - 8/19/2022
Stephanie Tanksley	Approved - 8/22/2022
Keri Oney	Approved - 8/22/2022
John Vallejo	Approved - 8/22/2022
Amy Shepherd	Approved - 8/23/2022
Marilyn Mann	Final Approval - 8/23/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Angela DaRe
FOR THE PROVISION OF Behavioral Health Mobile Crisis Action Planning SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Behavioral Health Crisis Response Planning services of Inyo County HHS Behavior Health of Angela DaRe (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 Marilyn Mann, whose title is: Director of Health and Human Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from September 6, 2022 to February 14, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Fifty Five Thousand Dollars

(\$ 155,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>1360 N. Main Street, Suite 201</u>	Address
<u>Bishop, CA</u>	City and State

Contractor:	
<u>Angela Daire</u>	Name
<u>2051 Meadowood Dr</u>	Address
<u>Jackson, CA 95642</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Angela DaRe

FOR THE PROVISION OF Behavioral Health Mobile Crisis Action Planning **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 12th DAY OF August, 2022.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Angela DaRe
Signature

Print or Type Name

Angela S. DaRe
Print or Type Name

Dated: _____

Dated: August 12th, 2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Angela DeRa
FOR THE PROVISION OF Behavioral Health Mobile Crisis Action Planning **SERVICES****

TERM:

FROM: 09/06/2022 **TO:** 02/14/2023

SCOPE OF WORK:

9/6/2022-12/31/2022

- Coordination - Conduct surveys and key informant interviews with County staff; Connect with external agencies to establish crisis care collaborative.
- Coordination - Conduct monthly collaborative meetings with community partners.
- Community Assessment - Conduct a community needs assessment; Review existing County data; Staff time to monitor and work with contractor.
- Coordination - Conduct surveys and key informant interviews with County staff; Connect with external agencies to establish crisis care collaborative; Finalize surveys and key informant interviews with County staff;
- Community Assessment - Complete the community needs assessment; Finalize results on available resources for crisis care and gaps in services; Finalize all data collection from county resources and databases; Staff time to monitor and work with contractor.
- Coordination - Conduct monthly collaborative meetings with community partners.
- Community Assessment; Prepare a report of initial findings of the surveys, interviews, needs assessment, and data collection efforts; Staff time to monitor and work with contractor.
- Action Plan - Develop a draft of the Action Plan for crisis care.
- Coordination - Present the draft Action Plan for review and feedback by stakeholders; Host a meeting with County staff to present the draft Action Plan for review and feedback.
- Action Plan - Revise/update Action Plan as determined during stakeholder meetings; Staff time to monitor and work with contractor.

01/01/23-02/14/23

- Coordination - Conduct monthly collaborative meetings with community partners.
- Action Plan - Finalize the Action Plan; Submit the Action Plan to Inyo County HHS Leadership by 1/10/23; Finalize the Action Plan to DHCS; Staff time to monitor and work with contractor.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Angela DaRe
FOR THE PROVISION OF Behavioral Health Mobile Crisis Action Planning **SERVICES****

TERM:

FROM: 09/06/2022 **TO:** 2/14/2023

SCHEDULE OF FEES:

It is the responsibility of the Contractor to invoice Inyo County upon completion of each deliverable

Deliverable Schedule and Fees:

1. Data Report: \$50,000
 - a. Collect data via surveys, community assessments and using existing County data.
 - b. Use collected data to analyze feasibility of project and produce final report for Inyo County.
2. Coordinate/Conduct monthly meetings with Community Partners: \$5,000 per meeting, not to exceed 5 meetings
 - a. Meetings to start in September 2022.
 - b. Agenda, minutes and outcomes are required communication from each meeting.
3. Action Plan Draft:\$30,000
 - a. Based on data and information collected a draft action plan presented to Inyo County.
4. Final Action Plan for submission:\$50,000
 - a. Submission of final action plan for application of implementation funds.

The amount of contract compensation shall not exceed \$155,000.00, based upon services provided determined by completion of tasks.

Funding from Department of Health Care Services through Advocates for Human Potential will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to CDA to County of Inyo (EIN 95-6005445). The CFDA number is SABG CFDA #: 93.959 and MHBG CFDA #: 93.958. These funds are a portion of the County of Inyo allocation.

Pursuant to 2 CFR Part 200-Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is aggregate of funds from all federal sources, not just funds coming from any pass-through entity. Sub recipients that meet this threshold are required to submit their annual Single or Program Specific Audit to County.

Pursuant to 2 CFR Part 200-Subpart D, HHS requires sub recipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award. An indirect cost rate shall not exceed 10%.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Angela DaRe
FOR THE PROVISION OF Behavioral Health Mobile Crisis Action Planning **SERVICES****

TERM:

FROM: 09/06/2022 **TO:** 02/14/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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

OTHER INSURANCE PROVISIONS

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

Attachment C: 2022 Insurance Requirements for Professional Services

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Attachment C: 2022 Insurance Requirements for Professional Services

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Serena Johnson

SUBJECT: Agreement between Inyo County and Bishop Indian Head Start

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Bishop Indian Head Start of Bishop, CA, for the provision of First 5 Community Grant services in an amount not to exceed \$13,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020 First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensuring First 5 support is available in to the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address the impacts of COVID-19 in Inyo County on young children and their families. At the June 23, 2022 First 5 Commission meeting, Commissioners selected three Community Grant Projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Bishop Indian Head Start application based on its merits, in the amount of \$13,000.00, which shall be used to increase social connections through supporting teachers in managing classroom behaviors and connecting with families through monthly family engagement events. All activities must be completed by no later than June 30, 2023.

We respectfully request your Board ratify and approve the agreement with Bishop Indian Head Start and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability

to award supportive grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Bishop Indian Head Start Contract

APPROVALS:

Serena Johnson	Created/Initiated - 8/4/2022
Darcy Ellis	Approved - 8/5/2022
Serena Johnson	Approved - 8/8/2022
Anna Scott	Approved - 8/8/2022
Melissa Best-Baker	Approved - 8/9/2022
John Vallejo	Approved - 8/10/2022
Amy Shepherd	Approved - 8/10/2022
Anna Scott	Approved - 8/10/2022
Serena Johnson	Final Approval - 8/12/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start
FOR THE PROVISION OF First 5 Community Grant **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the First 5 Community Grant services of Bishop Indian Head Start of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from September 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed thirteen thousand Dollars

(\$13,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
Health & Human Services - First 5 Department
1360 N. Main Street, Suite 203-D Address
Bishop, CA 93514 City and State

Contractor:
Bishop Indian Head Start Name
50 Tu Su Lane Address
Bishop, CA 93514 City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF First 5 Community Grant **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Gloriana M. Bailey
Signature

Print or Type Name

GLORIANA M. BAILEY
Print or Type Name

Dated: _____

Dated: 8-5-2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF First 5 Community Grant **SERVICES**

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

The Contractor shall increase social connections through supporting teachers in managing classroom behaviors and connecting with families through monthly family engagement events. Contractor shall complete the tasks listed in this plan no later than June 30, 2023.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and/or the First 5 Inyo County logo.

The Contractor shall submit a final report to First 5 Inyo County director within 30 days of the conclusion of the project or contract. By signing this contract, Contractor confirms receipt of the report template and understanding of the reporting requirements.

The major services this contract addresses include:

1. September 2022: Contract with behavior management agency to support teachers and director in classroom assessment and behavior strategy support.
2. October 2022: Continue behavior management activities through May 2022. Plan first monthly family engagement event.
3. November 2022: Continue one family engagement event each month, through May 2022.
4. June 2023: Submit final report.

Sovereign Immunity:

Nothing herein shall be construed to waive, in whole or in part, the sovereign immunity of the Tribe, including without limitation any subdivision, department, commission, office, officer, employee, agent, affiliate, or director of the Tribe, from unconsented suit against any claims by third parties.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start

FOR THE PROVISION OF First 5 Community Grant **SERVICES**

TERM:

FROM: 9/1/2022

TO: 6/30/2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$13,000, incurred from September 1, 2022 to June 30, 2023.

Actual operating expenses are to be invoiced to First 5 Inyo County after service delivery on a monthly basis, 15 days after the last day of the month, listed below. Expenditures should not deviate from the proposed budget categories by more than \$1,000 without the express written permission of the First 5 Inyo County Commission.

Notwithstanding paragraph 3 E, Billing and Payment, monthly invoices with attached expenditure sheets and fiscal receipts including supporting documentation to what is being claimed for the indirect costs should be received by First 5 Inyo County no later than 15 days after the end of the month.

In the event that invoices or reports are late, the First 5 Inyo County Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or reports, is cause for the First 5 Inyo County Commission to review this contract for reduction or cancelation.

Invoice Due Dates: October 15, 2022; November 15, 2022; December 15, 2022; January 15, 2023; February 15, 2023; March 15, 2023; April 15, 2023; May 15, 2023; June 15, 2023; and July 15, 2023. If all expenses are invoiced early in the contract year, invoices with a zero balance do not need to be submitted.

Budget Anticipated Detail: The budget may change due to staffing or supply costs but will not exceed the contract amount. Any requested budget changes will be reported and the First 5 Inyo Commission will be allowed the opportunity to ask questions.

Total Operating Expenses- \$13,000

(Behavior Intervention Contractors - \$8,000: teacher development to manage children behavior)

(Workshop Supplies - \$3,700: such as food, supplies, books, and tools for family engagement workshops)

Total Indirect Costs- \$1,300

Total Budget - \$13,000

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start

FOR THE PROVISION OF First 5 Community Grant **SERVICES**

TERM:

FROM: 9/1/2022

TO: 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence for contracts with not to exceed values less than \$75,000. For larger contracts, the above described per occurrence limit must be not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. **For contracts involving work with or service to minors (i.e., persons under the age of 18), sexual assault and misconduct (“SAM”) coverage is required with limits no less than \$1,000,000 per occurrence.** The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability** insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *Check with Risk Management.*
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be considered waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI) pertaining to persons to whom services are provided under this contract. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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.

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Serena Johnson

SUBJECT: Agreement between Inyo County and Discovery Point Preschool

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Discovery Point Preschool of Bishop, CA, for the provision of First 5 Community Grant services in an amount not to exceed \$17,000 for the period of September 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020 First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensure First 5 support is available into the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address impacts of COVID-19 in Inyo County on young children and their families. At the June 23, 2022 First 5 Commission meeting, Commissioners selected three Community Grant Projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Discovery Point Preschool application based on its merits, in the amount of \$17,000.00, which shall be used to increase the social and emotional competence of children through improving quality of professional staff. All activities must be completed by no later than June 30, 2023.

We respectfully request your Board ratify and approve the agreement with Discovery Point Preschool and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability to award supportive grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Discovery Point Preschool Contract

APPROVALS:

Serena Johnson	Created/Initiated - 8/4/2022
Darcy Ellis	Approved - 8/5/2022
Serena Johnson	Approved - 8/9/2022
Anna Scott	Approved - 8/9/2022
Melissa Best-Baker	Approved - 8/9/2022
John Vallejo	Approved - 8/10/2022
Amy Shepherd	Approved - 8/15/2022
Anna Scott	Approved - 8/15/2022
Serena Johnson	Final Approval - 8/22/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Discovery Point Preschool
FOR THE PROVISION OF First 5 Community Grant SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the First 5 Community Grant services of Discovery Point Preschool of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from September 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed seventeen thousand Dollars

(\$ 17,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health & Human Services - First 5</u>	Department
<u>1360 N. Main Street, Suite 203-D</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Discovery Point Preschool</u>	Name
<u>687 West Line Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF First 5 Community Grant SERVICES

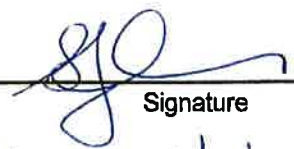
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

Print or Type Name

By:  _____
Signature
Shanna Johnson
Print or Type Name

Dated: _____

Dated: 8/3/22

APPROVED AS TO FORM AND LEGALITY:

County Counsel


APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF First 5 Community Grant **SERVICES****

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SCOPE OF WORK:

The Contractor shall increase the social and emotional competence of children through improving quality of professional staff. Monthly "Teachers are Important" stipends will help staff feel valued and will result in better retention and increased quality of teaching. Contractor shall complete the tasks listed in this plan no later than June 30, 2023.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and/or the First 5 Inyo County logo.

The Contractor shall submit a final report to First 5 Inyo County director within 30 days of the conclusion of the project or contract. By signing this contract, Contractor confirms receipt of the report template and understanding of the reporting requirements.

The major services this contract addresses include:

1. September 2022: Teacher meetings to set individualized plans
2. October 2022: Teachers submit receipts to director, continue for ten months through June.
3. May 2023: Teachers will reflect and write a brief summary of how "Teachers are Important" stipends impacted them through the year.
4. June 2023: Submit final report.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF First 5 Community Grant **SERVICES****

TERM:

FROM: 9/1/2022 **TO:** 6/30/2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$17,000, incurred from September 1, 2022 to June 30, 2023.

Actual operating expenses are to be invoiced to First 5 Inyo County after service delivery on a monthly basis, 15 days after the last day of the month, listed below. Expenditures should not deviate from the proposed budget categories by more than \$1,000 without the express written permission of the First 5 Inyo County Commission.

Notwithstanding paragraph 3 E, Billing and Payment, monthly invoices with attached expenditure sheets and fiscal receipts including supporting documentation to what is being claimed for the indirect costs should be received by First 5 Inyo County no later than 15 days after the end of the month.

In the event that invoices or reports are late, the First 5 Inyo County Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or reports, is cause for the First 5 Inyo County Commission to review this contract for reduction or cancelation.

Invoice Due Dates: October 15, 2022; November 15, 2022; December 15, 2022; January 15, 2023; February 15, 2023; March 15, 2023; April 15, 2023; May 15, 2023; June 15, 2023; and July 15, 2023. If all expenses are invoiced early in the contract year, invoices with a zero balance do not need to be submitted.

Budget Anticipated Detail: The budget may change due to staffing or supply costs but will not exceed the contract amount. Any requested budget changes will be reported and the First 5 Inyo Commission will be allowed the opportunity to ask questions.

Total Personnel Expenses- \$17,000

(Teachers are Important Stipends - \$17,000: \$340 per month, ten months, five teachers)

Total Budget - \$17,000

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF First 5 Community Grant **SERVICES****

TERM:

FROM: 9/1/2022

TO: 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence for contracts with not to exceed values less than \$75,000. For larger contracts, the above described per occurrence limit must be not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. **For contracts involving work with or service to minors (i.e., persons under the age of 18), sexual assault and misconduct (“SAM”) coverage is required with limits no less than \$1,000,000 per occurrence.** The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability** insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *Check with Risk Management.*
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be considered waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI) pertaining to persons to whom services are provided under this contract. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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.

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence for contracts with not to exceed values less than \$75,000. For larger contracts, the above described per occurrence limit must be not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. **For contracts involving work with or service to minors (i.e., persons under the age of 18), sexual assault and misconduct (“SAM”) coverage is required with limits no less than \$1,000,000 per occurrence.** The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability** insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *Check with Risk Management.*
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be considered waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI) pertaining to persons to whom services are provided under this contract. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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.

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2022 Insurance Requirements for Professional Services – First 5

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Anna Scott

SUBJECT: Sole-Source Contract Between the County of Inyo and Thurmond Consulting, Inc.

RECOMMENDED ACTION:

Request Board: A) declare Thurmond Consulting, LLC of Sacramento, CA a sole-source provider; B) ratify and approve the contract between the County of Inyo and Thurmond Consulting, LLC of Sacramento, CA for the provision of Continuum of Care Grants Management consulting services in an amount not to exceed \$42,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Health and Human Services Department has been working with State and Federal housing authorities, including Housing and Urban Development (HUD) and the California Interagency Council on Homelessness (Cal ICH), to transition the responsibility of the Eastern Sierra Continuum of Care Collaborative Applicant and Coordinated Entry system roles from Inyo Mono Advocates for Community Action (IMACA) to HHS. This process was initiated on an emergency basis due to significant fiscal challenges faced by IMACA, and required HHS to quickly become familiar with the requirements of several grants and systems in order to maintain compliance, and to ensure minimal disruption to clients who are receiving services to prevent or mitigate homelessness.

Near the end of the 2021-2022 fiscal year, the ESCOC was faced with a looming deadline to apply for Homeless Housing, Assistance and Prevention (HHAP) round 3 funding that would be available to Inyo, Mono, and Alpine counties. The funding application required that the CoC conduct a community assessment and develop a Local Housing Action Plan that would require coordination and integration with the Housing and Homelessness Incentive Program administered by the CA Department of Health Care Services via the Managed Medi-Cal plans that serve each county, CA Health and Wellness, and Anthem Blue Cross. Due to the very short timeline, California Health and Wellness secured Thurmond Consulting LLC to assist with the development of the LHAP and the HHAP 3 application.

Thurmond Consulting continues to work on the submission of the HHAP 3 application and is available to provide additional technical assistance to allow HHS to apply for other funding streams available to the CoC. HHS is requesting a sole source contract due to Thurmond Consulting's experience with the ESCOC and other rural CoCs in California. Also, securing this contract in a timely manner is essential given the funding application deadline for the FFY 2022 CoC planning grant offered by HUD.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could chose to not approve this contract, which could result in the Department missing opportunities to secure local and regional grant funding for homeless services.

OTHER AGENCY INVOLVEMENT:

Mono County Social Services, Mammoth Lakes Housing, California Indian Legal Services, and Wild Iris

FINANCING:

Federal funds. This contract is budgeted in Continuum of Care (055900) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Thurmond Consulting FY 22-23 Contract

APPROVALS:

Anna Scott	Created/Initiated - 8/8/2022
Anna Scott	Approved - 8/8/2022
Darcy Ellis	Approved - 8/9/2022
Anna Scott	Approved - 8/9/2022
Melissa Best-Baker	Approved - 8/9/2022
Darcia Blackdeer-Lent	Approved - 8/12/2022
John Vallejo	Approved - 8/15/2022
Amy Shepherd	Approved - 8/15/2022
Anna Scott	Final Approval - 8/15/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Thurmond Consulting, LLC.

FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the COC Grants Mgmt. and COC Co services of Thurmond Consulting, LLC. of Sacramento, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Forty-Two thousand dollars and zero cents Dollars

(\$42,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>PO Drawer H</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Thurmond Consulting, LLC.</u>	Name
<u>2121 Natomas Crossing Ste# 200-288</u>	Address
<u>Sacramento, CA 95834</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Thurmond Consulting, LLC.
FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Scott Thurmond
Signature

Print or Type Name

Delrick Scott Thurmond
Print or Type Name

Dated: _____

Dated: 7/29/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thurmond Consulting, LLC
FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES****

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SCOPE OF WORK:

- Facilitate the Continuum of Care Program Competition
 - NOFA announcement
 - Write and submit the CoC Consolidated Application and Priority listing
 - Write and submit the CoC Planning Grant Application
- Submit grant invoicing and reporting for the following grant programs:
 - HHAP 1-4 through Cal-ICH
 - CoC Competition including Planning Grant through HUD
 - SAGE reporting
- Provide input to agenda and discussion items monthly CoC board meetings

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Thurmond Consulting, LLC.

FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES**

TERM:

FROM: July 1, 2022

TO: June 30, 2023

SCHEDULE OF FEES:

Contractor shall invoice in accordance with Section 3.E. Billing and Payment \$3,500 per month, for a total amount not to exceed \$42,000.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Thurmond Consulting, LLC
FOR THE PROVISION OF COC Grants Management and COC Coordination **SERVICES****

TERM:

FROM: July 1, 2022 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services

Services related to transitional social rehabilitation

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** general aggregate limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Other Insurance Provisions” below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See “Other Insurance Provisions” below.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.* See “Other Insurance Provisions” below.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its

Attachment C: 2022 Insurance Requirements for Professional Services

Services related to transitional social rehabilitation

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Attachment C: 2022 Insurance Requirements for Professional Services

Services related to transitional social rehabilitation

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Jeffrey Thomson

SUBJECT: Agreement Between the County of Inyo and Sacred Rok

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Sacred Rok of Yosemite, CA for the provision of nature education and mentoring in an amount not to exceed \$45,000 for the period of October 1, 2022 through April 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 8, 2021, Inyo County was awarded a Proposition 64 Public Health and Safety Grant from the Board of State and Community Corrections in the amount of \$779,537 for the implementation of youth development/youth prevention and intervention projects. The proposal included a subcontract with Sacred Rok, a local nonprofit organization run by an elite rock climber and accomplished health coach, to take young people out on rock climbing day excursions, day hikes and overnight excursions. Sacred Rok is staffed by rock climbing experts and will provide safe outings that appeal to youth, especially older youth.

Many children return home after school unsupervised and do not have opportunities for structured extracurricular activities. Some children have never experienced the many outdoor recreational activities available in our area. Visitors travel from around the world to our area to see and experience the landscape, but many Inyo County youth do not have the opportunity to experience the natural beauty at their back door.

This project aims to reduce the risk factors and raise the protective factors for youth through exploring the outdoors. Teaming up with Sacred Rok will provide youth with outdoor experiences that lead to positive outcomes in their lives.

The target population for the program is school-aged youth with the focus on underserved and/or justice involved youth. The program will be offered countywide and will provide activities in north county, south county, and the far southeastern part of the county. Multiple county programs work together to make the Outdoor Program possible, including Probation, HHS Behavioral Health, HHS Prevention, and other programs. The Probation Department will conduct special outreach to encourage participation by Hispanic and Native American youth.

Sacred Rok is a small nonprofit 501(c)3 based in Yosemite, California who work with underserved youth, taking them on camping trips, day hikes, rock climbing, engaging in some service work, and teaching the youth about nutrition in Yosemite National Park, Pinnacles National Park and around the Eastern Sierra.

The mission of Sacred Rok is to support youth in nature, helping youth to learn to respect nature and through that, to respect themselves. They accomplish their mission through taking young people on camping trips, educational presentations, and working with other youth-serving agencies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County Probation Department and Health and Human Services Department applied for a Proposition 64 Public Health and Safety Grant from the Board of State and Community Corrections and was notified that we were approved for funding of \$779,537 for a period of three (3) years. This funding will be used to provide many youth programs, including:

- Prevention programs (arts and entertainment) for elementary students
- Inyo Council for the Arts partnership
- Outdoor program for youth (contracting with an established outdoor adventure program).
- Enhance and expand the mentor program.
- Develop a peer mentor program
- Afterschool sports program
- Farm to table program using local community gardens

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve the contract. However, this is not recommended as the contract will be paid for by funds from a state-awarded grant and will provide excellent opportunities for underserved and justice involved Inyo County youth.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This contract would be expended out of the Prop 64 Budget 620210, Professional Services Object Code 5265 and funded from Prop 64 Grant monies.

ATTACHMENTS:

1. Sacred Rok Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 8/4/2022
Darcy Ellis	Approved - 8/4/2022
Krystal Leonard	Approved - 8/4/2022
Jeffrey Thomson	Approved - 8/11/2022
Krystal Leonard	Approved - 8/11/2022
John Vallejo	Approved - 8/11/2022
Amy Shepherd	Approved - 8/11/2022
Aaron Holmberg	Approved - 8/12/2022
Jeffrey Thomson	Final Approval - 8/12/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Sacred Rok
FOR THE PROVISION OF Nature education and mentoring SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Nature education & mentoring services of Sacred Rok of Yosemite, 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 Jeffrey L Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from October 1, 2022 to April 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Forth Five Thousand Dollars and 00/100***** Dollars

(\$45,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Sacred Rok</u>	Name
<u>PO BOX 148</u>	Address
<u>Yosemite National Park, CA 95389</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Sacred Rok
FOR THE PROVISION OF Nature education and mentoring SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Katie Lambert
Signature

Print or Type Name

Katie Lambert
Print or Type Name

Dated: _____

Dated: 08/04/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Sacred Rok
FOR THE PROVISION OF Nature education and mentoring SERVICES**

TERM:

FROM: 10/01/2022 **TO:** 04/30/2024

SCOPE OF WORK:

Contractor will provide nature education and mentoring services that include, but are not limited to, the following:

Sacred Rok's services include making preparations for and providing a series of day trips for Probation or Diversion youth to experience nature and the wilderness. Activities shall include nature hikes each day, daily reflections, some service work such as trail building in Yosemite, habitat restoration in the COSA in Bishop, or trash cleanup along waterways and recreation spots, swimming, fly fishing and rock climbing.

Sacred Rok's services for Probation and Diversion youth will include no less than seven day trips within the Eastern Sierra, Bishop area or within Yosemite National Park, as well as two (2 -3 night) camping trips within the Eastern Sierra, Bishop area or within Yosemite National Park for each year of the contract in County owned and operated van with no more than 6 youth in accompaniment with 1 or 2 Probation Staff.

Educational Objectives:

The hope is for each youth to learn about nature, become more comfortable with nature and their outdoor abilities and through that to become more familiar and confident with themselves. Each youth will be asked to reflect on what they have learned and to share these reflections with other youth. Youth may choose to keep a journal, write a poem, perform a song or skit or other means of expressing themselves and sharing this information.

Life Skills:

Youth will be responsible for helping with in camp chores and duties like food prep, camp setup, camp cleanup, water retrieval, firewood collection and chopping, habitat restoration and tool use. Additionally, youth also learn about situational awareness and how the choices they make can influence and impact future outcomes and people around them. They also learn proper wilderness/outdoor etiquette like Leave No Trace principles.

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND Sacred Rok
FOR THE PROVISION OF Nature education and mentoring SERVICES**

TERM:

FROM: 10/1/2022 TO 04/30/2024

SCOPE OF WORK CONTINUED:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the

accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Sacred Rok

FOR THE PROVISION OF Nature education and mentoring **SERVICES**

TERM:

FROM: 10/01/2022 **TO:** 04/30/2024

SCHEDULE OF FEES:

Sacred Rok Day Trips With Inyo County Probation Youth
Location: Eastern Sierra, Bishop, or Yosemite National Park
Number of Youth: 6 max
Camp Leader: Katie Lambert
Probation Staff: 2
Other Chaperons/ Sacred Rok staff: 1
Total people: 10 max
Costs:
Food and food prep @ \$20/person \$200
Sacred Rok Staffing: \$500
total per trip: \$700

\$700 at 7 day trips minimum = \$4,900/year
(I think aiming for one trip a month could be very doable and beneficial)

Sacred Rok Camping Trips With Inyo County Probation Youth
Number of nights: 2 night/3day or 3 night/3 days
Location: Yosemite National Park
Number of Youth: 6 max
Camp leader: Executive Director Ron Kauk
Probation Staff: 2
Other adult chaperons - Camp Manager/Cook Katie Lambert
Total people: 10 max
Costs:
Food and supplies @ \$25/person/day = \$250/day
Sacred Rok Staff: \$5400
total per camping trip: \$6150

\$6,150 at 2 camping trips per year = \$12,300/year

Reimbursement will be based on invoices for trips taken.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Sacred Rok

FOR THE PROVISION OF Nature education and mentoring **SERVICES**

TERM:

FROM: 10/01/2022 **TO:** 04/30/2024

SEE ATTACHED INSURANCE PROVISIONS

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability 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. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See “Additional Insurance Provisions” below.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.*
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor’s letterhead certifying that Contractor has no employees.*

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 Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its

*County of Inyo Insurance Standards for Services/Projects where a professional license is not required
Not for construction, environmental hazards, heavy equipment use, or medical services.*

Updated 20220526

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Greg Waters

SUBJECT: Eastern Sierra Engineering Contract Change Order #1 Task Order #8

RECOMMENDED ACTION:

Request Board authorize the Public Works Director to sign Change Order No. 1 (Task Order 8) to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the original contract amount of \$137,956.17 by \$16,574 to a total of \$154,530.17.

SUMMARY/JUSTIFICATION:

Eastern Sierra Engineering is currently under contract to design multiple segments of guardrail on Onion Valley Road. At Segment #10, the hillside below the guardrail has eroded to the extent that there is no longer enough shoulder to install the guardrail, and the existing traffic lane is in danger of collapse. Slope stabilization and road section remediation is not currently part of the designer's scope of work. Change Order #1 adds the design of a thickened concrete moment slab to guardrail section Segment #10 to repair a hillside condition that is threatening one lane of roadway and will provide sufficient width of shoulder to install a new guardrail.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. There is \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project. Eastern Sierra Engineering is currently under contract to provide design services for guardrail only. Current contract amount is \$137,956.17.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no alternatives. The Board could choose not to amend the contract with Change Order #1 and Segment #10 would be without a new and sufficient guardrail, and eventually the affected traffic lane would collapse.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Inyo County received a Highway Safety Improvement Program (HSIP) grant on March 26th, 2021 for \$997,000. The County is currently authorized to spend up to \$173,000 on design services. This contract is paid out of budget 034601 State Funded Road and object code 5715 Onion Valley Guardrail.

ATTACHMENTS:

1. Eastern Sierra Engineering/Onion Valley Contract
2. Changer Order 1 , Task 8

APPROVALS:

Greg Waters	Created/Initiated - 8/18/2022
Darcy Ellis	Approved - 8/19/2022
Michael Errante	Approved - 8/19/2022
Breanne Nelums	Approved - 8/23/2022
John Vallejo	Approved - 8/23/2022
Amy Shepherd	Final Approval - 8/24/2022

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 7th day of December 2021 an order was duly made and entered as follows:

*Public Works –
Budget Amendment,
Onion Valley
Guardrail Project*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 (*4/5ths vote required*);
- B) Declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;
- C) Approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and
- D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

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



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Trevor Taylor

SUBJECT: Award Consultant Contract for the Onion Valley Guardrail Project

RECOMMENDED ACTION:

Request Board:

- A) amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 (4/5ths vote required);
- B) declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;
- C) approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and
- D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. There is \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project.

The Department of Public Works released a Request for Proposals (RFP) on August 20th, 2021 for Environmental and Engineering Consultant Services in support of the design phase of the Onion Valley Guardrail Project. Proposals were due on October 6th, 2021. Only one proposal was received from Eastern Sierra Engineering despite efforts to promote competition. It is considered "non-competitive A&E procurement" when fewer than three proposals are received and additional documentation and justification are required to move forward with the award. Re-advertisement of the RFP was considered as a potential option but Public Works recommended proceeding with contract negotiation for the following reasons: 1) the RFP was sent directly to seven different consulting firms who have performed similar work on Inyo County projects in the past; 2) the RFP was advertised on a distribution website to aid in reaching additional interested firms; and 3) the time frame to turn in proposals was extended to 48 days from the minimum requirement of 21 days as a further step to garner more interest. All required documentation to support a sole source award has been completed and will be retained in the project files.

After successfully negotiating contract terms, level of effort, and cost items, the contract for Environmental and Engineering Services in support of the Onion Valley Guardrail Project is being presented to your Board for approval and award to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$137,956.17.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the consultant contract to Eastern Sierra Engineering and the Request for Proposals can be re-advertised in an attempt to solicit additional competition. This is not recommended as this option was considered prior to beginning contract negotiations with Eastern Sierra Engineering. The Caltrans required documentation for "non-competitive A&E procurement" has been completed and a Public Interest Finding - Equivalent justification is in the project files.

OTHER AGENCY INVOLVEMENT:

Caltrans - Reimbursement of incurred costs

FINANCING:

This project is 100% reimbursable through the Highway Safety Improvement Program with a state-only funded designation. Project costs will be paid for through the State Funded Road Budget 034601 object code 5715 - Onion Valley Guardrail Project.

ATTACHMENTS:

1. Eastern Sierra Engineering Contract
2. Memo: Non-Competitive A&E Justification

APPROVALS:

Trevor Taylor	Created/Initiated - 11/8/2021
Darcy Ellis	Approved - 11/8/2021
Trevor Taylor	Approved - 11/8/2021
Breanne Nelums	Approved - 11/8/2021
John Pinckney	Approved - 11/9/2021
Denelle Carrington	Approved - 11/9/2021
John Vallejo	Approved - 11/9/2021
Amy Shepherd	Approved - 11/9/2021
Michael Errante	Final Approval - 11/9/2021

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering**
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Contract will be made by the Public Works Director. Requests to the Consultant for work or services to be performed under this Contract will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Contract.

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on 12/7/2021, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 7/31/2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$8,689.40. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed
\$ 137,956.17.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO** local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:
Public Works _____ Department
PO Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Consultant:
Eastern Sierra Engineering _____ Name
4515 Towne Drive _____ Address
Reno, NV 89521 _____ City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF December, 2021.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Jeff Griffiths, Chair
Print or Type Name

By: 
Signature
Gerald Jensen, President
Print or Type Name

Dated: 12/07/2021

Dated: 11/09/2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCOPE OF WORK:

Eastern Sierra Engineering of Bishop, CA will be providing the environmental and engineering design services for the Onion Valley Guardrail Project, HSIPSL-5948(102). The scope of work attached includes the tasks and deliverables that will comprise the work.

Optional Environmental Tasks are not anticipated to be required and will only be authorized via contract amendment if found necessary. Optional Eastern Sierra Engineering Tasks 6 and 7 are included in the approved scope of work; the consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.

Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

SCOPE OF WORK

Task 1 - Project Management -ESE

ESE's project manager, David Grah, will be responsible for management of this project from the Bishop office with support from the Reno office. He will work closely with the Inyo County Project Manager to coordinate overall work on the project and will be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. David has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE and City of Bishop projects as well as Caltrans Work experience.

Deliverable: Quality project on time and within budget.

Task 2 - Preliminary Engineering Studies - ESE

The preliminary engineering phase of the project will refine project scope including as needed for Task 5. This will be accomplished by reviewing and considering all available project materials including the project initiation materials as well as performing early engineering of the project. Important activities during this task include evaluating constructability of the various sites, determining preliminary end treatment approaches, and potentially meeting with the United States Forest Service (USFS), the underlying land owner. At the completion of work on this task, project parameters will be established to be used in environmental studies and in final design of the project.

Work on this task will include the development of preliminary project plans developed on base mapping produced in Task 3 and cost estimate. Preliminary plans are anticipated to include:

- ▶ Title Sheet
- ▶ Notes, Legend, and Abbreviations
- ▶ Plan Sheets (10 Scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets

Deliverables: 30% Preliminary plans and associated preliminary estimate. Plans will be D size drawings, 24 by 36 inches.



Task 3 - Surveys and Mapping – Bear/ESE

This task will include researching Inyo County and BEAR Engineering records for information applicable to the project. An aerial control survey to establish horizontal and vertical control will be performed using GPS-RTK survey methods using an NGS Opus solution of GPS receiver data. GPS-RTK survey shall include ground control for each drone flight and fill-in measurements of existing improvements as needed. Survey control shall be in CCS (NAD 83) Zone IV, US Feet using Geoid 2012. A base map including monumentation, measured improvements and topographic contours will be prepared.

Deliverables: Base maps in AutoCAD Civil 3D 2021 format (also see Task 5 deliverables), images, notes

Task 4 - Environmental Studies and Documentation – Geōde

The environmental task includes the following activities.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Anticipated Activities (these activities are included in the proposal and cost):

Environmental Project Description

Upon project initiation and working in conjunction with ESE and county staff, Geōde will create a concise project description that describes the nature and scope of the project. The project description will address the type of improvements, level of disturbance, and type of equipment to be used as well as an implementation schedule. Geōde will liaise with the United States Forest Service early in the project initiation process to ensure the correct jurisdictional agencies are engaged in the project's environmental documentation and analysis.

CEQA Categorical Exemption (CE)

Geōde will complete the environmental review of the anticipated CEQA documentation. This documentation includes, but is not limited to: field, literature and electronic database reviews; and technical analysis. Technical studies are not anticipated, as the project involves negligible or no expansion of use. As the shoulders along Onion Valley Road have been previously disturbed from grading and driving, the installation of the guardrail is anticipated to be exempt under a CEQA as an existing facility.

ECR/MMRP

Geōde will ensure compliance with any jurisdictional permits and project avoidance, minimization, and mitigation measures using an Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan (MMRP). The ECR/MMRP is a matrix noting the necessary environmental provisions, with the associated industry Best Management Practices (BMPs), Caltrans Standard Specifications (if relevant), and agency permits which guide the implementation of measures which ensure the project in part and cumulatively will have a less-than-significant impact. The ECR/MMRP document will assist both the county and the contractor, track and monitor the implementation of these measures. These collective efforts are anticipated to fulfil the project's CEQA/NEPA and permitting requirements.

Coordination, Project Management & Meetings

Geōde will assume the lead role in environmental project management, preparation, and oversight of the CEQA/NEPA document(s), and scheduling meetings both with the project team and regulatory agencies.

Optional Activities (these activities are not included in the proposal and cost but could be added):

NEPA Categorical Exclusion (CE)

This is an optional activity. Although only a CEQA CE is anticipated for this project, if a federal nexus is established for the project by the USFS or another agency, a NEPA CE would be anticipated. In this case Geōde will assess if project actions will individually or cumulatively result in significantly affecting the quality of the human environment. It is possible the USFS may wish to take the lead on the document at the NEPA lead agency.

Permitting

This is an optional activity. Though Independence Creek does run adjacent to some of the project footprint, all activities are limited to upland areas and environmental permitting for impacts to waters are not anticipated. In addition, implementation of BMP's such as ESA fencing along the work near the creek could prevent project impact. Still, if required, the following permits could will be obtained as part of this activity: United States Army Corps of Engineers 404 Permit, Lahontan 401 Permit, California Department of Fish and Wildlife 1602 Permit.

Deliverables: California Environmental Quality Act Categorical Exemption and Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan, if needed.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Task 5 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Inyo County standards, Caltrans standards, and AASHTO Geometric Design guidelines to meet the project scope defined in Task 2. ESE will provide support and participate in meetings with USFS and other resource agencies about the project, as necessary. Any alternatives would be presented to the county for final selection during this task. Traffic control and erosion control would be included in the work and public safety would be of special concern due to switchbacks creating work zones above other sections of road. About three rounds of county review and ESE update is anticipated as part of this task.

Final plans to include:

- ▶ Title Sheet
- ▶ Notes, Legend and Abbreviations
- ▶ Plan Sheets (10 scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets
- ▶ Construction Area Sign Sheets
- ▶ Erosion Control Plans
- ▶ Traffic Control Plans

Specifications are anticipated to include technical specifications that will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

Cost Estimates will be estimates of probable construction costs and will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: Plans, specifications, and estimates at 60%, 90%, and final contract documents. Plans will be D size drawings, 24 by 36 inches. Base map and plan deliverables will include 2 hard copy sets and an electronic version on media. One paper copy of specifications will be provided and an electronic copy will be provided on the media with the plans.

Task 6 - Bid Process (Optional) – ESE

This task is optional as needed by the county. As part of Task 5, ESE would provide an electronic copy of the final approved plans and specifications and a hard copy of the final approved specifications. The electronic copy of the plans would be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications would be provided in both Microsoft Word format and PDF format. ESE would respond to questions that arise during the bidding phase and prepare addendums for distribution by the county, as necessary. If desired by the county, ESE would also provide assistance in the evaluation of bids and award recommendation, but in accordance with the RFP, these services are not included.

Deliverables: Final Plans and specifications, responses to questions during bidding and addendums, if necessary.

Task 7 – Services during construction (Optional) – ESE

This task is optional as needed by the county. Under this optional task ESE would participate in one pre-construction conference and answer questions as directed by the County. ESE would provide other services after contract award including reviewing contractor submittals, responding to Requests for Information (RFI), preparing and/or reviewing change orders, supporting the County on Contractor claims, and performing field visits or meetings as requested. Communication with the contractor would be logged and returned through the County to maintain continuity and lines of communication. In addition to these services listed in the



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Request for Proposals, ESE could provide additional services during construction such as resident engineer, inspection, and material testing services.

Deliverables: Meeting participation, review of submittals, other responses



ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCHEDULE OF FEES:

The Consultant shall be compensated for actual costs incurred plus a fixed fee (10%) at the rates shown in the attached cost proposal submitted by Eastern Sierra Engineering dated 10/6/2021 for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$137,956.17. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Eastern Sierra Engineering. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Eastern Sierra Engineering PC

Project No. HSIPSL-5948(102) Contract No. ZP-21-019 Date 10/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>See Attached</u>			\$ _____	\$ 32172.85
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 32,172.85
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 13.68
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 32,186.53**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 36.15%) e) Total Fringe Benefits [(c) x (d)] **\$ 11,635.43**
- f) Overhead (Rate: 133.82%) g) Overhead [(c) x (f)] **\$43,072.01**
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 54,707.45**

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 8,689.40**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	880		\$.56	\$492.80
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets	120		\$3	\$360.00
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$852.80

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>Bear Engineering</u>	<u>\$24,420.00</u>
Subconsultant 2: <u>Geode</u>	<u>\$17,100.00</u>
Subconsultant 3: _____	<u>\$</u>
Subconsultant 4: _____	<u>\$</u>

m) **TOTAL SUBCONSULTANTS' COSTS** \$41,520.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 42,372.80**

TOTAL COST [(c) + (j) + (k) + (n)] **\$137,956.17**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Direct Labor

Classification/ Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	David Grah*	92	\$65.00	\$5,980.00
Design Manager	Debbie Jenkins *	38	\$62.50	\$2,375.00
Principal Engineer	Gerald Jensen	32	\$48.07	\$1,538.24
Senior Engineer	Christine Katz*	233	\$57.69	\$13,441.77
Civil Design Engineer	Daniel Sandoval*	17	\$39.42	\$670.14
Civil Design Engineer	Erik Bjarner*	208	\$28.13	\$5,851.04
Civil Design Engineer	Cole Herbert	7	\$28.84	\$201.88
Civil Design Engineer	Andrew Myers	7	\$27.00	\$189.00
Civil Design Engineer	Baily Mirtle	7	\$26.92	\$188.44
Civil Design Engineer	Peter Sebaaly	7	\$34.62	\$242.34
Sr. Cadd Technician	Jill Cartright	26	\$33.00	\$858.00
Sr. Cadd Technician	Jody Hughes	26	\$24.50	\$637.00
Total				\$32,172.85

2023 Salary Increases

Senior Engineer	Christine Katz*	8	\$1.15	\$9.20
Civil Design Engineer	Erik Bjarner*	8	\$0.56	\$4.48
Total				\$13.68

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

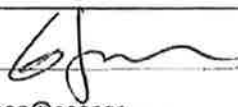
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Gerald G. Jensen Title: President
 Signature:  Date of Certification (mm/dd/yyyy): 10/06/2021
 Email: gjensen@esengr.com Phone Number: 775-828-7220 x204
 Address: 4515 Towne Drive, Reno, NV 89521

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Design, PS&E and construction support services

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erik Bjamer*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
		Constructability Review	Engineering Design Mgr	Senior Civil Design Engineer	Project Manager / Design	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Senior Drafter	Senior Drafter
	Rate 2022	129.77	168.73	155.75	175.48	106.43	75.83	77.86	78.15	72.36	93.46	66.14	89.09
	Rate 2023	132.37	172.11	158.86	178.99	108.56	77.35	79.42	79.71	73.81	95.33	67.47	90.87
	Rate 2024	137.66	178.99	165.22	186.15	112.9	80.44	82.59	82.56	76.76	99.15	70.16	94.51
Task Description	Rate 2025	145.92	189.73	175.13	197.32	119.68	85.27	87.61	87.55	81.37	105.09	74.37	100.18
Task 1 - Project Management													
Task 1 Hours Subtotal		0	0	40	16	0	0	0	0	0	0	0	0
Task 1 Labor Costs		\$ -	\$ -	\$ 6,230.00	\$ 2,807.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 ESE Total	\$ 9,037.68												
Total Not To Exceed Task 1 (plus fixed fee)	\$ 9,037.68												
Task 2 - Preliminary Engineering Studies													
Site Visits (4 total)				12	6		12						
Review PID				4	2	1	4	1	1	1	1		
Evaluate Sites for Constructability and End Treatments	16			32	8	4	32						
USFS Meeting				4	4		4						
NLA Sheet													
Overall Site Plan (one sheet)				4	4		10					4	4
Plan Sheets at 1"=20' (15 sheets)			6	16	6	8	16	2	2	2	2	4	4
Details (5 sheets 4 per sheet)				10			12					4	4
Cost Estimate	4			6	2		6						
QA/QC			8										
Plans Submittal				1			4						
Task 2 Hours Subtotal		20	14	89	32	13	100	3	3	3	3	12	12
Task 2 Labor Costs		\$ 2,595.40	\$ 2,362.22	\$ 13,861.75	\$ 5,616.36	\$ 1,383.59	\$ 7,583.00	\$ 233.58	\$ 234.45	\$ 217.08	\$ 280.38	\$ 793.68	\$ 1,069.08
Task 2 Non Labor Costs													
Task 2 ESE Total	\$ 36,229.57			\$ 123.00		\$ 123.00							
Task 2 ESE Other Direct Costs	\$ 246.00												
Total Not To Exceed Task 2 (plus fixed fee)	\$ 36,475.57												
Task 3 - Surveys and Mapping													
Support for Bear - Topography				1	1		1						
Task 3 Hours Subtotal		0	0	1	1	0	1	0	0	0	0	0	0
Task 3 Labor Costs		\$ -	\$ -	\$ 155.75	\$ 175.48	\$ -	\$ 75.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs													
Task 3 ESE Total	\$ 407.06												
Task 3 Bear Total	\$ 24,420.00												
Total Not To Exceed Task 3 (plus fixed fee)	\$ 24,827.06												
Task 4 - Environmental Studies and Documentation													
Support for Geode				3	3		3						
Task 4 Hours Subtotal		0	0	3	3	0	3	0	0	0	0	0	0
Task 4 Labor Costs		\$ -	\$ -	\$ 467.25	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erk Bjamer*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
Task 4 - Non Labor Costs													
Task 4 ESE Total	\$ 1,221.18												
Task 4 Geode Total	\$ 17,100.00												
Total Not To Exceed Task 4 (plus fixed fee)	\$ 18,321.18												
Task 5 - Design													
Caltrans Encroachment Permit				2	4		4						
USFS Meeting and Coordination				20	8		16						
Title Sheet				2									
NLA Sheet												2	2
Plan Sheets at 1"=20' (15 sheets)			8	20	8	4	20	4	4	4	4	2	2
Details (5 sheets 4 per sheet)				12	4		20					10	10
Specifications				24	16								
Cost Estimate		4		8			32						
Constructability Review		8											
QA/QC			16										
Plans Submittal				4			4						
Task 5 Hours Subtotal		12	24	92	40	4	96	4	4	4	4	14	14
Task 5 Labor Costs		\$ 1,557.24	\$ 4,049.52	\$ 14,329.00	\$ 7,019.20	\$ 425.72	\$ 7,279.68	\$ 311.44	\$ 312.60	\$ 289.44	\$ 373.84	\$ 925.96	\$ 1,247.26
Task 5 Non Labor Costs	Travel			\$ 123.00		\$ 123.00							
Task 5 ESE Total	\$ 38,120.90												
Task 5 ESE Other Direct Costs	\$ 246.00												
Total Not To Exceed Task 5 (plus fixed fee)	\$ 38,366.90												
Task 6 - Bid Process (optional)													
Produce construction documents				2			2						
Respond to contractor questions				1			1						
Prepare addendums				1			1						
Task 6 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs	Copies	\$ 360.00											
Task 6 ESE Total	\$ 952.84												
Task 6 Other Direct Costs	\$ 360.00												
Total Not To Exceed Task 6 (plus fixed fee)	\$ 1,312.84												
Task 7 - Services During Construction (optional)													
Pre bid meeting				1			1						
Pre-construction conference				1			1						
Review submittals				1			1						
Design support				1			1						
Task 7 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs													
Task 7 ESE Total	\$ 944.84												
Total Not To Exceed Task 7 (plus fixed fee)	\$ 944.84												

SCHEDULE OF OTHER DIRECT COST ITEMS

Eastern Sierra Engineering			Geode Environmental			Bear Engineering		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling		
A. Printing Plan sheets	sheet	\$3.00	A. Printing		Cost + 10%	A. Printing Plan sheets	sheet	\$3.00
B. Special Printing		Cost + 10%	B.			B.		
C.			C.			C.		
Travel			Travel			Travel		
A. Mileage	mile	\$0.56	A. Mileage	mile	\$0.56			
B. Per Caltrans TEC			B. Per Caltrans TEC					

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

Prevailing Wage Policy

Eastern Sierra Engineering, PC performs work on public works projects requiring payment of prevailing wages to certain classifications of employees. The prevailing wage is comprised of a base hourly rate of pay and an hourly fringe benefit amount. If the prevailing wage rate is greater than the employee's base rate of pay plus fringe benefits received by the employee, the company policy is to increase the base rate of pay to the employee to meet the prevailing wage rate. Thus, the employee is payed the difference ("the prevailing wage delta"). The company accounting policy is to record the prevailing wage delta as a direct cost and this cost is charged directly to the contract as direct labor. This also applies to a fringe delta. If a fringe delta is required to be paid to an employee, it is also recorded as a direct cost and is billed to the client as a direct cost.

If you have any questions or concerns please contact me at 775-828-7220 x204 or email me at gjensen@esengr.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Jensen", written over a horizontal line.

Gerald Jensen
President

HOME OFFICE **Fringe Ben. %** **Overhead %** **General Administration %** **Combined %**
 36.15% + 133.82% + = **169.97%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate		% or \$ Increase	Actual/ average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To			
Baily Mirtle Civil Design Engineer Exempt	\$ 72.68	\$ 72.68	\$ 72.68	10/06/21	10/05/22	0.00%	\$ 26.92	n/a
	\$ 74.13	\$ 74.13	\$ 74.13	10/06/22	10/05/23	2.00%	\$ 27.46	
	\$ 77.09	\$ 77.09	\$ 77.09	10/06/23	10/04/24	4.00%	\$ 28.56	
	\$ 81.72	\$ 81.72	\$ 81.72	10/05/24	10/05/25	6.00%	\$ 30.27	
	\$ 88.26	\$ 88.26	\$ 88.26	10/06/25	10/05/26	8.00%	\$ 32.69	
	\$ 97.08	\$ 97.08	\$ 97.08	10/06/26	10/05/27	10.00%	\$ 35.96	
Peter Sebaaly Civil Design Engineer Exempt	\$ 93.46	\$ 93.46	\$ 93.46	10/06/21	10/05/22	0.00%	\$ 34.62	n/a
	\$ 95.33	\$ 95.33	\$ 95.33	10/06/22	10/05/23	2.00%	\$ 35.31	
	\$ 99.15	\$ 99.15	\$ 99.15	10/06/23	10/04/24	4.00%	\$ 36.72	
	\$ 105.09	\$ 105.09	\$ 105.09	10/05/24	10/05/25	6.00%	\$ 38.93	
	\$ 113.50	\$ 113.50	\$ 113.50	10/06/25	10/05/26	8.00%	\$ 42.04	
	\$ 124.85	\$ 124.85	\$ 124.85	10/06/26	10/05/27	10.00%	\$ 46.25	
Jill Cartright Sr. CADD Technician Drafting Non-Exempt	\$ 89.09	\$ 133.64	\$ 178.18	10/06/21	10/05/22	0.00%	\$ 33.00	n/a
	\$ 90.87	\$ 136.31	\$ 181.74	10/06/22	10/05/23	2.00%	\$ 33.66	
	\$ 94.51	\$ 141.76	\$ 189.01	10/06/23	10/04/24	4.00%	\$ 35.01	
	\$ 100.18	\$ 150.27	\$ 200.35	10/05/24	10/05/25	6.00%	\$ 37.11	
	\$ 108.19	\$ 162.29	\$ 216.38	10/06/25	10/05/26	8.00%	\$ 40.08	
	\$ 119.01	\$ 178.52	\$ 238.02	10/06/26	10/05/27	10.00%	\$ 44.08	
Jody Hughes Sr. CADD Technician Drafting Non-Exempt	\$ 66.14	\$ 99.21	\$ 132.29	10/06/21	10/05/22	0.00%	\$ 24.50	n/a
	\$ 67.47	\$ 101.20	\$ 134.93	10/06/22	10/05/23	2.00%	\$ 24.99	
	\$ 70.16	\$ 105.25	\$ 140.33	10/06/23	10/04/24	4.00%	\$ 25.99	
	\$ 74.37	\$ 111.56	\$ 148.75	10/05/24	10/05/25	6.00%	\$ 27.55	
	\$ 80.32	\$ 120.49	\$ 160.65	10/06/25	10/05/26	8.00%	\$ 29.75	
	\$ 88.36	\$ 132.53	\$ 176.71	10/06/26	10/05/27	10.00%	\$ 32.73	

GEODE ENVIRONMENTAL

**Geode Environmental
Sole Proprietor - Essra Mostafavi**

\$190 per hour

Task	Description	Hours	Rate	Cost	Included	Optional
TASK 1	Project Initiation, Scope of Work & Project Description	40	\$190	\$7,600	\$7,600	
TASK 2	CEQA Categorical Exemption (CE)	20	\$190	\$3,800	\$3,800	
TASK 3	NEPA Categorical Exclusion (CE)	20	\$190	\$3,800		\$3,800
TASK 4	ECR/MMRP	10	\$190	\$1,900	\$1,900	
TASK 5	Coordination, Project Management & Meetings	20	\$190	\$3,800	\$3,800	
TASK 6	Permitting					
TASK 6.1	USACE Nationwide 404 Permit	40	\$190	\$7,600		\$7,600
TASK 6.2	Lahontan RWQCB 401 Permit	40	\$190	\$7,600		\$7,600
TASK 6.3	CDFW LSAA 1602 Permit	40	\$190	\$7,600		\$7,600
				\$43,700	\$17,100	\$26,600

BEAR ENGINEERING RATE SCHEDULE

Field Surveys: GPS Equipment: Trimble R10GPS RTK equipment, one base receiver, one rover, radio link, TSC7 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC7 data collector; Drone – Phantom 4 RTK

A. Field surveys with GPS RTK and Robotic Equipment:	\$170.00 /hr.
B. Office: Professional Engineer/Land Surveyor Services:	\$110.00 /hr.
C. Miscellaneous:	
Travel: Billed to and from office	\$170.00 /hr.
Copies 18" x 26", 24" x 32", 24" x 36" sheets	\$3.00 /sheet
Special Materials: construction staking materials, aerial targets, etc	cost + 15%
Overhead: Office, clerical, etc not otherwise specified included in rates	
D. Drone Flight Planning	\$110.00 /hr.
E. Drone Data Processing	\$110.00 /hr.
F. Drone Aerial Survey	\$170.00 /hr.

Estimated Fee for each Scope of Services Item

1.	4 hr. @ \$110/hr. (C)	\$ 440
2.	40 hr. @ \$170/hr. (A)	\$ 6,800
3.	20 hr. @ \$110/hr. (D)	\$ 2,200
4.	60 hr. @ \$110 /hr. (E)	\$ 6,600
5.	26 hr. @ \$170 per hr. (F)	\$ 4,420
6.	30 hr. @ \$ 110 per hr. (C)	\$ 3,300
7.	6 hr. @ \$110 per hr. (C)	\$ 660
Total		\$ 24,420

Not to Exceed Amount: \$24,420.

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021 **TO:** 7/31/2023

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021

TO: 7/31/2023

STATE / FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

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

Any subcontract entered into as a result of this contract shall contain all of these provisions.



DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0202
(760) 878-2001 FAX

County of
INYO

Michael Errante – Director
Chris Cash – Deputy Director

TO: File, Public Works

FROM: Trevor Taylor, Public Works

DATE: 10/25/2021

SUBJECT: Non-competitive A&E Consultant Contract – Onion Valley Guardrail Project
HSIPL-5948(102)

A request for proposals for the environmental and design components of the Onion Valley Guardrail Project was advertised on August 20, 2021 with a due date of October 6th, 2021. The RFP was sent directly to seven consulting firms who have worked successfully with Inyo County in the past as well as being advertised on IMS (Integrated Marketing Systems) website as an attempt to reach a broader assortment of potential proposers. Despite the effort to solicit competition, only one proposal was received from Eastern Sierra Engineering, Inc. The proposal was ranked in accordance with the criteria in the RFP and I am recommending moving forward with cost and contract negotiation. Re-advertisement was considered but given the lack interest from potential proposers and Eastern Sierra Engineering's successful track record on past projects for Inyo County, I do not believe there are risks for moving forward with contract and cost negotiation. If a contract cannot be negotiated, re-advertisement will be considered again.

Trevor Taylor, Engineering Assistant II
ttaylor@inyocounty.us
760-878-0347

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Onion Valley Guardrail Project

CHANGE ORDER NO. 1

OWNER: Inyo County Public Works

DATE: August 18th, 2022

CONSULTANT: Eastern Sierra Engineering

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION AMOUNT

Add Task Order #8 Investigate Soils and Design Moment Slab for Site 10

Original Contract Amount.....	\$137,956.17
Amount for previous Change Orders	\$0
Contract amount prior to this Change Order	\$137,956.17
Amount of this Change Order	\$16,574.00
NEW CONTRACT AMOUNT including this Change Order	<u>\$154,530.17</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER: July 31st, 2023

ACCEPTED BY:

CONSULTANT: _____ DATE: _____

OWNER: _____ DATE: _____

Mike Errante, Director of Public Works

August 05, 2022

Attn: Greg Waters
 County's Contract Administrator
 County of Inyo, Public Works Department
 P.O. Drawer Q
 Independence, CA 93526

**Re: Onion Valley Guardrail Project, HSIPSL-5948(102)
 Addition of Task 8 – Investigate Soils and Design Moment Slab for Site 10**

Dear Mr. Waters:

Eastern Sierra Engineering (ESE) is pleased to submit for your review and acceptance the addition of Task 8, for on-site excavation and monitoring of coring/potholing investigation and development and design of a moment slab for Site 10 of the Onion Valley Guardrail Project.

SCOPE OF SERVICES

ESE will design the guardrail improvements and prepare plans, specifications, and estimates to meet the project scope defined in Task 2. The design will improve the existing condition as much as practicable in accordance with Inyo County standards, Caltrans standards, and AASHTO Geometric Design guidelines considering site and maintenance restrictions. Additionally, ESE will investigate soils in the area to better understand the underlying conditions. The plan of investigation is shown below in Figure 1. Following the investigation, ESE will prepare drawings for a moment slab.

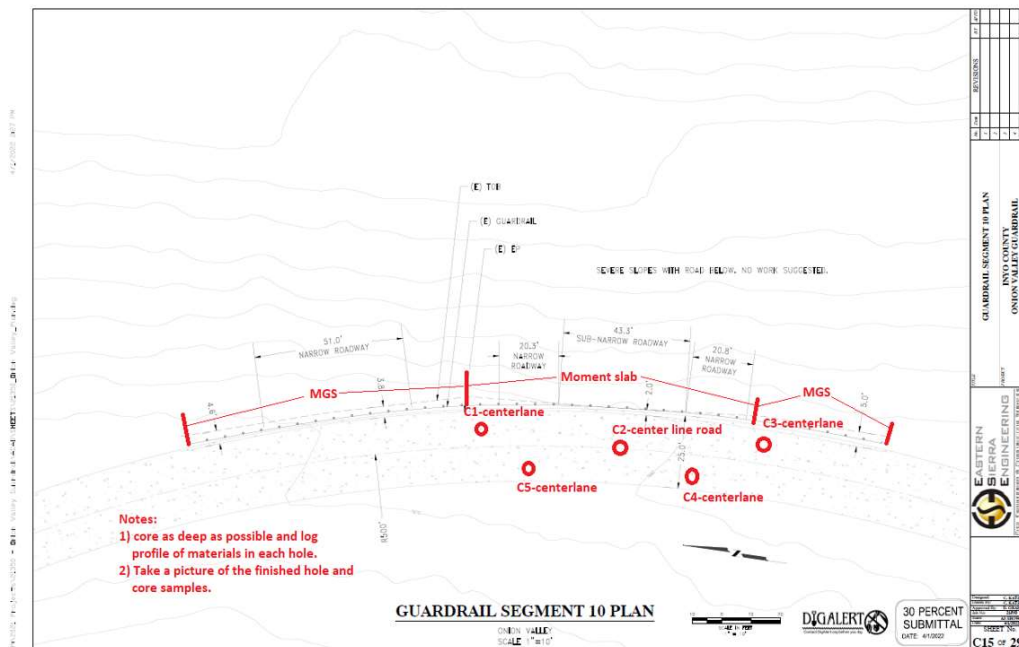


Figure 1: Location of Test Core/pothole locations

ENGINEERING FEES

The following table lists the estimated hours and effort required to complete Task 8.

<u>Engineering Cost Estimate</u>	Quantity	\$/Units	Units	Total
Surveying	0	\$170.00	HOURS	\$0
Coring and Potholing				
- 1 day tech on site monitoring	12	\$97.43	HOURS	\$1,169
- 1 day Equipment/Operator	12	\$150.00	HOURS	\$1,800
- Mobilization	01	\$4,500	LS	\$4,500
Traffic control	12			Provided by INYO
Reinforced Concrete Design	20	\$155.75	HOURS	\$3,115
Environmental Impact	2	\$190.00	HOURS	\$380
CAD Layout/Mapping	20	\$75.93	HOURS	\$1,519
Engineering Cost Estimate	10	\$155.75	HOURS	\$1,558
Civil Design	5	\$155.75	HOURS	\$778
Design Review	10	\$175.48	HOURS	\$1,755
Total Engineering Cost				\$16,574

Compensation for ESE's services would be provided on a time and expense basis utilizing the rates approved in the original contract and summarized in the table above. The scope outlined above is for Task 8. ESE will not exceed the above total engineering cost without your written authorization.

Optional Task 9

During drawing preparation of the reinforced concrete slab and barrier, ESE can hire a California S.E. to review reinforced concrete design and stamp the drawings. Their review will meet AASHTO requirements. This optional task can be performed for a lump sum fee of \$7,440.

Casey Carriere

Casey Carriere, E.I.T.
Project Designer

Attachments:

PP 
Jeffrey Barrow (Aug 5, 2022 16:51 EDT)

Debbie Davis Jenkins, PE
Engineering Manager
CA PE C 57235



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Greg Waters

SUBJECT: Diaz Boat Dock Plans and Specifications

RECOMMENDED ACTION:

Request Board: A) approve the plans and specifications for the Diaz ADA Boat Dock Project and authorize the Public Works Director to advertise the project; and B) authorize the use of Geothermal Royalties to fund the project beyond the available remaining grant.

SUMMARY/JUSTIFICATION:

Diaz Lake is a popular venue for kayaking and canoeing. There are many disabled veterans among others that would be able to enjoy the lake if there were an ADA accessible boat dock for them to use to launch and board their vessels. Inyo County received grant funding to pay for a significant portion of the cost of the construction.

As a matter of practicality and value to the County, the project may be bifurcated into two separate scopes of work, a purchase order for the dock components and a single construction contract for all other work, including the installation of the dock components furnished by others.

In addition to approving the plans and specifications, we are also asking the Board to authorize the use of Geothermal Royalties to fund the project beyond the available remaining grant.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On May 5, 2016 Inyo County received a grant for \$202,860 from California Department of Parks and Recreation, Division of Boating and Waterways to build an ADA Accessible Boat Dock on Diaz Lake. The funding is sunsetting on February 1, 2023, so the project must go forward this year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the plans and specifications for the Diaz Lake Boat Dock and not to authorize the Public Works Department to advertise and the Grant Funding from the California Department of Boating and Waterways will expire on February 1, 2023.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The Department of Boating and Waterways grant has a remaining balance of \$197,681.00 The current engineer's estimate is \$249,681. The remaining \$52,000 will be paid out of Geothermal Revenues. The Budget Team has created budget unit 670300 Diaz Lake Dock Grant, to track the project.

ATTACHMENTS:

1. Diaz Boat Dock Schedule
2. Diaz Lake ADA Dock Bid Package

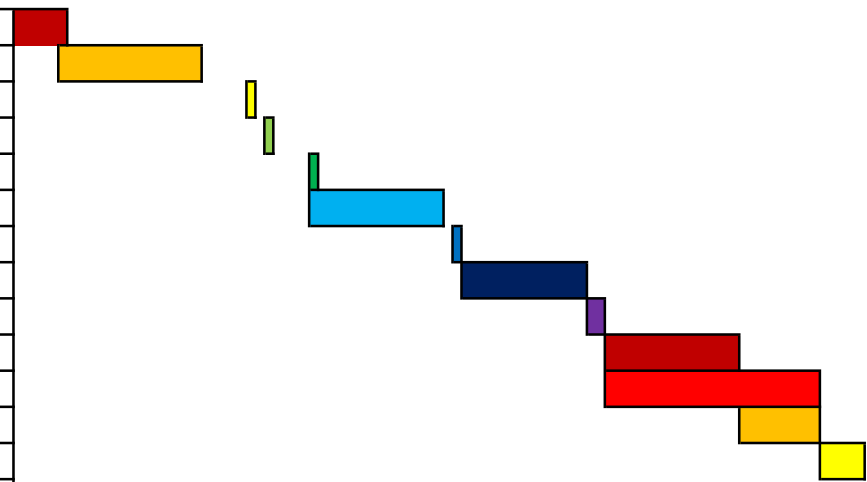
APPROVALS:

Greg Waters	Created/Initiated - 8/18/2022
Darcy Ellis	Approved - 8/18/2022
Greg Waters	Approved - 8/24/2022
Michael Errante	Approved - 8/24/2022
Breanne Nelums	Approved - 8/24/2022
John Vallejo	Approved - 8/31/2022
Greg Waters	Approved - 8/31/2022
Amy Shepherd	Final Approval - 8/31/2022



Diaz Boat Dock Preliminary Schedule As of 8-18-2022

Activity	Duration	Start	Finish
Design Phase	5	8/18/2022	8/23/2022
DBW Review & Final Approval	15	8/23/2022	9/7/2022
Upload to Civic Clerk for Inclusion	0	9/13/2022	9/13/2022
Board Agenda Cut-Off Date	0	9/15/2022	9/15/2022
Board Approval Plans & Specs	0	9/20/2022	9/20/2022
Advertise for Bids	14	9/20/2022	10/4/2022
Submit Bids to Board for Approval	0	10/6/2022	10/6/2022
15 Day Waiting Period	13	10/7/2022	10/20/2022
NTP Issued	1	10/21/2022	10/22/2022
Off Site Fabrication Dock & Gangway	14	10/23/2022	11/6/2022
Site Construction	23	10/23/2022	11/15/2022
Dock & Gangway Installation	8	11/7/2022	11/15/2022
Close Out	4	11/16/2022	11/20/2022
Schedule Total Float	73	11/20/2022	2/1/2023
Drop Dead Date on Grant Extension	0	2/1/2023	2/1/2023



**BID PACKAGE AND
SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

Diaz Lake ADA Boat Dock Project
Project No. TR-16-039

**FOR USE IN CONNECTION WITH INYO COUNTY
SPECIFICATIONS, DATED MAY 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

August 2022

Prepared By: Inyo County Public Works

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**NOTICE
INVITING BIDS
FOR**

DIAZ LAKE ADA BOAT DOCK PROJECT

Lone Pine, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

DIAZ LAKE ADA BOAT DOCK PROJECT

Lone Pine, CA

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department, 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid packages are available for inspection at the Department offices during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the County that they are plan holders may not be notified should any Addenda be issued. If the County issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the provisions of a State of California Dept. of Industrial Relations (DIR) approved Labor Compliance Program.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title

DIAZ LAKE ADA BOAT DOCK PROJECT

Lone Pine, CA

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on Wednesday, September 21, 2022** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on **Tuesday, September 13, 2022 starting at 10 AM** in Lone Pine, CA at the Diaz Lake Entrance Station. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

Confidentiality of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12 point type. Please note that stamping a page as confidential does not guarantee that it will be protected from disclosure.

General Work Description:

The DIAZ LAKE ADA BOAT DOCK PROJECT includes but is not limited to mobilization, clearing and grubbing, installation and removal of a turbidity curtain and other storm water BMPs, rough grading, excavation, backfill, compaction, concrete formwork, rebar, and concrete placement and finishing, fabrication, delivery, and installation of all dock and gangway components, finish grading, pavement striping and pavement markings, purchase and installation of parking signage, purchase and installation of a project credit sign, etc.

The project will be bid as three separate scopes. Contractor's can bid on any combination of one, two, or three of the scopes of work (site work, fabrication of dock components, and project credit sign), per the Bid Proposal Form. If a contractor bids on only two scopes of work, the County reserves the right to consider each scope as independent of the other with respect to acceptance of one and rejection of the other.

All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Greg Waters of the Public Works Department at gwaters@inyocounty.us.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class A General Engineering or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May, 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," 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 on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor will be required to submit Certified Payrolls to the Project Engineer for review.

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

The definition and meanings of the words used in this Notice Inviting Bids 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 May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works



Michael Errante, Director
Dated: August 24, 20

BID PROPOSAL FORMS FOR

DIAZ LAKE ADA BOAT DOCK PROJECT

Lone Pine, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

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
(Hereinafter "County")

FROM: _____

(Hereinafter "Bidder")

FOR: **DIAZ LAKE ADA BOAT DOCK PROJECT** (Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on Wednesday, September 21, 2022 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, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on Tuesday September 13, 2022 at 10 AM meeting at the Diaz Lake Entrance Station. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

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:

DIAZ LAKE ADA BOAT DOCK PROJECT
PROJECT NO. TR-16-008

Site Work Bid

Scope of Work includes but not limited to: Mobilization/Demobilization; design, furnish, install, and remove safety fence, SWPPP BMPs, turbidity curtain, and dewatering system; excavation and offhaul of spoils, furnish and install base rock, furnish, set, and strip concrete formwork, furnish and install rebar, install concrete embeds furnished by others, furnish and install slip dowels and expansion joint, furnish concrete materials, place & finish concrete, strip forms, perform finish grading, furnish and place rock cobble around base of abutment and dead men at waterline; unload, inspect for damage, and tally dock components upon arrival; unload and install project credit sign, paint ADA striping and symbols, furnish and install parking bumper, furnish and install parking signage, posts, and concrete post footings.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	SWPPP (Straw Waddles)	58	LF	\$	\$
3	Orange Plastic Safety Fencing	144	LF	\$	\$
3	Turbidity Curtain	190	LF	\$	\$
4	Excavation & Dewatering	1	LS	\$	\$
5	Concrete Work	1	LS	\$	\$
6	Furnish and Place 3" – 6" Rock Cobble	1	TON	\$	\$
7	Dock Component Install	1	LS	\$	\$
8	Install Project Credit Sign	1	LS	\$	\$
9	Install parking signs, pavement markings, and parking bumper	1	LS	\$	\$
TOTAL SITE WORK BID AMOUNT					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Fabrication of Dock Components Bid

Scope of work includes but not limited to: Design of dock, gangway and other components, preparation of detailed shop drawings, Fabrication of boarding float (dock), gangway, struts, cable bracing, hook and shackle attachment to abutment, transition plate, abutment and gangway guardrails, kayak loading device, Shipping FOB jobsite fully insured to Diaz Lake, and all Sales Tax for Lone Pine, CA at 7.75%

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	All components listed in scope-of-work	1	LS	\$	\$
2	Shipping FOB jobsite, fully insured	1	LS	\$	\$
3	Sales tax @ 7.75%	1	LS	\$	\$
TOTAL BASE BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Project Credit Sign Bid

Design, prepare detailed shop drawings and proof for approval, structural design, specifications, fabrication shipping FOB jobsite fully-insured, Sales tax Lone Pine, CA 7.75%

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Fabrication	1	LS	\$	\$
2	Shipping FOB jobsite	1	LS	\$	\$
3	Sales tax 7.75%	1	LS	\$	\$
TOTAL CREDIT SIGN BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Combined All Scopes Bid

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Total Site Work Scope	1	LS	\$	\$
2	Total Dock Fabrication Scope	1	LS	\$	\$
3	Total Project Credit Sign Scope	1	LS	\$	\$
TOTAL COMBINED BID AMOUNT:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

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 May 2020.

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.

(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 BID MAY BE REJECTED.

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

Bidder's Name: _____

Address: _____

_____ Zip Code _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

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.

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. Dispute Relating to Bid Process and Award

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:

Denelle Carrington
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 time frame 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 May 2020.

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.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

DIAZ LAKE ADA BOAT DOCK 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,

_____ (Name of Bidder)

as Principal, and _____ (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 **DIAZ LAKE ADA BOAT DOCK PROJECT**, in compliance with the Contract therefore:

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 there for 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 Material 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, except as provided by law.

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

Principal

(SEAL) By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

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**

DIAZ LAKE ADA BOAT DOCK 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:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

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

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**
(Government Code Section 12900 et seq., Sections 11135-11139.5)

DIAZ LAKE ADA BOAT DOCK 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, gender, 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 gender. 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, Sections 7285.0 et seq.**), the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5)**.

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.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

DIAZ LAKE ADA BOAT DOCK PROJECT

I am aware of the provisions of Sections 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.

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

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

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

DIAZ LAKE ADA BOAT DOCK PROJECT

STATE OF CALIFORNIA:

COUNTY OF _____:

I, _____, declare that I hold the office or position of _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

DIAZ LAKE ADA BOAT DOCK 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 _____

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)

DIAZ LAKE ADA BOAT DOCK 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.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1156

DIAZ LAKE ADA BOAT DOCK 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 at 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.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(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

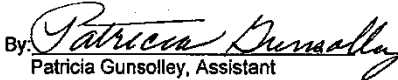
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered 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/ContractingPrefSmBusiness

4/29/10

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

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

Department: Inyo County Public Works Department LOCATION: Lone Pine, CA
 PROJECT DESCRIPTION: DIAZ LAKE ADA BOAT DOCK PROJECT
 TOTAL CONTRACT AMOUNT: \$ _____
 BID OPENING DATE: _____
 BIDDER'S COMPANY NAME: _____

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

For Inyo County to Complete:

Project Number: TR-16-039

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ _____

_____ %

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

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: DIAZ LAKE ADA BOAT DOCK PROJECT				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

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. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

CONTRACT AND BOND FORMS FOR

DIAZ LAKE ADA BOAT DOCK PROJECT
Lone Pine, CA

Attachments:

Contract
Faithful Performance Bond
Labor and Material Payment Bond
Insurance Requirements

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

_____, **CONTRACTOR**

for the

Diaz Lake ADA Boat Dock 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 the **Diaz Lake ADA Boat Dock 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: **DIAZ LAKE ADA BOAT DOCK 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. 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, and including damage and/or pollution to waterways, 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.

The Contractor agrees to indemnify, defend and save harmless, the Department of Parks and Recreation, Division of Boating and Waterways, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Contract.

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 and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, genetic information, gender, gender identity, gender expression, military or veteran status and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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.

d. Air Pollution and Environmental:

i. Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Contract.

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.

26. ACCESS TO WORKSITE. The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area

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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 _____

_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

**FAITHFUL PERFORMANCE BOND
DUAL OBLIGEE RIDER**

This DUAL OBLIGEE RIDER is to be attached to and become part of Faithful Performance Bond No. _____, dated _____, issued by _____, as Corporate Surety, hereinafter called Surety, on behalf of _____, as Principal, and the County of Inyo, as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached Faithful Performance Bond is hereby modified to add the California Department of Parks and Recreation, Division of Boating and Waterways, as an additional Obligee with all rights and powers as granted to the Obligee stated in the attached Faithful Performance Bond.

The undersigned hereby agree:

There shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in the case it arranges for completion of the Contract, upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.

In no event shall the aggregate liability of the Surety to either or both Obligees exceed the penal sum of this Faithful Performance Bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee maybe made by its check issued jointly to both.

Nothing herein shall be held to change, alter, or vary the terms of the attached Faithful Performance Bond, except as set forth in this Dual Obligee Rider.

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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)

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

County of Inyo

Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

Department of Parks and Recreation,
Division of Boating and Waterways

Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

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 Oblige, 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**

**LABOR AND MATERIALS BOND
DUAL OBLIGEE RIDER**

This DUAL OBLIGEE RIDER is to be attached to and become part of Labor and Materials Bond No. _____, dated _____, issued by _____, as Corporate Surety, hereinafter called Surety, on behalf of _____, as Principal, and the County of Inyo, as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached Labor and Materials Bond is hereby modified to add the California Department of Parks and Recreation, Division of Boating and Waterways, as an additional Obligee with all rights and powers as granted to the Obligee stated in the attached Labor and Materials Bond.

The undersigned hereby agree:

In no event shall the aggregate liability of the Surety to either or both Obligees exceed the penal sum of this Labor and Materials Bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee maybe made by its check issued jointly to both.

Nothing herein shall be held to change, alter, or vary the terms of the attached Labor and Materials Bond, except as set forth in this Dual Obligee Rider.

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

County of Inyo
Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

Department of Parks and Recreation,
Division of Boating and Waterways
Obligee

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for five 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory** Limits, and 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 and elsewhere in bid requirements.
6. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

- 1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relive contractor of requirement.
- 2.** The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both Inyo County and the State of California Department of Parks and Recreation, Division of Boating and waterways (DBW) in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to DBW.
- 3.** For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- 4.** Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to 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 – (Inyo County prefers occurrence type CGL policies)

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

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) 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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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.

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 relieve contractor of requirement.

Verification of Coverage

Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Inyo County before work commences.

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all 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.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

SPECIAL PROVISIONS

FOR

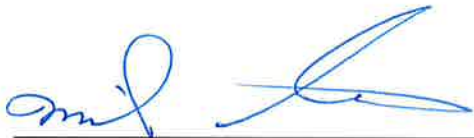
DIAZ LAKE ADA BOAT DOCK PROJECT

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS APPROVAL

DIAZ LAKE ADA BOAT DOCK PROJECT

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.



Director of Public Works

8/24/2022

Specifications Approval Date

DIAZ LAKE ADA BOAT DOCK PROJECT
Special Provisions

INYO COUNTY PUBLIC WORKS DEPARTMENT

DIAZ LAKE ADA BOAT DOCK PROJECT

SPECIAL PROVISIONS

DIVISION 1 GENERAL

INTRODUCTION

The DIAZ LAKE ADA BOAT DOCK PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2022 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by “SS” following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

PROJECT DESCRIPTION

The **DIAZ LAKE ADA BOAT DOCK PROJECT** includes but is not limited to clearing and grubbing, installation and removal of a turbidity curtain and other storm water BMPs, rough grading, excavation, backfill, compaction, concrete formwork, rebar, and concrete placement and finishing, fabrication, delivery, and installation of all dock and gangway components, finish grading, pavement striping and pavement markings, purchase and installation of parking signage, purchase and installation of a project credit sign, etc.

All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

SECTION 31 AWARD OF CONTRACT OR REJECTION OF BIDS

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest responsible responsive bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

SECTION 40 SMALL BUSINESS ENTERPRISE PARTICIPATION

This project is subject to Inyo County 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*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE Contracting Preference Commitment Submittal

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

INSURANCE REQUIREMENTS

713 SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithful Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).

SECTION 1017 PROSECUTION AND PROGRESS

Amended to read as follows:

1017.07 TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY

1017.07.1 Time for Completion

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **(60) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion". **All work must be completed by January 15th, 2023 according to DBW Grant requirements. Any overtime requirements to make this date must be included in the bid.**

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

1017.07.2 Liquidated Damages

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$400.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

SPECIFICATIONS

FOR

DIAZ LAKE ADA BOAT DOCK PROJECT

**DIAZ LAKE NON-MOTORIZED BOAT DOCK
PROJECT SPECIFICATIONS**

SECTION 02487 FLOATING DOCK SYSTEM

PART 1 GENERAL

1.1 Description of Work: The work of this section consists of furnishing all materials, equipment and labor necessary for the construction and installation of the floating dock system, anchors and associated work as shown on the drawings.

1.2 Submittals:

- A. Contractor shall submit shop drawings, flotation and freeboard calculations prepared and stamped by a California Registered Professional Engineer with a minimum of five (5) years experience in floating dock design.
- B. Shop drawings, flotation and freeboard calculations are to be submitted to the County for approval.
- C. Loading requirements are as follows:
 - 1. Dead Load Only (DL): Boarding floats are to float level in the water within the following limits:
 - a. Length: 1/8 inch per foot over the length of an individual boarding float section, not to exceed one (1) inch in (10) feet.
 - b. Width: one (1) inch maximum over the width of the boarding float.
 - 2. Uniform Live Load (ULL)
 - a. 20 pounds/sq. ft. is a statewide and nationally recognized standard uniform live load for launching ramp boarding floats, in service, in the water.
 - 3. Live Point Load (LPL): 650 pounds
 - a. A live point load may be applied at any point on the boarding float deck not closer than twelve (12) inches from the edge of the float.
 - b. The live point load is an assumed load based on a 250 pound person, in a 250 pound heavy duty electric wheelchair, assisted by a second person weighing 150 pounds, for a total live point load of 650 pounds.

4. Freeboard
 - a. Dead Load Only (DL): 12 inches +/- to top of deck.
 - a. DL + ULL: 5 inches minimum to top of deck.

5. Boarding floats are to be designed to withstand wind, wave, current and impact loadings, applied to both floats and tied up boats, that may reasonably occur during the life of the structure as the result of its location and exposure.
 - a. Minimum boarding float wind loading is to be 25 pounds per linear foot of float. This is predicated on a uniform wind load of 15 pounds/sq. ft. applied to a maximum allowable freeboard exposure of 12 inches.

 - b. Wave, current and impact loadings must be determined on the basis of the particular site, the type of boats to be used at the facility, and the boating activities that are likely to occur.

1.3 Quality Assurance:

- A. The manufacturer must have an ongoing quality assurance program. At the option of the Owner, the manufacturer shall submit a copy of their operational quality assurance program and shall cast no floats until the Owner has approved this quality assurance program.

- B. The manufacturer must have an ongoing quality management system. This quality system must be regularly assessed and currently registered as meeting the current ISO 9001 Standard requirements accredited by ANAB or equal. The scope of this registration must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. No other quality management system registrations shall be substituted. No substitution will be allowed.

PART 2 PRODUCTS

2.1 Materials

- A. Decking and Framing:
 1. Decking shall be 5/4" nominal x 8" WearDeck composite decking. Deck boards shall be installed transverse to walking surface.

 2. Structural steel shall conform to ASTM A-36, and shall be hot-dipped galvanized conform to ASTM A-123 after welding. Welding shall be performed by certified welders according to AWS D 1.1

 3. Boarding float deck and deck framing shall be as manufactured by Bellingham Marine, or approved equal.

4. Galvanizing repair paint shall be high zinc dust content paint for re-galvanizing welds in steel, complying with SSPC-20.
- B. Fenderboards and bumpers.
1. Fenderboards shall be engineered composite members with Fiberglass Reinforced Plastic (FRP) Fascia, as shown on the drawings provided by Bellingham Marine. The following specs shall apply.
 - a. Fenderboards shall be in lengths of 15'+/- with a 1/2-inch board gap shall be maintained between fenderboard sections. The gap is to allow thermal expansion. Plank shall be bolted to the frame with a pair of 1/2-inch diameter HDG machine bolts spaced 4" from each end and 26" maximum center to center spacing. Hardware and materials for connecting fenderboards shall be in accordance with boarding float manufacturers recommendations.
 - b. The FRP fenderboard shall be made from modified epoxy back boned vinyl ester resin with ECR glass fibre rovings. The materials are tested and analyzed to ASTM E 1356.
 - c. The fenderboard has a non-woven polyester veil which allows a thicker resin layer on the outside surfaces. The thicker resin layer together with grey colour pigments of Titanium Dioxide and Carbon Black provide good UV resistance. The final fenderboard colour is Pantone-Cool Grey 8C.
 - d. The fenderboard is light weight, corrosion resistant, non-magnetic, non-conductive, and has excellent durability to sea water, chemical and fuel spills. Further characteristics include high strength, fatigue and creep resistant.
 - e. The material is tested to ASTM D 7205 and & ACI 440.3R-4 (Elastic Modulus), ASTM D 570-48 (Method for moisture uptake) and ASTM E 1640-04 (Glass transition temperature). The glass content is checked to AS D 3171 and the Short Beam Shear Strength to be tested to ASTM D 4475.
 - f. The physical properties conform to ASTM D7205 and ASTM D570 Method 7.1. and the glass transition temperature is measured to ASTM E16401 DMTA
- C. Fendering and Corner Bumpers: Fendering shall weigh a minimum of .9 pounds per lineal foot and made from a fungus and UV resistant PVC compound. Fendering shall be 'L' shaped and be attached with stainless steel nails on 4" centers on the top flange and six inch centers on the bottom flange. Corner bumpers shall be mounted as shown on the drawings with stainless steel screws. Corner bumpers shall mate with the fendering as much as practical. Corner bumpers shall be made from marine grade PVC.
- D. Pontoon Flotation: Pontoons shall be manufactured by Hendren or equal. Pontoon wall thickness shall be 0.150", nominal. Pontoon dimensions are shown on drawings. Pontoons shall be bolted to the steel frame with 1/2" diameter HDG machine bolts with flat washer and lock washer. All bolt locations provided by the float manufacturer shall be utilized (i.e., 4' x 8' pontoon requires 12 bolts), unless other spacing is shown on the drawings.
- E. Anchorage Components: All components associated with the float anchorage system shall be as shown on the drawings and as follows:

1. Fittings and wire rope connectors shall be of industrial marine quality.
 2. Offshore stiff-arm anchorage for installation shall be of equivalent mass to provide resistive forces as required.
 3. Bolts: Bolts at structural connections (steel to steel or steel to aluminum) shall be ASTM A-325 (high strength) with flat washers under nut and bolt head. Bolts at connection of pontoon and fenders shall be ASTM A-307 with flat washer at plastic and lock washer at nut. Tighten to engage lock washer; do not over tighten. All bolts and washers shall be HDG.
- F. Floation Design: Floation design shall be by a Registered Professional Engineer. Pontoons must cover a minimum of 60% of the dock area. Contractor's engineer shall supply floation calculations that: (1.) confirm that the floats will support 20# per square foot live load without submerging the pontoons.
- 2.2 Suppliers: Pre-manufactured boarding floats, railings, gangway, and associated components shall be supplied and manufactured by Bellingham Marine or approved equal.

PART 3 EXECUTION

3.1 Delivery

- A. Boarding Floats to be delivered by Manufacturer and stored on site in a level area free of debris.

3.2 Installation

- A. Install in accordance with the drawings and reviewed and accepted shop drawings.
- B. Use only mechanics skilled in the installation of this type of work.

3.3 Welding

- A. Clean parts to be welded to provide surfaces free of grit, grease and other contaminates.
- B. Surfaces to be welded may not be cut with oxygen.
- C. Perform welding with an inert gas-shielded arc process. Develop machine settings by making test welds using the same material alloy and geometry as the work pieces and testing and sample welds destructively.
- D. Make welds using a filler metal alloy compatible in corrosion resistance with the base metal.
- E. Welding: To be performed only by welders certified in accordance with CWB or AWS B 3.0, using certified procedures, materials and equipment appropriate to the work.

F. Conform to AWS D 1.2 or CWB equivalent.

PART4 MEASUREMENT AND PAYMENT

4.1 Payment will be included in the bid schedule for boarding floats.

END

SECTION 13150 ALUMINUM GANGWAYS AND RAILING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The work includes furnishing and installing Aluminum Gangways and Ramps, as shown on the drawings and as specified in these Specifications.

1.2 RELATED WORK

- A. Section 02487 - Floating Dock Systems

1.3 SUBMITTALS

- A. Contractor shall submit design calculations and shop drawings for Engineer's review prior to fabrication. Calculations and shop drawings shall be stamped & signed by a Civil or Structural Engineer currently registered in the State of California maintaining professional liability insurance with a minimum policy limit of \$1,000,000.

1.4 ENGINEERING

- A. Design Load & Deflection: The deck and structural components shall be designed to support the dead weight of the gangway plus a distributed live load of 50 pounds per square foot. The deflection under live load at midspan shall not exceed $L/360$.
- B. Design Safety Factors: The deck and structural components shall be designed with a minimum safety factor on working stress as specified in the Aluminum Association's "Specifications for Aluminum Structures" for bridge-type structures. For non-aluminum structural components similar safety factors shall apply.
- C. Skid Resistance: Decking shall have an aggressively non-skid aluminum surface, and shall be installed perpendicular to the length of the gangway.
- D. Abutment to Gangway Hinge Assembly:
 - 1. The hinge assembly shall allow the gangway to rotate with unobstructed movement in the vertical plane, as well as allow the gangway to rotate a minimum of 2 degrees, each side of installed position in the horizontal plane, without inducing structural stresses into the hinge assembly and/or gangway.
 - 2. Connection: The connection of the hinge assembly at the top of gangway shall not have an open gap in the walking surface of more than $\frac{1}{2}$ inch, under any tidal condition.

3. Abutment Connection: This hardware shall be of the “hanger” type, similar to existing hardware and gangways.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Each gangway system shall include gangway, hinged bearings, moving bearings, fixed bearings, suitable guardrails/handrails and slip-resistant walking surfaces. All gangway system components shall be aluminum alloy, except that hinge pins, bearings, wheels, and rollers may be of other materials as necessary; i.e, A316 stainless steel.
- B. Aluminum: Aluminum shall be alloy 6061-T6 or 6063-T6. Material shall be new and mill specification shall be made available upon request.
- C. Fasteners: Any fasteners between aluminum components shall be A316 stainless steel. Fasteners between any galvanized steel components and aluminum shall be A316 stainless steel.
- D. Steel Accessories: Any mild steel component deemed necessary due to strength requirements, such as hinge assemblies, pins, shackles, etc., shall be hot-dip galvanized with a minimum of 2 ounces per zinc per square foot of steel surface.
- E. Welding Filler Wire: All welds shall be made with a filler metal alloy which will produce a weld which is compatible in corrosion resistance with the base metal.

2.2 GEOMETRY

- A. Handrail Design: The gangway shall be equipped with handrails on both sides of the walking surface, and shall extend twelve inches beyond the walking surface in a direction parallel to the gangway. Handrails shall be 1-1/2 inch diameter nominal pipe, or as noted on the Drawings. The handrails shall be fabricated of aluminum pipe and shall provide a smooth gripping surface. The handrails shall be designed to support a distributed horizontal load of 50 pounds per linear foot of railing, applied perpendicular to the top rail, without permanent deflection (yield).
 1. Guardrail Height: Railing height (top of top tube) shall be 42 inches above the walking surface.
 2. Handrail Height: Handrail height shall be 34 inches above walking surface.
 3. With multiple horizontal rails, the guardrail shall be fabricated so that a 4 inch sphere can not pass through the rail at any point.

4. Handrail shall be 1-1/2 inch diameter nominal pipe. Pipe shall be 1.900 outside inch diameter, max, by 0.145 inch minimum thickness.
 5. Handrail shall be fabricated with end loops extending 12 inches beyond the face of gangway and/or ramp.
 6. See drawings for details.
- B. Support Member Geometry and Architecture: The structural support system of the gangways and ramps shall be of the structural truss support type and consistent with the geometry shown on the drawings. Contractor shall submit all details required to assure that the architectural features noted on the Drawings are obtained.
- C. Wheels & Axle: The wheels shall be polyolefin with a molded-on polyurethane tread and roll on delrin bearings with a 1 inch axle. The axle shall pass through doubler plates welded to the frame.

2.3 FINISHING

- A. Aluminum gangway and ramp supplier shall provide the manufacturer's standard surface finishes for the system structure.

PART 3 - EXECUTION

3.1 FABRICATION AND WORKMANSHIP

- A. Provide aluminum gangway and ramps for the Marina Docks as indicated, complete with gangway, hinged bearings, fixed bearings, suitable guardrails/handrails and slip-resistant walking surfaces.
- B. Workmanship: The quality of workmanship shall be equal to the best general practice in modern structural fabrication shops.
- C. Experience: The fabricator must be able to furnish adequate evidence of a minimum of 5 years of experience in fabricating bridge-type aluminum structures, and that all workers employed in gangway fabrication are properly experienced and skilled in the work they are called upon to perform.
- D. Preparation for Welding: Parts to be welded shall be free of dirt, grease, and other contaminants, and shall fit up properly for sound welding. Surfaces to be welded may not be cut with oxygen. Sawing, shearing or machining may be used.
- E. Welding Procedure: All welding shall be with an inert gas shielded arc process. Machine settings shall be developed by making test welds of the same material alloy and geometry as the work pieces and testing the sample welds destructively.

3.2 MEASUREMENT AND PAYMENT

- A. Aluminum Gangways and Railing: Full compensation for Aluminum Gangways and Ramps, including furnishing all labor, material, equipment, tools, and incidentals and for doing all the work of Aluminum Gangways and Railing, complete in place, as shown on the drawings and as specified in these Specifications, shall be considered as included in the contract lump sum price paid for the Marina.

END

DIAZ BOAT DOCK

SITE WORK SPECIFICATIONS

Article 6 – CONSTRUCTION OF THE PROJECT

B. 2. Be prepared and constructed in conformance with the most recent version of the *Department of Boating and Waterways' Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*.

1) Division 1 - General Conditions

- i) Temporary Facilities
 - (a) Job Site Office
 - (i) No project office required
 - (b) Temporary Power
 - (i) Contractor to provide generators
 - (c) Potable Water
 - (i) Contractor may use potable water on-site
 - (d) Dust Control
 - (i) Contractor to maintain job site in a dust free condition
 - (e) Contractor to leave job site in a broom clean condition, and all areas disturbed by grading operations to be raked prior to acceptance

2) Division 2 – Earthwork

- i) Storm Water Pollution Plan
 - (1) Contractor to submit SWPPP to County prior initiation of clearing & grubbing
- ii) Turbidity Curtain
 - (1) Contractor to submit turbidity curtain details to Inyo County Engineer prior to ordering materials
- iii) Dewatering
 - (1) Contractor to submit dewatering plan to allow abutment formwork, rebar, and concrete to be placed in the dry
- iv) Clearing & Grubbing
 - (1) Contractor to off haul all removed vegetation upon completion of grubbing operations
- v) Mass Excavation
 - (1) Spoils from mass excavation operations to be stockpiled onsite until finish grading operations are complete
- vi) Stockpiling
 - (1) Spoil stockpiles to be watered to prevent wind blown dust during wind events
- vii) Compaction
 - (1) Subgrade to be compacted to 95% relative density. Density testing services to be provided by Inyo County
- viii) Final Grade

- (1) Final grade to be within 1/10 of a foot of design elevations and to provide for positive drainage away from concrete structures

- 3)
- 4) Division 3 – Concrete
 - i) Concrete Mix Design
 - (1) Concrete mix design to be 5000 PSI, 5% +/- 1% air total air entrainment
 - ii) Rebar
 - (a) Grade -rebar to be 40 grade
 - (b) Clearances
 - (i) Bottom bars to be 3" off subgrade
 - (ii) Rebar to be 1 ½" clear of formed surfaces
 - (c) Laps & Splices
 - (i) Rebar to be lapped a minimum of 40x rebar diameter
 - (d) Breaks
 - (i) Breaks and splices to be staggered
 - iii) Formwork
 - (1) Concrete formwork to be within ¼" of design elevation, and straight from corner to corner
 - iv) Tolerance
 - v) Maximum Surface Slope
 - (1) Maximum slope in the path of travel to be a maximum slope of 5%
 - (2) Cross slope at parking area is to be a maximum of 2%
 - (3) Cross slope at path of travel to be a maximum 2%
 - vi) Consolidation
 - (1) Concrete to be consolidated using a mechanical vibrator
 - vii) Finishing
 - (a) Edging
 - (i) Edging to be with a 3/8" radius
 - (b) Surface Finish
 - (i) Surface finish to be a medium broom finish across the path of travel, where applicable
 - (c) Curing
 - (i) Concrete to be sprayed with water based curing compound after final broom finish is applied

PLANS
FOR
DIAZ LAKE ADA BOAT DOCK PROJECT

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

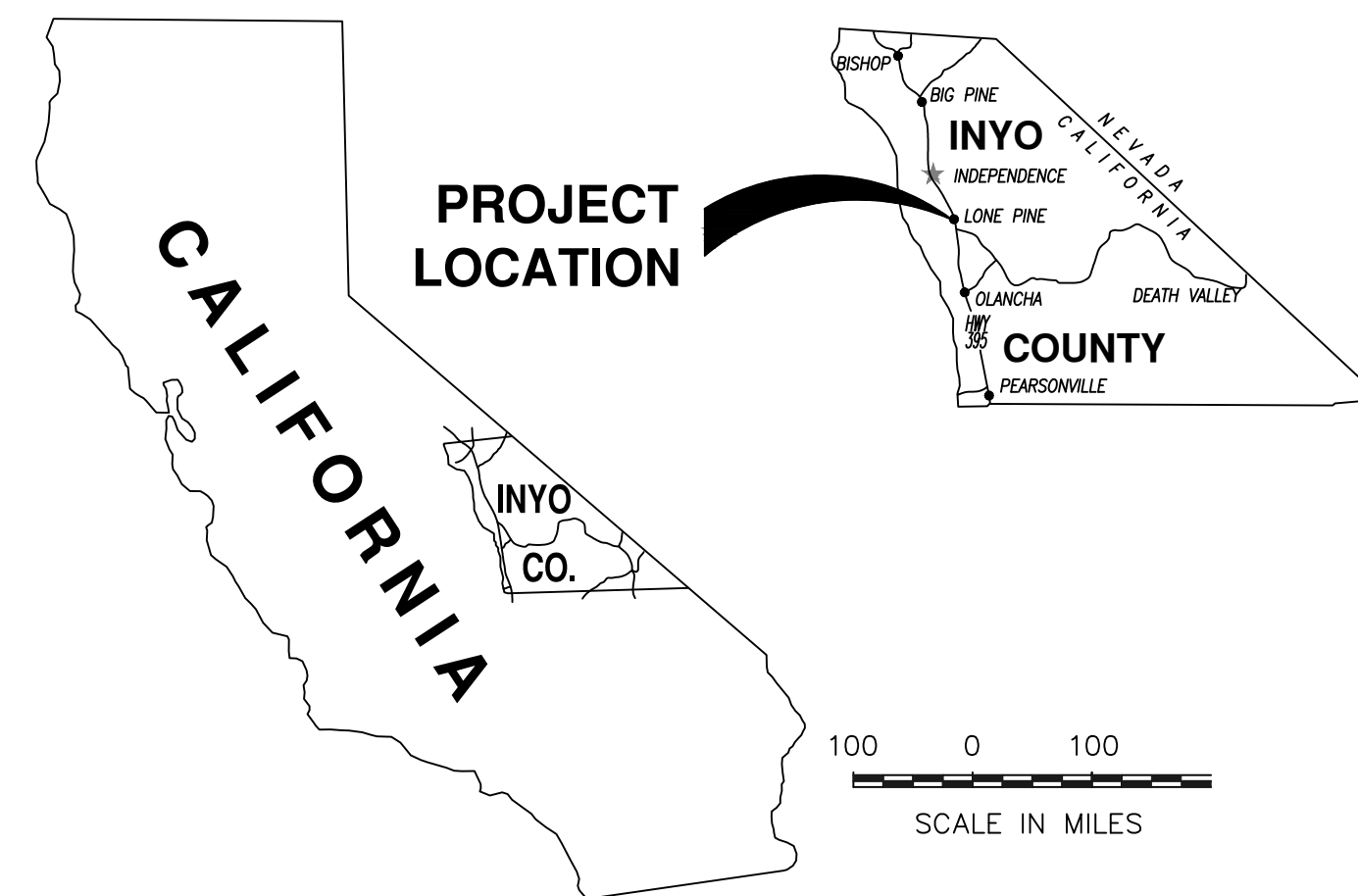
DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT

PROJECT NUMBER TR 16-039
 TO BE SUPPLEMENTED BY THE INYO COUNTY STANDARD
 PLANS & SPECIFICATIONS (INCLUDING ALL ISSUED
 AMENDMENTS) DATED 2015 AND THE
 1991 VERSION OF THE BOATING AND WATERWAYS LAYOUT,
 DESIGN AND CONSTRUCTION HANDBOOK FOR SMALL CRAFT
 BOAT LAUNCHING FACILITIES
 and the
 AMERICANS WITH DISABILITIES ACT 2010 ADA STANDARDS
 EXCERPTS FOR THE RECREATIONAL BOATING FACILITIES BY
 CALIFORNIA BOATING AND WATERWAYS PUBLISHED 2013

SHEET INDEX

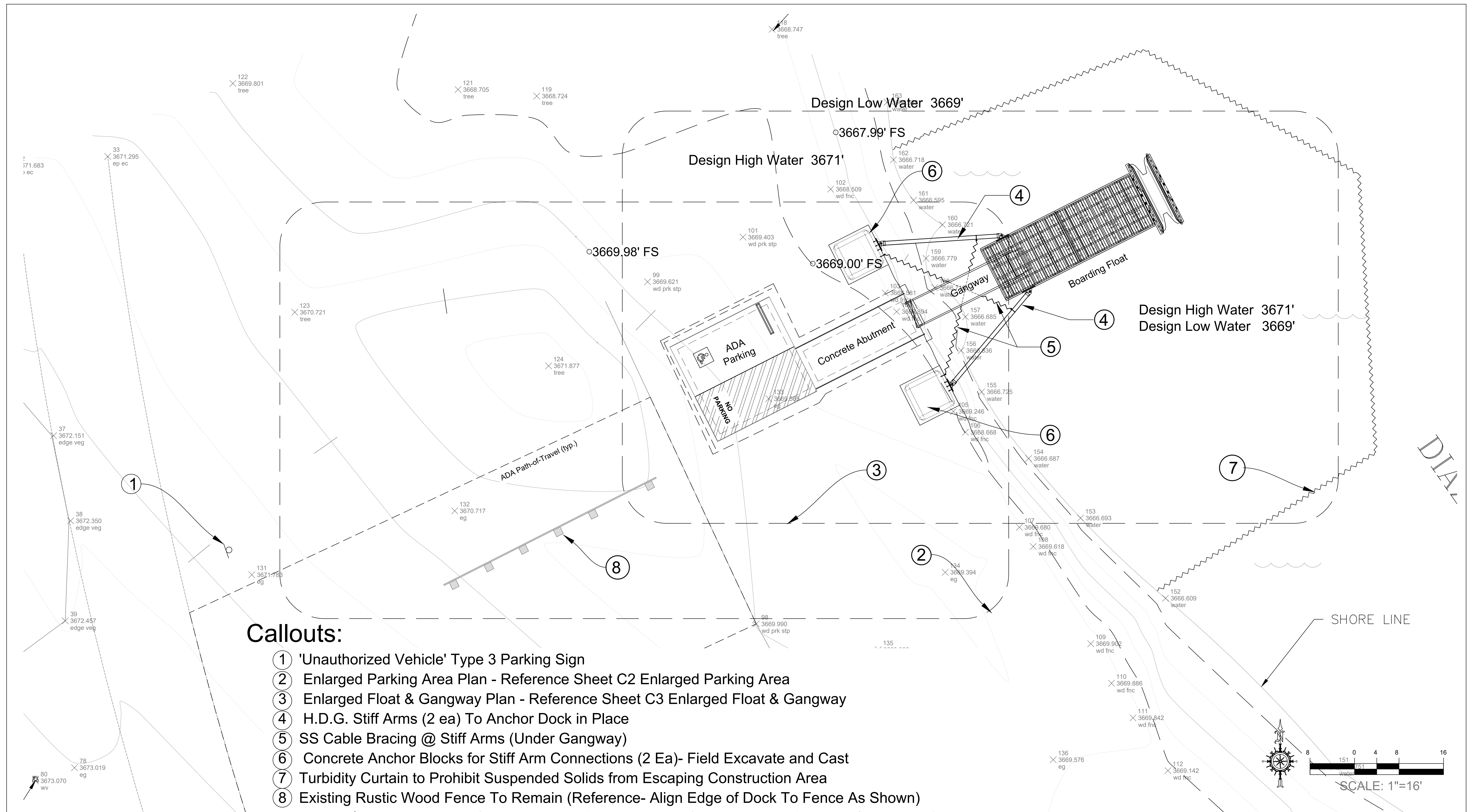
- T1 Title Sheet
- G1 General Notes
- C1 Site Plan
- C2 Enlarged Parking Area
- C3 Enlarged Float & Gangway
- C4 Gangway & Dock Profile - Design High Water
- C5 Gangway & Dock Profile - Design Low Water
- C6 Concrete Dead Man Anchor Details
- A1 ADA Parking Signs
- A2 Project Credit Sign
- S1 Structural Notes
- S2 Concrete Details

LOCATION MAP



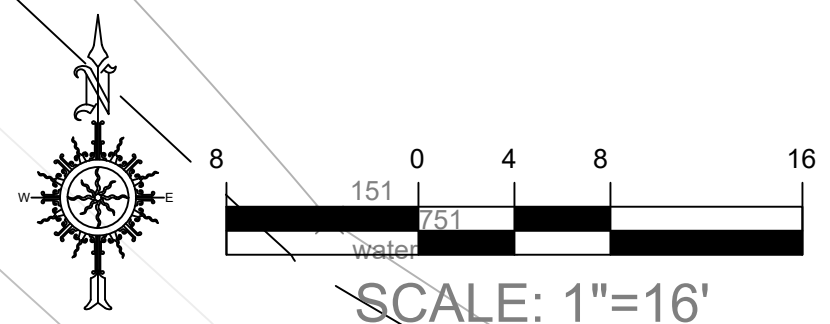
100% PLANS

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		0 1 2 3 4		Revised By:									Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Date:	Designed by: TDEAN	Drawn by: D	Date: 8-23-2022	Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
				Date:															Date: 8-23-2022	T1 TITLE SHEET	
																		Drawing Name: Diaz Dock Plans (9-1-22).dwg	SHEET <u>1</u> OF <u>12</u>		



Callouts:

- ① 'Unauthorized Vehicle' Type 3 Parking Sign
- ② Enlarged Parking Area Plan - Reference Sheet C2 Enlarged Parking Area
- ③ Enlarged Float & Gangway Plan - Reference Sheet C3 Enlarged Float & Gangway
- ④ H.D.G. Stiff Arms (2 ea) To Anchor Dock in Place
- ⑤ SS Cable Bracing @ Stiff Arms (Under Gangway)
- ⑥ Concrete Anchor Blocks for Stiff Arm Connections (2 Ea)- Field Excavate and Cast
- ⑦ Turbidity Curtain to Prohibit Suspended Solids from Escaping Construction Area
- ⑧ Existing Rustic Wood Fence To Remain (Reference- Align Edge of Dock To Fence As Shown)



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-23-2022	C1 Site Plan		
Designed by: TDEAN	Drawn by: DD	Date: 8-23-2022	Drawing Name: Diaz Dock Plans (9-1-22).dwg
Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Date:	SHEET <u>3</u> OF <u>12</u>

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Revised By:									
Date:									

Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Date:
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Designed by: TDEAN	Drawn by: DD	Date: 8-23-2022
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Drawing Name: Diaz Dock Plans (9-1-22).dwg	SHEET <u>3</u> OF <u>12</u>
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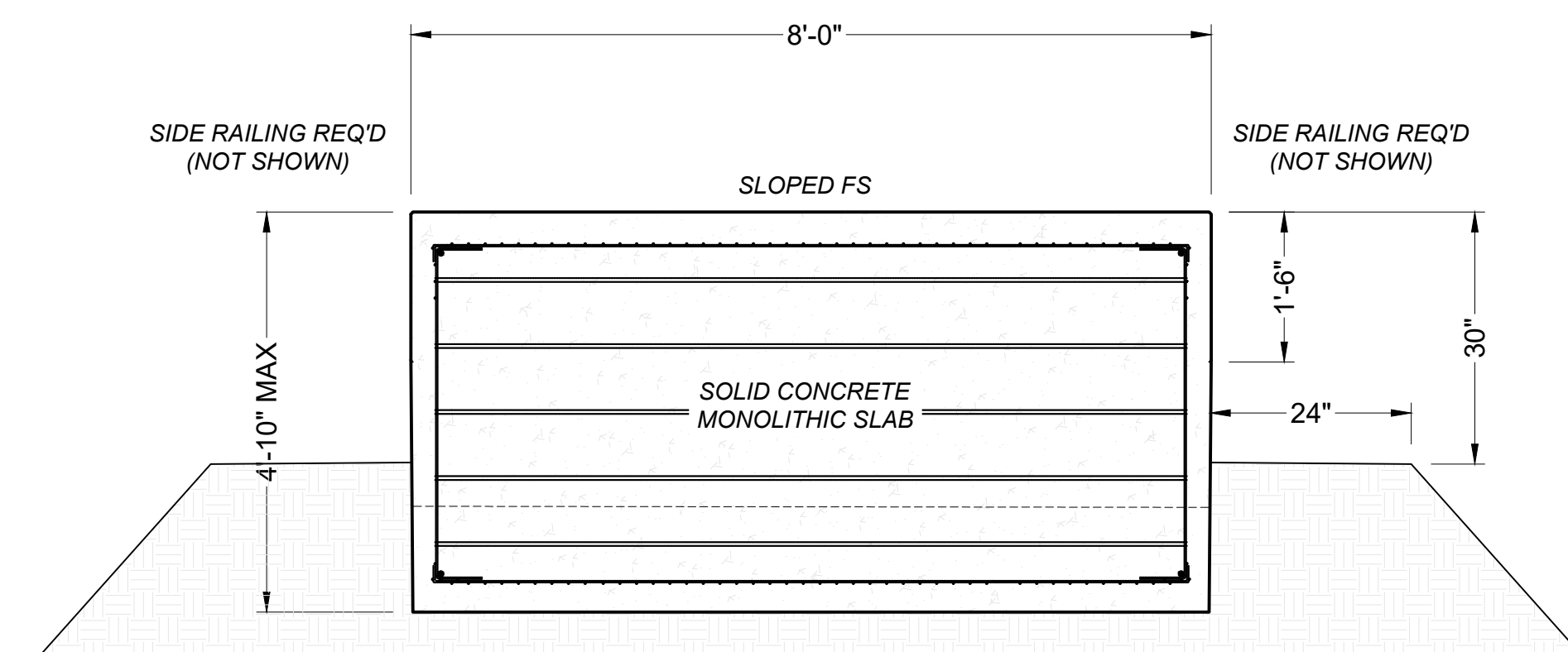
Callouts:

TOC = Top of Concrete
 FS = Finish Surface

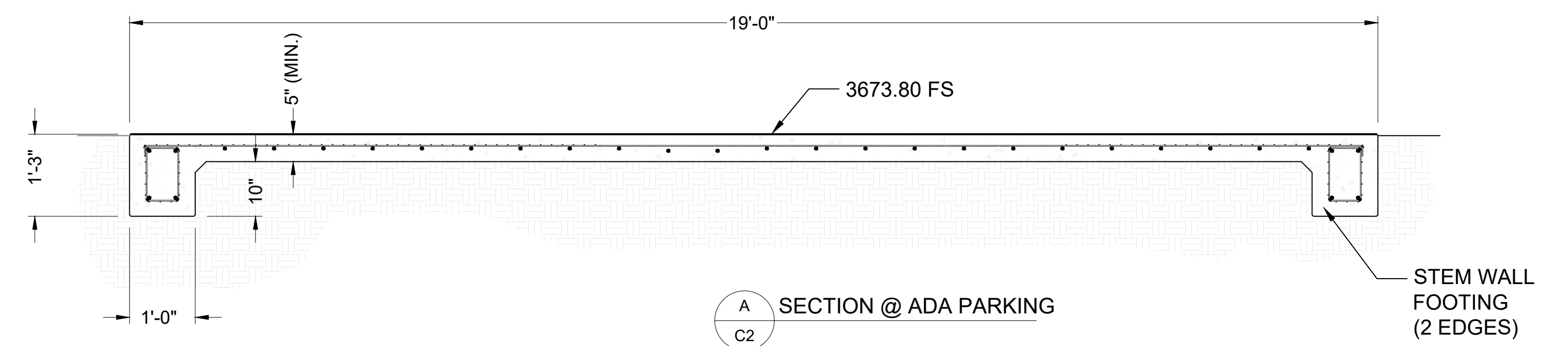
- ① Concrete Parking Area 5" Thick
- ② Concrete Footing Along Perimeter- SEE SECTION
- ③ Expansion Joint w/ Slip Dowels
- ④ Parking Bumper Stop (typ)
- ⑤ Type 1 ADA Parking Sign, Reference Sheet A1
- ⑥ Limits of Soil Disturbance
- ⑦ Side Railing at Sloped Abutment (Both Sides)

Notes:

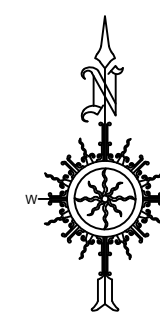
Scarify and compact subgrade to 95% relative compaction per ASTM 698 or ASTM1557 prior to placing forms, rebar, or concrete



A
C2 SECTION @ ABUTMENT



A
C2 SECTION @ ADA PARKING



FOR REDUCED PLANS
 ORIGINAL SCALE IS IN INCHES

Revised By: _____
 Date: _____

Project Engineer:
 M. ERRANTE

Checked By:
 M. ERRANTE

Designed by:
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Drawn by:
 D

Date:
 8-15-22

Drawing Name:
 Diaz Dock Plans (9-1-22).dwg

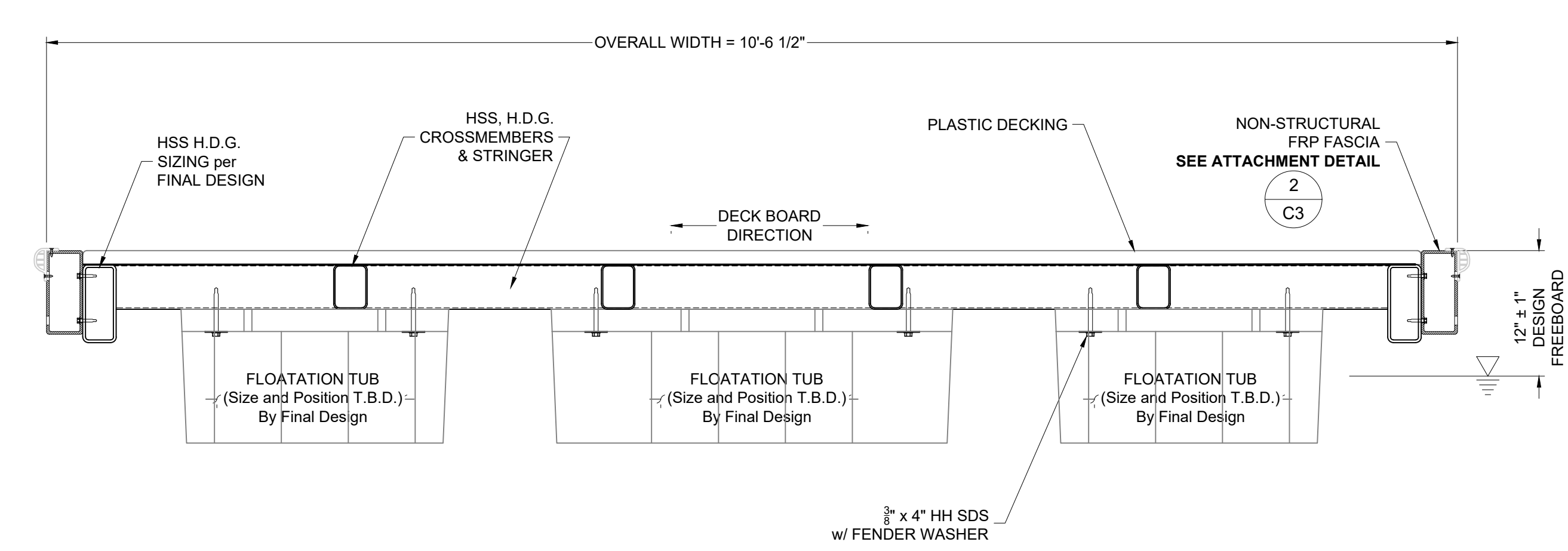
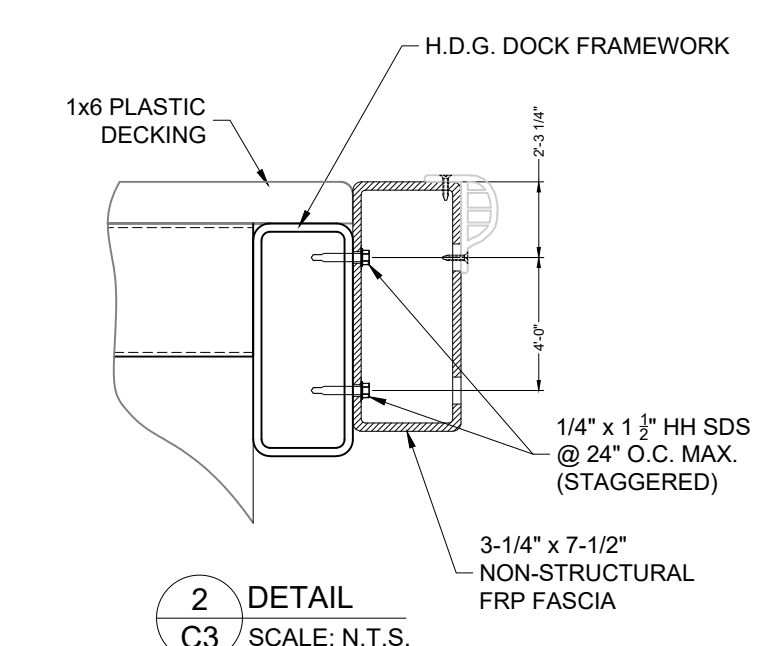
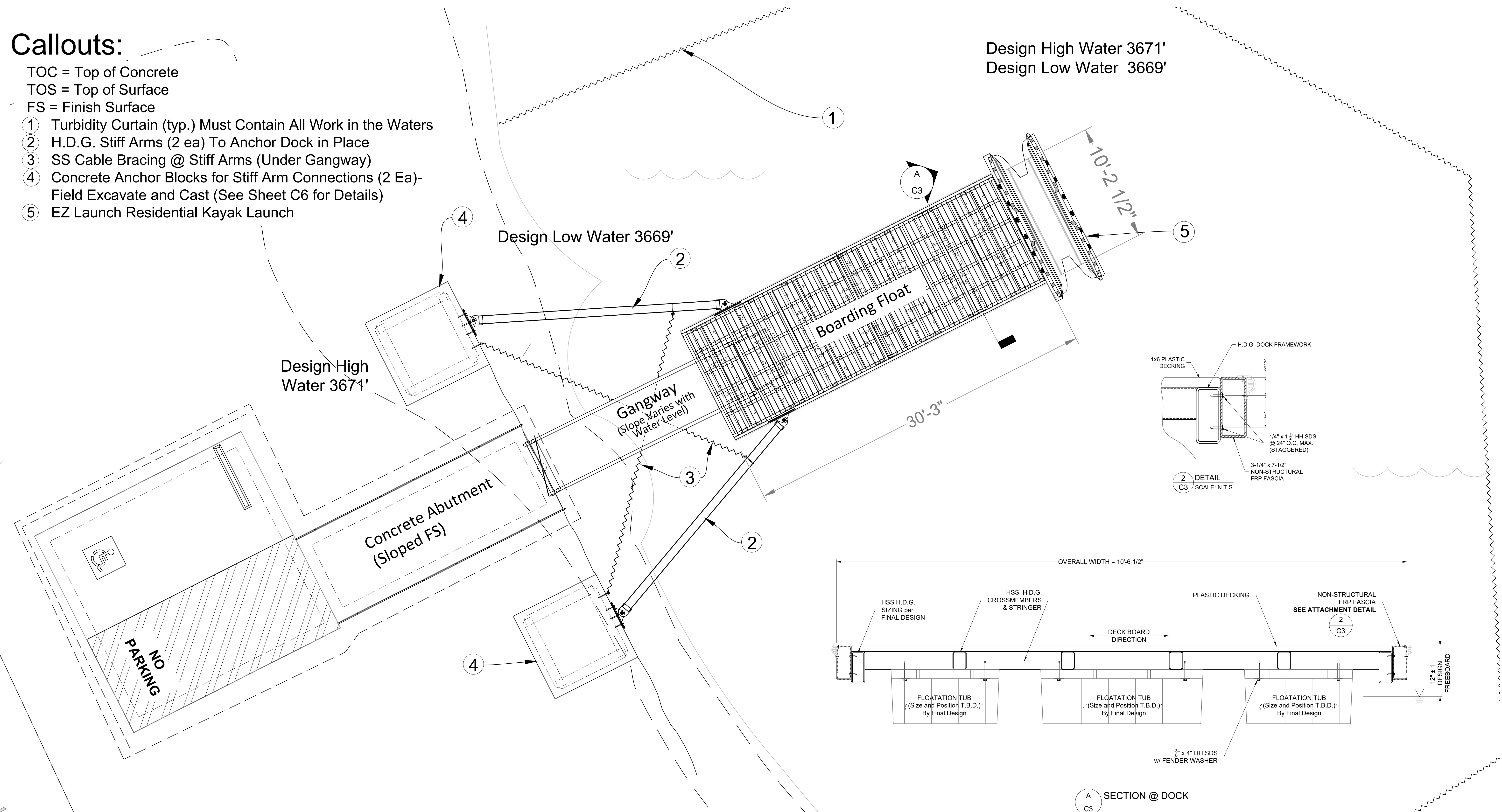
Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-15-22	C2 Enlarged Parking Area		
SHEET <u>4</u> OF <u>12</u>			

Callouts:

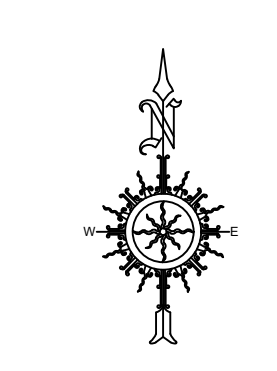
TOC = Top of Concrete
 TOS = Top of Surface
 FS = Finish Surface

- ① Turbidity Curtain (typ.) Must Contain All Work in the Waters
- ② H.D.G. Stiff Arms (2 ea) To Anchor Dock in Place
- ③ SS Cable Bracing @ Stiff Arms (Under Gangway)
- ④ Concrete Anchor Blocks for Stiff Arm Connections (2 Ea)- Field Excavate and Cast (See Sheet C6 for Details)
- ⑤ EZ Launch Residential Kayak Launch

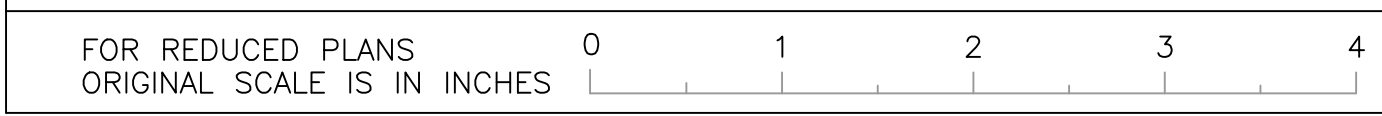
Design High Water 3671'
 Design Low Water 3669'



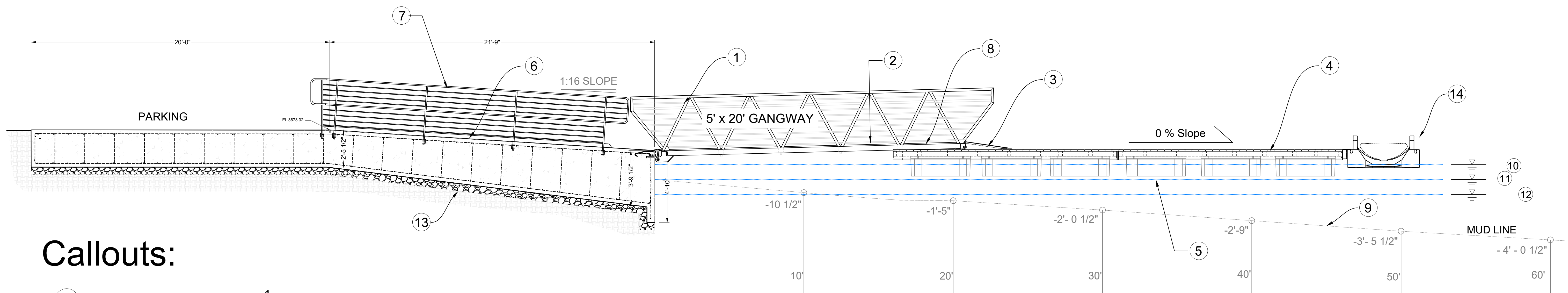
A SECTION @ DOCK
 C3



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-23-2022	C3 Enlarged Float & Gangway	Drawing Name: Diaz Dock Plans (9-1-22).dwg	
Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Designed by: INPUT	Drawn by: D



Revised By:																					
Date:																					
Project Engineer:	M. ERRANTE	Checked By:	M. ERRANTE	Date:		Designed by:	INPUT	Drawn by:	D	Date:	8-23-2022	Drawing Name:	Diaz Dock Plans (9-1-22).dwg	SHEET <u>5</u> OF <u>12</u>							

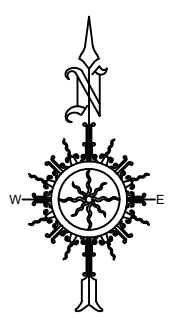


ELEVATION VIEW AT HIGH WATER

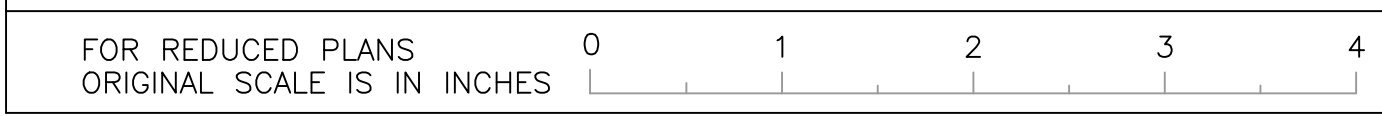
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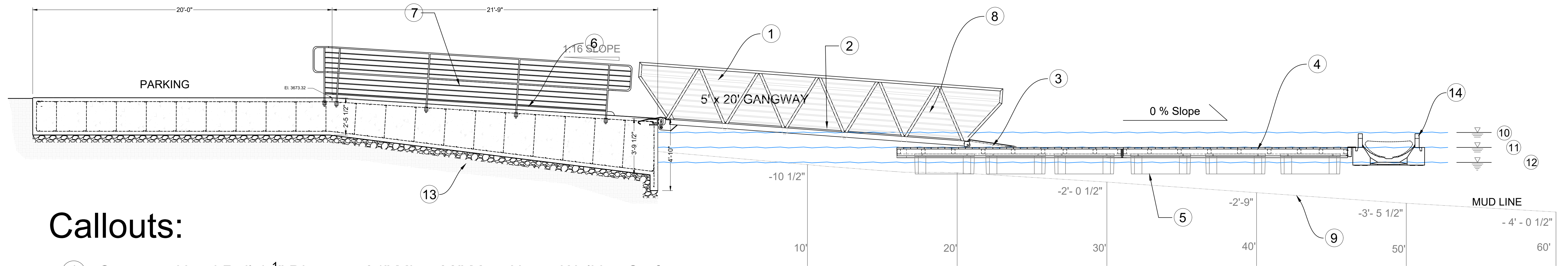
- ① Gangway Hand Rail 1 1/2" Diameter 34" Min - 38" Max Above Walking Surface
* Clear Space Inside Handrail To Be 60"
- ② Edge Protection 4" tall
- ③ Transition Plate Maximum Slope 5%
- ④ Boarding Float Deck Freeboard: 12" ± 1" (Live Load Capacity = 25 psf)
- ⑤ Flotation Modules per Dock Manufacturer
- ⑥ Concrete Abutment, 2% Cross Slope Maximum
- ⑦ Railing on Abutment/Approach to Gangway
- ⑧ Gangway slopes at 2.6% @ Design High Water Level 3671'
- ⑨ Lake Bottom
- ⑩ High Water EL. 3671'
- ⑪ Avg (MLLW) EL. 3670'
- ⑫ Low Water EL. 3669'
- ⑬ Cast Abutment 12" Into Undisturbed Soil
- ⑭ EZ LAUNCH Residential Kayak Launch

- 1) Boarding Float to have 12" (±1") of freeboard for ease of loading kayaks.
- 2) Gangway, boarding float, transition plate, guardrail/handrails, and gangway concrete embed to be designed by the fabricator/installer according to the requirements outlined in the California Department of Boating & Waterways 'Layout Design and Construction Handbook for Small Craft Launching Facilities' and the California Department of Boating & Waterways '2013 Americans With Disabilities Act 2010 ADA Standards Excerpts for Recreational Boating Facilities Handbook'. Final Submittal of Contractor/Fabricator Shop Drawings will be required for review and approval by the Inyo County Engineer and the Plan Reviewer of the California Division of Boating & Waterways prior to fabrication.



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-23-2022	C4	Gangway & Dock Profile Design High Water	
Project Engineer:	Checked By: INPUT	Date:	Designed by: INPUT
Date:	Drawn by: DD	Date: 8-23-2022	Drawing Name: Diaz Dock Plans (9-1-22).dwg
			SHEET <u>6</u> OF <u>12</u>





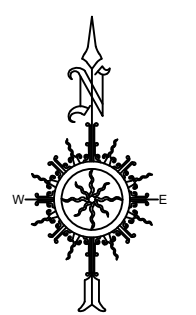
Callouts:

- ① Gangway Hand Rail 1 1/2" Diameter 34" Min - 38" Max Above Walking Surface
* Clear Space Inside Handrail To Be 60"
- ② Edge Protection 4" tall
- ③ Transition Plate Maximum Slope 5%
- ④ Boarding Float Deck Freeboard: 12" ± 1" (Live Load Capacity = 25 psf)
- ⑤ Flotation Modules per Dock Manufacturer
- ⑥ Concrete Abutment, 2% Cross Slope Maximum
- ⑦ Railing on Abutment/Approach to Gangway
- ⑧ Gangway slopes at 7.3% @ Design Low Water Level 3669'
- ⑨ Lake Bottom
- ⑩ High Water EL. 3671'
- ⑪ Avg (MLLW) EL. 3670'
- ⑫ Low Water EL. 3669'
- ⑬ Cast Abutment 12" Into Undisturbed Soil.
- ⑭ EZ LAUNCH Residential Kayak Launch

ELEVATION VIEW AT LOW WATER

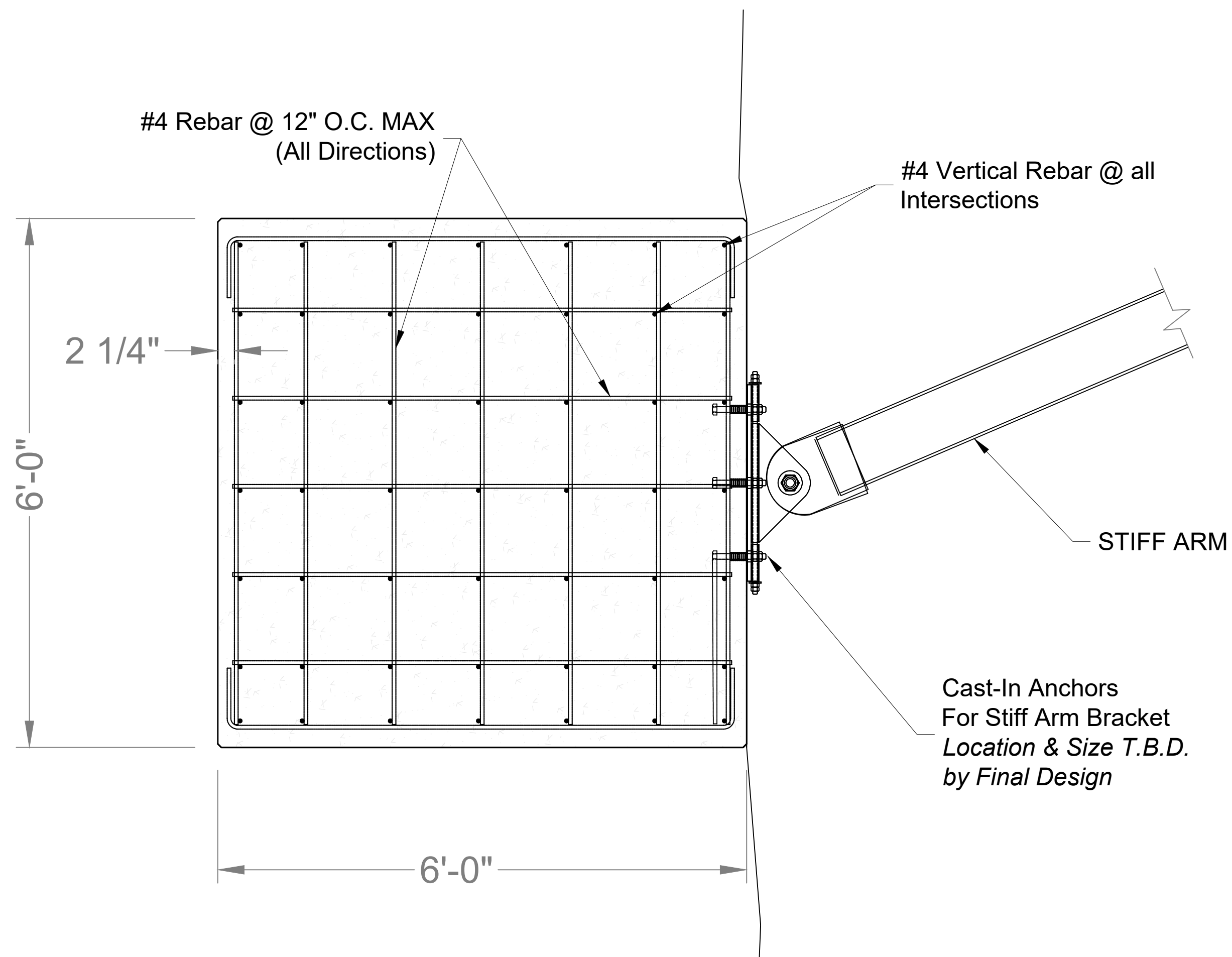
Notes:

- 1) Boarding Float to have 12" (±1") of freeboard for ease of loading kayaks.
- 2) Gangway, boarding float, transition plate, guardrail/handrails, and gangway concrete embed to be designed by the fabricator/installer according to the requirements outlined in the California Department of Boating & Waterways 'Layout Design and Construction Handbook for Small Craft Launching Facilities' and the California Department of Boating & Waterways '2013 Americans With Disabilities Act 2010 ADA Standards Excerpts for Recreational Boating Facilities Handbook'. Final Submittal of Contractor/Fabricator Shop Drawings will be required for review and approval by the Inyo County Engineer and the Plan Reviewer of the California Division of Boating & Waterways prior to fabrication.

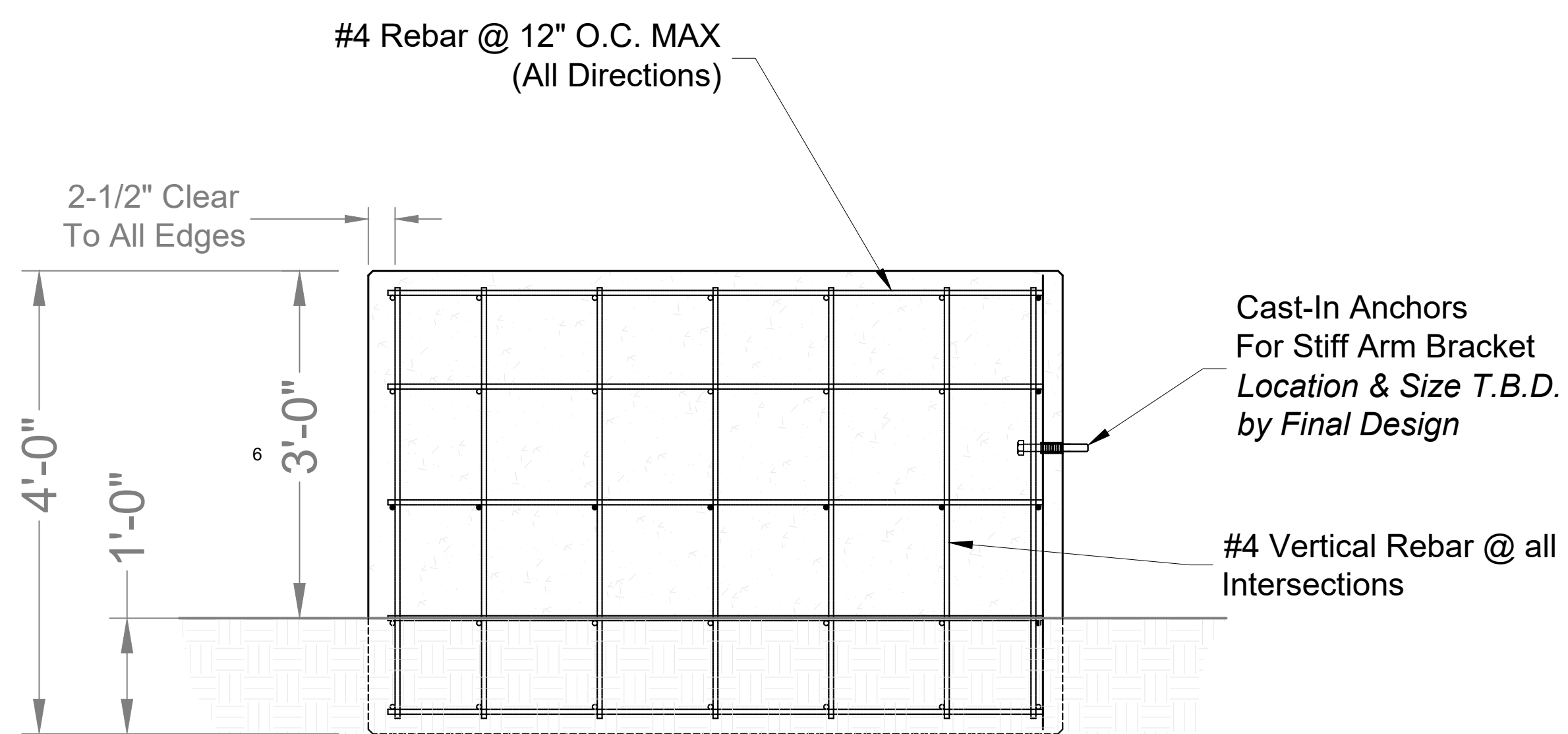


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Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201												DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT							
Date: 8-23-2022												C5 Gangway & Dock Profile Design Low Water							

Plan View



Elevation



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-23-2022	C6 Concrete Dead Man Anchor Block Details		
Designed by: INPUT	Drawn by: D	Date: 8-23-2022	Drawing Name: Diaz Dock Plans (9-1-22).dwg
Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Date:	SHEET <u>8</u> OF <u>12</u>

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

Revised By:							
Date:							

Project Engineer:
M. ERRANTE

Checked By:
M. ERRANTE

Date:

Designed by:
INPUT

Drawn by:
D

Date:
8-23-2022

Drawing Name:
Diaz Dock Plans (9-1-22).dwg

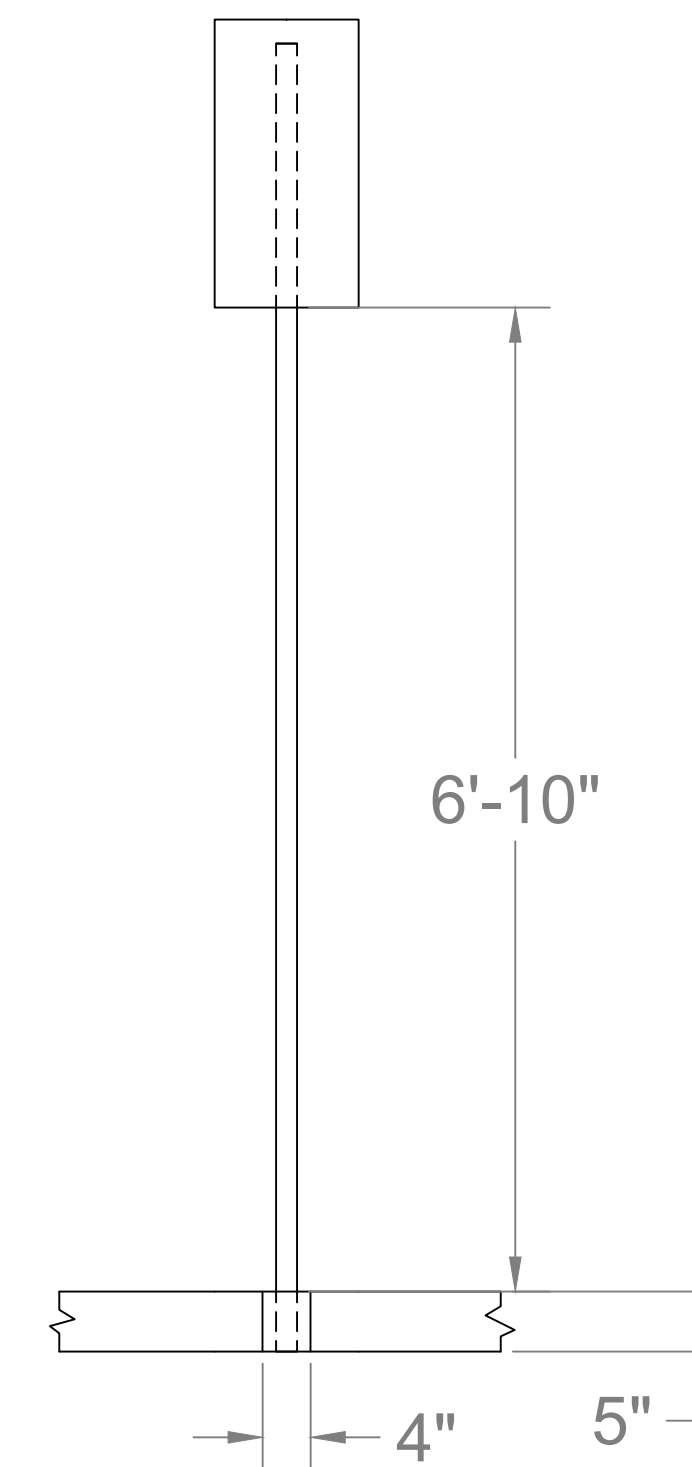
SHEET 8 OF 12



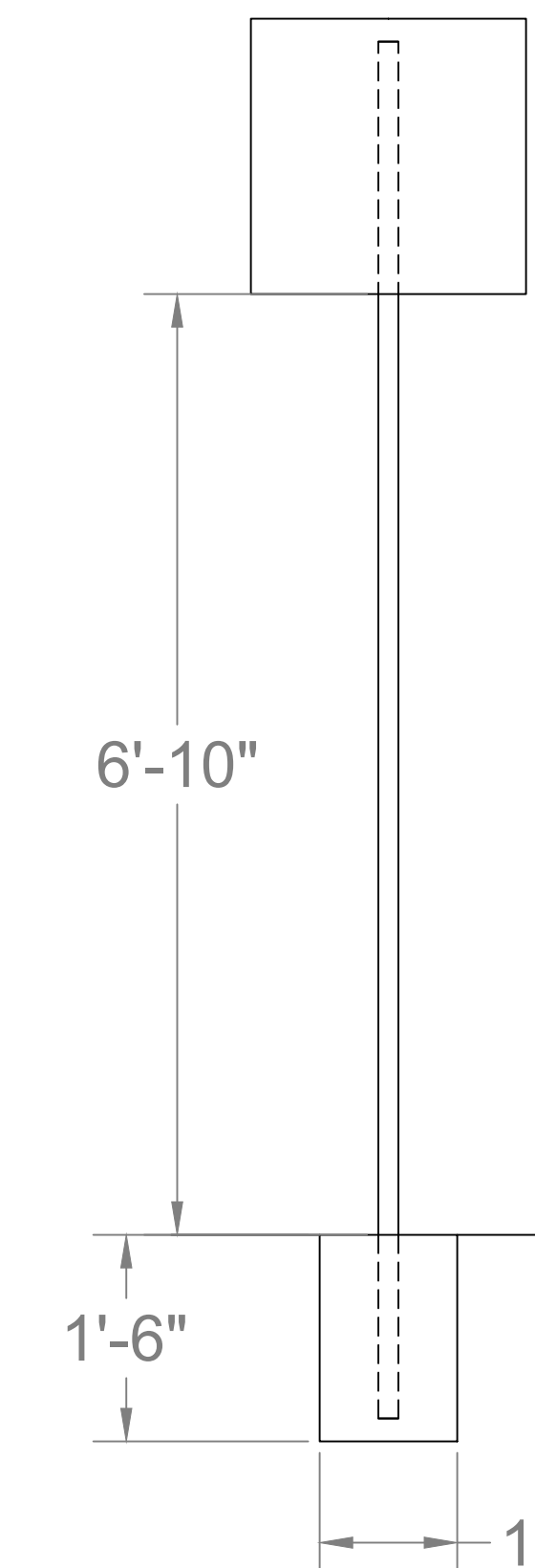
Type 1



Type 3



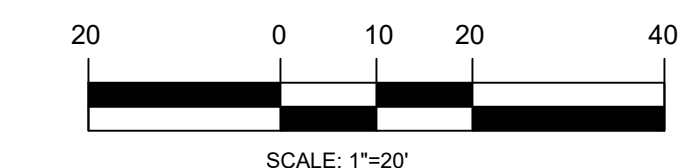
Type 1
Post w/ Grout



Type 3
Post w/ Footing

Notes:

Install with galvanized 14 gauge 1 3/4" square sign post with 7/16" diameter holes
 Bottom of signs must be no lower than 80" over pedestrian walkways
 Type 1 and Type 2 sign posts to be cored and grouted into concrete parking area
 Type 3 sign post to be cast into 12" square concrete footing 18" deep



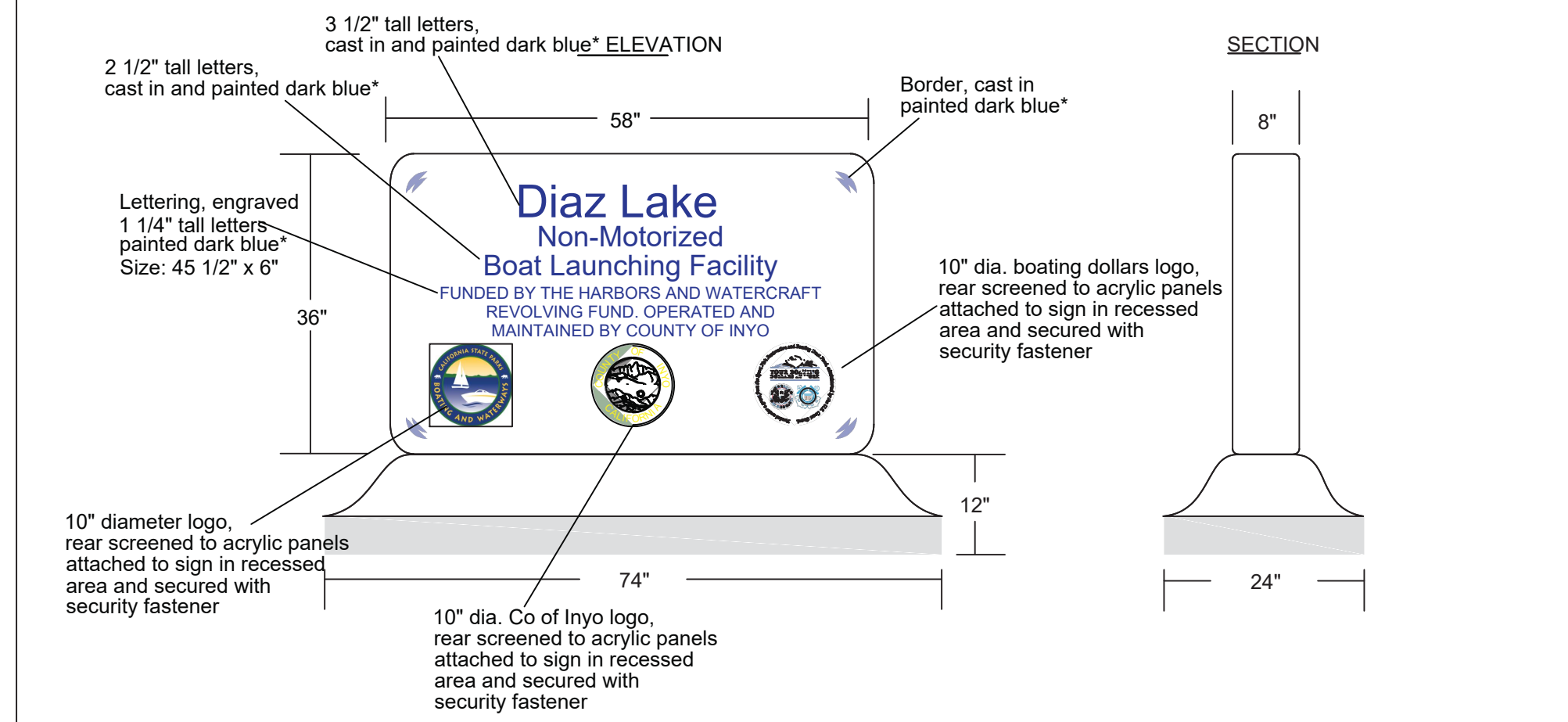
Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-3-2022	A1 ADA Parking Signs		
Project Engineer: M. ERRANTE	Checked By: M. ERRANTE	Date:	Drawing Name: Diaz Dock Plans (9-1-22).dwg
Designed by: TDEAN	Drawn by: INPUT	Date: 8-3-2022	SHEET <u>8</u> OF <u>12</u>

FOR REDUCED PLANS
 ORIGINAL SCALE IS IN INCHES

MODEL #712 S - CONCRETE SIGN, 36"x58", RECTANGLE WITH #703C BASE
 DIAZ LAKE BOAT LAUNCHING FACILITY - CO. OF INYO
 OUTDOOR CREATIONS, INC. CUSTOMER APPROVAL x
 SCALE: 1" = 18"
 DRAWN BY: MNC 11/1/19 REV.1

MODEL #712 S - CONCRETE SIGN ACRYLIC LOGO, CO. OF INYO - 10" DIA.
 OUTDOOR CREATIONS, INC.
 DRAWN BY: MNC

MODEL #712 S - CONCRETE SIGN ACRYLIC LOGO, BOATING DOLLARS - 10" DIA.
 OUTDOOR CREATIONS, INC.
 DRAWN BY: MNC



NOTES:
 1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
 2. Final product shall be reinforced with #4 and #5 rebar grid.
 3. Product is cast in 1-piece with no assembly required.
 4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
 5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
 6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
 7. There is a level of care and maintenance associated with your product and is the responsibility of the customer. The right sealer can help minimize those costs.

*Paint colors:
 Dark Blue: PPG 1167-7 Blue Jewel

WEIGHT: 1400 LBS
 TEXTURE: Smooth
 COLOR: Davis Pewter
 SEALER: Standard Acrylic



10" dia. Co of Inyo logo, rear screened to acrylic panels attached to sign in recessed area and secured with security fastener

PLEASE NOTE:
 It is VERY IMPORTANT to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.
 I have read the above statement and approve the artwork:

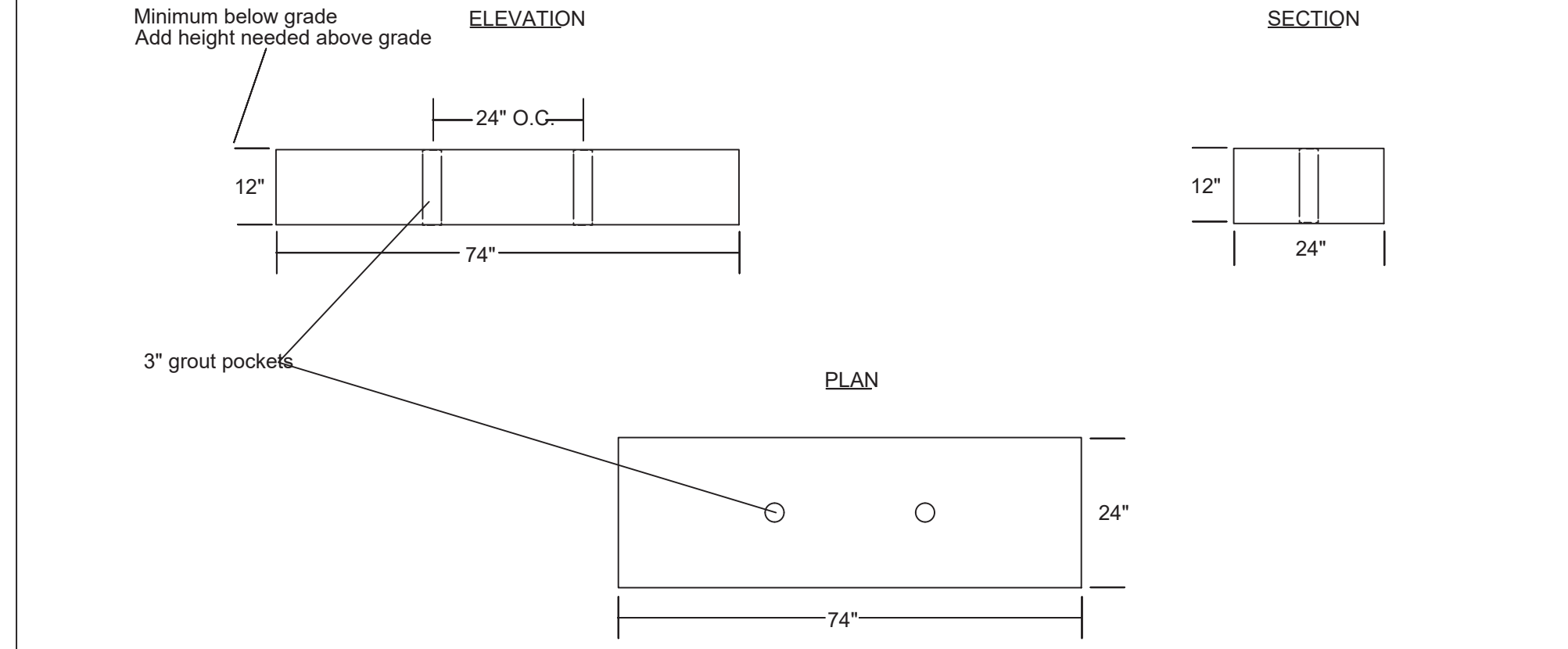


10" dia. boating dollars logo, rear screened to acrylic panels attached to sign in recessed area and secured with security fastener

PLEASE NOTE:
 It is VERY IMPORTANT to carefully read over your artwork, this includes, but is not limited to, the spelling of names, dates, places, logos, etc. Outdoor Creations Inc. is not liable for replacement of product, if artwork has been approved. Replacement of product that was approved with incorrect spellings, dates, logos, etc will be the responsibility of the customer. Thank you for your understanding.
 I have read the above statement and approve the artwork:

MODEL# 712 wBASE - FOOTING
 OUTDOOR CREATIONS, INC.
 SCALE: 1" = 24"
 DATE: DRAWN BY: MNC

SIGN INSTALLATION INSTRUCTIONS AND CUSTOMER APPROVAL



1. Cast (2) mounting thru holes (grout pockets) minimum diameter 3", in footing as shown.
 2. Insert pipe (supplied with sign) into holes in bottom of sign.
 3. Fill grout pockets with liquid grout cement and lower sign onto footing, using epoxy between sign and footing for final anchoring.

This footing is the minimum below grade requirement as recommended by Outdoor Creations, Inc. Any additional requirement such as additional height, inset mounting pocket, changes to mounting method for local code requirements, etc. to be the responsibility of the customer.

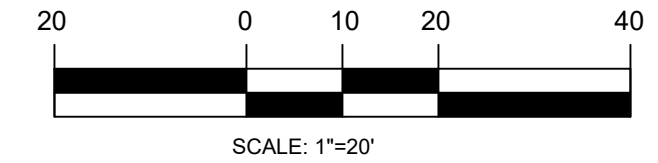
INSTRUCTIONS FOR SIGNS WITHOUT BASE (PIPE MOUNT)

- 1) Pour a concrete footing per detail. (SEE PAGE 3) Make sure it is flat and level.
- 2) Set pipes (shipped with sign), into footing grout pockets. Do not use mortar yet as a "dry run" installation recommended.
- 3) Place sign base on top of pipes and apply mortar/epoxy to back of sign to secure to pipes.
- 4) Remove sign and pipes. Mix mortar and fill grout pockets 3/4 full with mortar.
- 5) Reinstall pipes and place sign on pipes. Prior to contact with footing apply a thick bead of construction epoxy that runs in the center of the footing (use pipes as guideline) the length of the sign itself.
- 6) Make any fine tuning adjustments to the sign as needed by use of shims while epoxy/mortar is setting.
- 7) Use rags/towels to clean up any epoxy that may squeeze out from under the sign as sign settles on footing.

INSTRUCTIONS FOR SIGNS WITH BASE (PIPE MOUNT)

- 1) Pour a concrete footing per detail. (SEE PAGE 3) Make sure it is flat and level.
- 2) Set pipes (shipped with sign), into footing grout pockets. Do not use mortar yet as a "dry run" installation recommended.
- 3) Set base, if supplied with sign, over pipes and square up to footing.
- 4) Place sign base on top of pipes and apply mortar/epoxy to back of sign to secure to pipes.
- 5) Remove sign and base (if supplied) and pipes. Mix mortar and fill grout pockets 3/4 full with mortar.
- 6) Apply construction epoxy between footing and base.
- 7) Reinstall pipes and set base over pipes and square up to footing.
- 8) Place sign on pipes and prior to contact with base apply a thick bead of construction epoxy that runs in the center of the base (use pipes as guideline) the length of the sign itself.
- 9) Make any fine tuning adjustments to the sign as needed by use of shims while epoxy/mortar is setting.
- 10) Use rags/towels to clean up any epoxy that may squeeze out from under the sign as sign settles on base.

*The concrete footing is the minimum below grade requirement as recommended by Outdoor Creations, Inc. Any additional requirement such as additional height, inset mounting pocket, changes to mounting method for local code requirements, etc. to be the responsibility of the customer. Outdoor Creations Inc. does NOT supply footings with signs and is not liable for footings done by others. By signing below, I (the customer), am responsible for footings done on site. I am also aware that all signs are required to have a footing.
 CUSTOMER APPROVAL x



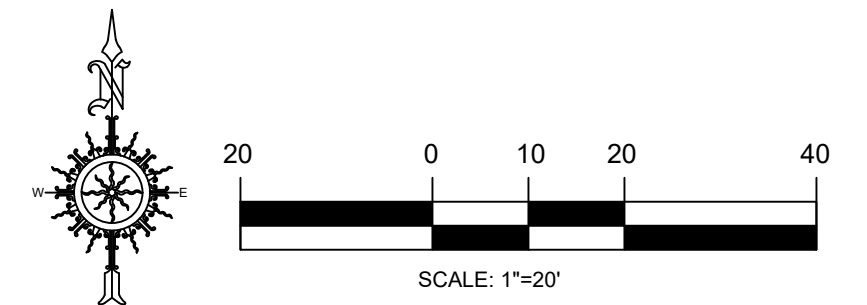
Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-3-2022	A2 Project Credit Sign		

Civil Notes:

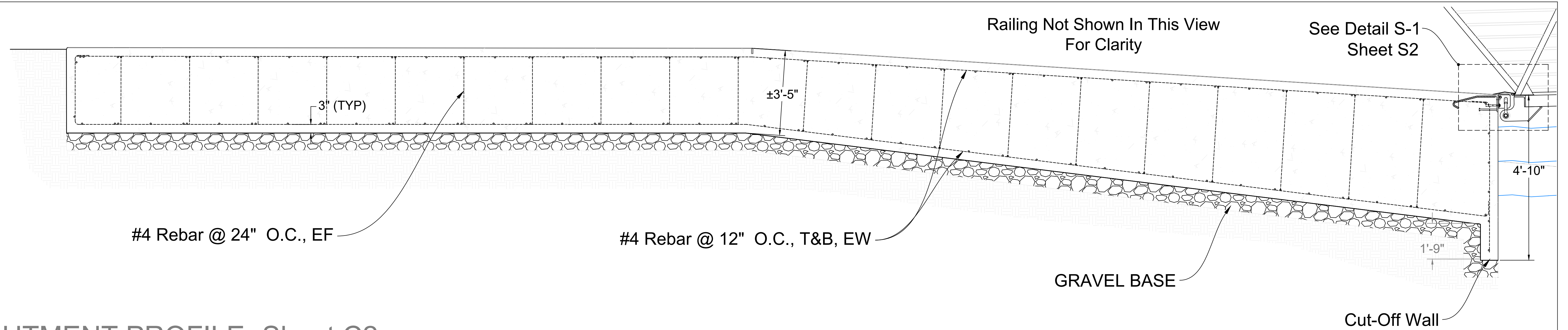
- 1) Contractor to contact USA (Underground Service Alert) at least 48 hours prior to excavation on site.
- 2) Contractor to install BMPs (Best Management Practices) to prevent contamination of surface waters during a storm water event.
- 3) Contractor to install a turbidity curtain prior to performing any work that could cause suspended particles to flow into Diaz Lake. Submit preferred product to Inyo County Engineer in sufficient time to allow review and approval.
- 4) Contractor to provide dewatering submittal prior to start of work.
- 5) Contractor to obtain dewatering permit prior to starting work.

Structural Notes:

- 1) All subgrade to be scarified and recompactd to 95% relative density prior to placing rebar and concrete.
- 2) Concrete mix design to be 5 KSI @ 28 days, 4 inch slump, maximum .50 water/cement ratio by weight, 5% +/- 1% total air entrainment.
- 3) Structural concrete to be consolidated with a concrete vibrator
- 4) Rebar to be Grade 40 minimum.
- 5) Breaks in longitudinal rebar to be staggered 10' +/-.
- 6) Laps in rebar to be a minimum of 24".
- 7) Embeds to be set and secured into place prior to concrete placement.
- 8) Concrete finish on all walkways to be medium broom finish perpendicular to the path-of-travel.
- 9) Slope at Parking Area to be a maximum 2% in any direction.
- 10) Cross slope at all walkways and paths of travel to be 2%" maximum.
- 11) Maximum slope of walkways to be 5% in the direction of travel.
- 12) Dock designer/contractor to provide a drop link and shackle type connector for gangway at abutment. Barrel hinge type gangway connection is unacceptable for this application.



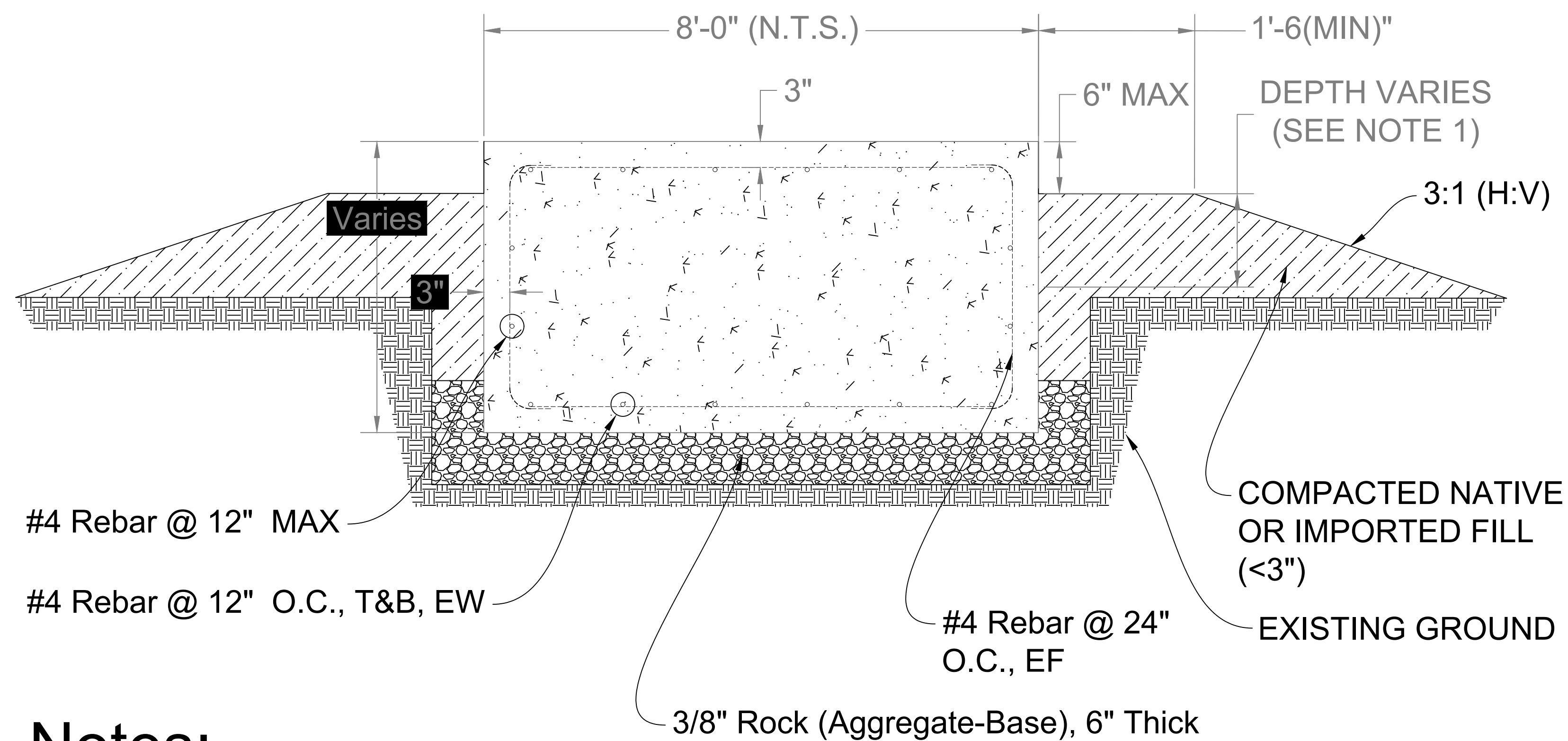
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		0 1 2 3 4		Revised By:							Project Engineer: input	Checked By: . M. ERRANTE	Date:	Designed by:	Drawn by: DD	Date: 8-23-2022	Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	Date: 8-23-2022	S1 Structural Notes	Drawing Name: Diaz Dock Plans (9-1-22).dwg	SHEET 11 OF 12
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ABUTMENT PROFILE- Sheet C2

Section A-A Sheet C2

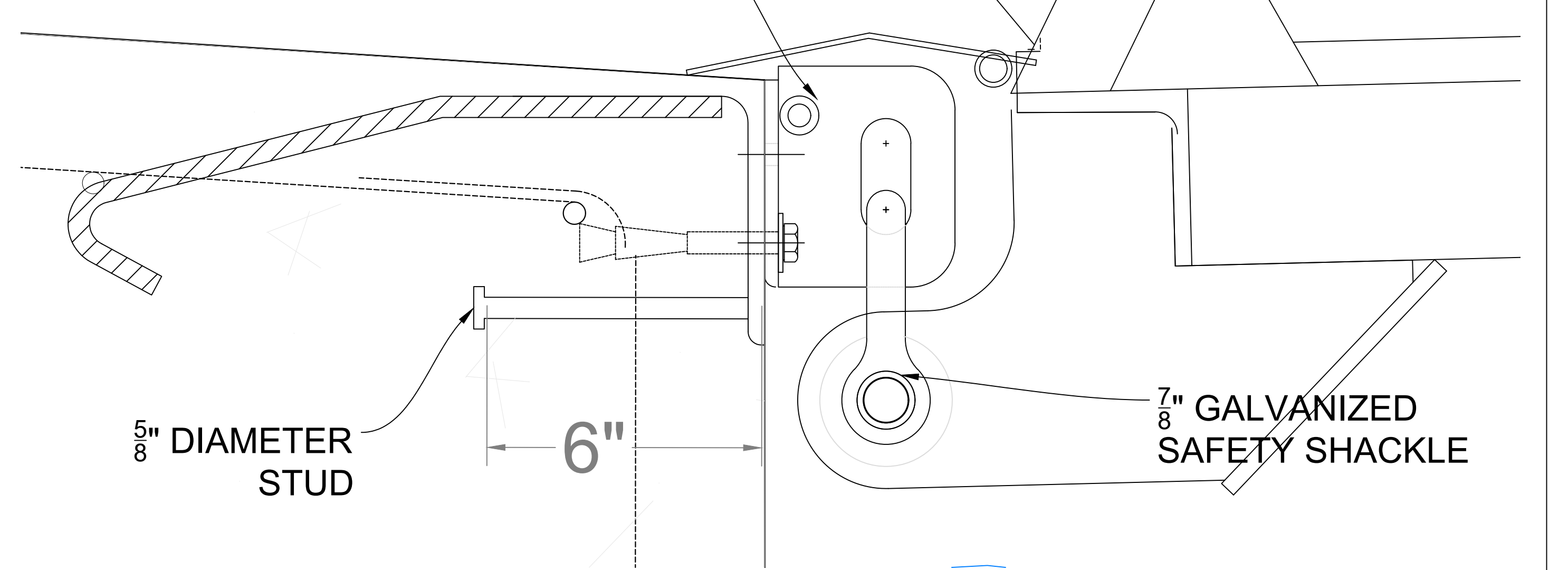
Detail S-1
Abutment Connection to Gangway



Hot Dip Galvanize Steel
Components After Fabrication.

Barrel Hinge Type Gangway
Connection is Unacceptable

DROP LINK CONNECTION
PER GANGWAY DESIGNER



Notes:

- 1) Embed for gangway attachment to be hot dipped galvanized steel.

Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		DIAZ LAKE NON-MOTORIZED BOAT DOCK PROJECT	
Date: 8-23-2022	S2 Concrete Details		
Project Engineer: input	Checked By: input	Date: 8-23-2022	Designed by: input
Drawn by: DD	Drawing Name: Diaz Dock Plans (9-1-22).dwg		
SHEET 12 OF 12			

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

Revised By: _____
Date: _____

Project Engineer:
input

Checked By:
input

Date:
8-23-2022



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Greg Waters

SUBJECT: Knight Manor and Grandview Contract Award

RECOMMENDED ACTION:

Request Board: A) approve the contract between the County of Inyo and American Asphalt South, Inc. of Riverside, CA for the provision of microfiber slurry seal asphalt coatings in an amount not to exceed \$457,167.30 for the period of September 6, 2022 through December 31, 2022, contingent upon the Board's approval of the FY 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) 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 roads in Knight Manor and Grandview Subdivisions, as well as the parking lot at the Inyo County Office of Education require the application of a slurry seal coating.

Inyo County received six bids for the Knight Manor and Grandview Slurry Seal Project on August 17, 2022, as listed below:

- | | |
|--|--|
| 1. American Asphalt South, Inc
Office of Education Parking Lot (Low Bidder) | \$444,662.30 for Knight Manor and Grandview + Alt Add \$12,505 for |
| 2. Sierra Nevada Construction
office of Education Parking Lot | \$491,807.00 for Knight Manor and Grandview + Alt Add \$2,200 for |
| 3. VSS International, Inc
office of Education Parking Lot | \$555,973.00 for Knight Manor and Grandview + Alt Add \$86,000 for |
| 4. Doolittle Construction LLC
Office of Education Parking Lot | \$559,927.00 for Knight Manor and Grandview + Alt Add \$19,101 for |
| 5. Pavement Coatings
office of Education Parking Lot | \$601,591.00 for Knight Manor and Grandview + Alt Add \$27,155 for |
| 6. Roy Allan Slurry Seal.
Office of Education Parking Lot | \$613,368.84 for Knight Manor and Grandview + Alt Add \$9,005 for |

Inyo County will realize an "Economy of Scale" savings of \$30,704.80 by contracting for roadway coatings for both Knight Manor and Grandview Subdivision under one contract, with the requirement that both projects are consecutively performed under one mobilization. The cost of slurry coating the parking lot at the Inyo County

Office of Education facility in Independence was also reduced by an indeterminate amount if performed under the same mobilization.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board previously approved these projects under the RMRA Project Resolution #2022-14 on April 26, 2022:
Project #19 included Grandview Subdivision Slurry Seal
Project #22 included Knight Manor Subdivision Slurry Seal

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award the contract, and the roadways within the Knight Manor and Grandview Subdivisions, as well as the Inyo County Office of Education parking lot would continue to degrade, resulting in much higher rehabilitation costs at a future time.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funds for the Knight Manor and Grandview Slurry Seal Project will be paid out of the Road budget number 034600 and object code 5700 Construction in Progress. \$200,000 of the contract will be reimbursed with CRRSAA funds and \$244,662.30 will be utilizing RMRA gas tax funding which is currently in our Road Fund Balance. The Inyo County Office of Education Parking Lot in Independence will be paid out of Deferred Maintenance budget 011501 and object code 5640 Structures and Improvements in the amount of \$12,505.00. Current budget for the Office of Education parking lot is \$5,000, however, we will have savings on other projects so the budget team approved moving forward with this project.

Funding for the Road budget portion of this project is being added to the CAO recommended budget.

ATTACHMENTS:

1. American Asphalt Bid Package (Apparent Low Bidder)
2. Bid Tab Sheet
3. Knight Manor Slurry Seal Road List
4. Grandview Slurry Seal Road List
5. American Asphalt Construction Contract
6. SB 1 Road Projects

APPROVALS:

Greg Waters	Created/Initiated - 8/19/2022
Darcy Ellis	Approved - 8/19/2022
Greg Waters	Approved - 8/19/2022
Michael Errante	Approved - 8/19/2022
Breanne Nelums	Approved - 8/24/2022
John Vallejo	Approved - 8/24/2022
Amy Shepherd	Final Approval - 8/24/2022

BID PROPOSAL FORMS FOR

KNIGHT MANOR SLURRY SEAL PROJECT
Big Pine, CA Area

GRANDVIEW SLURRY SEAL PROJECT
Bishop, CA Area

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

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
(Hereinafter "County")

FROM: American Asphalt South, Inc.
19992 El Rivino Road
Riverside, CA 92509
(Hereinafter "Bidder")

FOR: **KNIGHT MANOR SLURRY SEAL PROJECT and GRANDVIEW SLURRY SEAL PROJECT**

(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE. Bids must be received no later than 3:30 P.M. on August 17th, 2022 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, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a voluntary pre-bid job walk on Tuesday, August 2nd, 2022 starting at 10 AM in Independence, CA at the Inyo County Office of Education, 555 S Clay Street. The next stop is at Knight Manor in Big Pine, and continuing on to Grandview Subdivision (behind Manor Market in Bishop). There is one road isolated road, Carol Lane, a short distance from the Grandview Tract. Please contact Greg Waters, Inyo County Public Works, at gwaters@inyocounty.us or call (760) 709-2232.

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:

This bid was received on August 17,
 20 22 @ 1:51pm.
 Attest: Leslie Chapman,
 Administrative Officer and Clerk of the
 Board, Inyo County, California
 By [Signature] Assistant



KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL PROJECT
PROJECT NO. TR-16-008

Knight Manor Slurry Seal Project (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	35,000.00	35,000.00
2	Type II Fiberized Micro Surfacing	547	TONS	\$ 322.00	\$176,134.00
3	Tack Coat (As Required by County RE)	1	SY	5.00	5.00
TOTAL BASE BID AMOUNT:					\$211,139.00

BID TOTAL (IN NUMBERS): \$ 211,139.00

BID TOTAL (IN WORDS): TWO Hundred eleven thousand one hundred thirty nine Dollars and 25/100 Cents

Grandview Slurry Seal Project (Stand Alone)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	35,000.00	35,000.00
2	Type II Fiberized Micro Surfacing	727	TONS	315.30	229,223.10
3	Tack Coat (As Required by County RE)	1	SY	5.00	5.00
TOTAL BASE BID AMOUNT:					\$264,228.10

BID TOTAL (IN NUMBERS): \$ 264,228.10

BID TOTAL (IN WORDS): TWO hundred Sixty four thousand two hundred twenty-eight dollars AND Ten Cents

Knight Manor and Grandview Slurry Seal Project (Combined)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	41,500.00	41,500.00
2	Type II Fiberized Micro Surfacing	1274	TONS	316.45	403,157.30
3	Tack Coat (As Required by County RE)	1	SY	5.00	5.00
TOTAL BASE BID AMOUNT:					\$444,662.30

BID TOTAL (IN NUMBERS): \$ 444,662.30

BID TOTAL (IN WORDS): Four hundred Forty Four thousand Six hundred-Sixty two Dollars AND thirty Cents

ADD ALTERNATE - Inyo County Office of Education, 555 S Clay Street, Independence, CA

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (from Big Pine to Independence)	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
2	Type II Fiberized Micro Surfacing (1009 SY)	10	TONS	750. ⁰⁰	7,500. ⁰⁰
3	Tack Coat (As Required by County RE)	1	SY	5. ⁰⁰	5. ⁰⁰
TOTAL BASE BID AMOUNT:					\$ 12,505.⁰⁰

BID TOTAL (IN NUMBERS): \$ 12,505.⁰⁰

BID TOTAL (IN WORDS): Twelve thousand Five hundred Five dollars zero cents

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.

Contractor will be responsible for traffic control, pre and post application sweeping, signage, protection of surfaces, and clean up.

Inyo County Public Works will repaint striping and pavement markings with their own forces.

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 May 2020, 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.

1 - July 21st, 2022,

2 - August 12, 2022

(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 BID MAY BE REJECTED.

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

Bidder's Name: American Asphalt South, Inc.

Address: 19792 El Rivino Road

Riverside, CA 92509 Zip Code 92509

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

Telephone: (~~909~~) 447-8276

Federal Identification No.: 94-3324781

Contractor's License No.: 784969 State: CA

Classification: A Expiration Date: 09/30/2024

ADDENDUM NO. 1

TO THE SPECIFICATIONS FOR

Knight Manor TR-22-012 & Grandview TR-22-011 Slurry Seal Projects

July 21st, 2022

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Add Scope #1:

- Contractor to sweep and clean surfaces to receive the slurry seal.
- Crack filling will be performed by Inyo County Road Department prior to the start of work.

Add Scope #2:

Contractor to provide sufficient notice (72 hours minimum) to all affected residents prior to the start of work that:

- All vehicles or other items on roadway need to be parked outside of the project boundaries, off right-of-way, or on resident property.
- Vehicle access will be cut off for several hours after the application of the chip seal to allow for cure time.

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **Knight Manor TR-22-012 & Grandview TR-22-011 Slurry Seal Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Associate Civil Engineer

Date: July 21st, 2022

ADDENDUM NO. 2

TO THE SPECIFICATIONS FOR

Knight Manor TR-22-012 & Grandview TR-22-011 Slurry Seal Projects

August 11th, 2022

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

Clarification #1:

Currently the specification for the Fiberized Micro Surfacing erroneously indicates on page 9 that the measurement of pay quantities will be per TON of dry aggregate. This is incorrect.

MEASUREMENT

~~Fiberized micro surfacing will be measured by the square yard placed or by the tons of dry aggregate, whichever is specified by the bid item(s).~~

The measurement and payment of the Fiberized Micro Surfacing (Bid Item #2) will be based on the price per ton is based on the combined weight of the aggregate, mineral filler, and asphalt emulsions as reflected on weighmaster certificates.

Please see Caltrans method below.

2. 4-3704E Payment

For measurement and payment, do the following:

- *The quantity of micro-surfacing to be paid for is the combined quantity of asphaltic emulsion and aggregate. Because of the type of equipment used and the nature of the micro-surfacing operation, it is usually impossible to weigh both components together. Separately determine the mass of asphaltic emulsion and aggregate, and add the two results to determine the pay quantity.*
- *As necessary to determine pay quantities, collect weighmaster certificates for aggregate and asphaltic emulsion. You may use properly sealed and calibrated metering devices to determine pay quantities. When converting volume measurements of asphaltic emulsion to mass, make the appropriate corrections for temperature.*
- *When micro-surfacing is allowed to remain in place even though it failed the grading or sand equivalent tests, make the appropriate administrative deduction.*

Receipt of this addendum should be acknowledged by referencing Addendum #2 and the date of receipt of Addendum #2 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **Knight Manor TR-22-012 & Grandview TR-22-011 Slurry Seal Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Associate Civil Engineer

Date: August 11th, 2022

Type of Business (check one):

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

Corporation (X), 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.

Jeff Petty - President, Tim Griffin - Secretary,
Rick Entrikin - Treasurer

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. Dispute Relating to Bid Process and Award

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:

Denelle Carrington
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

INYO COUNTY PUBLIC WORKS DEPARTMENT
KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL 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,

American Asphalt South, Inc.
(Name of Bidder)

as Principal, and Everest Reinsurance Company
(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 Ten Percent of Amount Bid dollars (\$ 10% of Amount Bid) 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 **KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL PROJECT**, in compliance with the Contract therefore:

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 Material 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, except as provided by law.

WITNESS our hands and seals this 8th day of August, 20 22 A.D.

American Asphalt South, Inc.
Principal

(SEAL)

By: Jeff Petty President
(Title of Authorized Person)

19792 El Rivino Road, Riverside, CA 92509
(Address for Notices to be Sent)

Everest Reinsurance Company
Surety

(SEAL)

By: Kathleen Le
(Title of Authorized Person)
Kathleen Le, Attorney-In-Fact

100 Everest Way, Warren Corporate Center, Warren, NJ 07059
(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**

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.

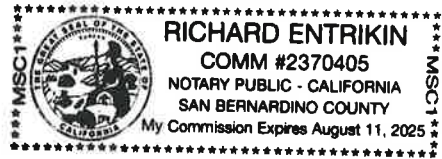
State of California
County of California)

On Aug 9, 2022 before me, Richard Entrikin- Notary
(insert name and title of the officer)

personally appeared Jeff Petty, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 *Richard Entrikin* (Seal)

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 Sacramento

On August 8, 2022 before me, Mary Ellen Collins, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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 _____

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

(Seal)



POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Puala Senna, Pam Sey, Breanna Boatright, and Kathleen Le

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 8th day of August 2022.

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame 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 May 2020.

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.



(Signature of Authorized Person)

8-12-22

(Date)

Jeff Petty

(Printed Name)

President

(Printed Title)

**KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL
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:

[

]

ATTACH CHECK HERE

[

]

Bidder (print name) : _____

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



 Signature of Authorized Person)

President

 (Title)

Jeff Petty

 (Printed Name)

8-12-22

 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.5)

**KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL
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, gender, 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 gender. 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, Sections 7285.0 et seq.), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5).

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.

Jeff Petty, President

(Name and Title of Signer)

JRP

Signature

8-12-22

Date

Company Name *American Asphalt South, Inc.*
Business Address *19792 El Rivino Road*
Riverside, CA 92509

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

**KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL
PROJECT**

I am aware of the provisions of Sections 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.

Jeff Petty, President
(Name and Title of Signer)


Signature

8-12-22
Date

Company Name American Asphalt South, Inc.
Business Address 19992 El Rivino Road
Riverside, CA 92509

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

8-12-22
Date

Jeff Petty, President
Printed Name

1000000645
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL PROJECT

STATE OF CALIFORNIA:

COUNTY OF San Bernardino

I, Jeff Petty
President, declare that I hold the office or position of American Asphalt South, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jeff Petty, President
(Name and Title of Signer)

[Signature]
Signature

8-12-22
Date

Company Name

American Asphalt South, Inc

Business Address

19992 El Divino Road
Riverside, CA 92509

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL 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)

KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL 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.

Jeff Petty, President

(Name and Title of Signer)

[Signature]
Signature

8-12-22

Date

Company Name

American Asphalt South, Inc

Business Address

*19992 El Livano Road
Riverside, CA 92509*

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL 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 at 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.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(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

n/Ordinance/Contracting/Prof/Bus/Iness

4/28/10

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

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

Department: Inyo County Roads Department LOCATION: Bishop, CA Area

PROJECT DESCRIPTION: KNIGHT MANOR SLURRY SEAL PROJECT AND GRANDVIEW SLURRY SEAL PROJECT

TOTAL CONTRACT AMOUNT: \$ 444,662.30

BID OPENING DATE: August 17th 2022

BIDDER'S COMPANY NAME: American Asphalt South, 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
	N/A			

For Inyo County to Complete:

Project Number: TR-22-012 & TR-22-011

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation \$ 0

_____ %

[Signature]
Signature of Bidder

8-12-22 (909)427-8276
Date (Area Code) Tel. No.

Jeff Petty, President
Person to Contact (Please Type or Print)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS) (05/10)

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: KNIGHT MANOR SLURRY SEAL PROJECT and GRANDVIEW SLURRY SEAL PROJECT		BUSINESS ADDRESS		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT			
SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE
BID ITEM NO.			NON-SBE	SBE	DATE OF FINAL PAYMENT
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
		TOTAL	\$	\$	
(i) Original Commitment					
\$ _____					
CONTRACTOR REPRESENTATIVES SIGNATURE			BUSINESS PHONE NUMBER		DATE
RESIDENT ENGINEER'S SIGNATURE			BUSINESS PHONE NUMBER		DATE

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. Any changes to SBE certification must also be submitted on the ***SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM***

COUNTY OF INYO BID TABULATION

Project Title: Knight Manor and Grandview Slurry Seal Project

Bid Opening Date and Time: August 17, 2022 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA	TOTAL BID	KNIGHT MANOR	GRANDVIEW	OFFICE EDUCATION
1	Sierra Nevada Const	✓	✓	491,807. ⁰⁰	222,177. ⁰⁰	269,630. ⁰⁰	2,200. ⁰⁰
2	American Asphalt	✓	✓	444,662. ³⁰	211,139. ⁰⁰	264,228. ¹⁰	12,505. ⁰⁰
3	Dodette Const LLC	✓	✓	559,927. ⁰⁰	279,835. ⁰⁰	328,896. ⁰⁰	19,101. ⁰⁰
4	Pavement Codings Seal Inc	✓	✓	601,591. ⁰⁰	309,070. ⁰⁰	370,262. ⁰⁰	27,155. ⁰⁰
5	Roy Allan Slurry	✓	✓	613,368. ⁸⁴	283,142. ⁷⁴	370,338. ³⁴	9,005. ⁰⁰
6	Uss Intl Inc	✓	✓	555,973. ⁰⁰	249,000. ⁰⁰	316,000. ⁰⁰	86,000. ⁰⁰
7							

Opened By: Hayley Carter

Present: Maura Tinker

Greg Waters

Nolan Ferguson

**Knight Manor Slurry Seal Road List
As of 4/1/2022**

Road	Road Name	From	To	LF	Width FT	SF
3054	TERRACE DRIVE	REYNOLDS ROAD	REYNOLDS ROAD	1864	38	70,832
3057	PINE ROAD	REYNOLDS ROAD	MOUNTAIN DRIVE	847	38	32,186
3057	PINE ROAD	MOUNTAIN DRIVE	ELMCREST DRIVE	364	38	13,832
3058	JUNIPER ROAD	REYNOLDS ROAD	MOUNTAIN ROAD	897	38	34,086
3059	MOUNTAIN ROAD	END	JUNIPER	879	38	33,402
3059	MOUNTAIN ROAD	JUNIPER	PINE ROAD	353	38	13,414
3060	MEADOW LARK ROAD	ELMCREST DRIVE	MOUNTAIN ROAD	305	38	11,590
3061	ELMCREST DRIVE	MEADOWLARK ROAD	PINE ROAD	1282	38	48,716
3061	ELMCREST DRIVE	PINE ROAD	END (CDS)	446	38	16,948
3063	CARMELEA LANE	OLIVIA LANE	TAMMY WAY	611	34	20,774
3063	CARMELEA LANE	TAMMY WAY	MARIANNE WAY	259	33	8,547
3063	CARMELEA LANE	MARIANNE WAY	END	350	33	11,550
3064	MARIANNE WAY	OLIVIA WAY	JULIE ANN WAY	227	33	7,491
3064	MARIANNE WAY	JULIE ANN LANE	CARMELIA WAY	520	34	17,680
3065	JULIE ANN LANE	REYNOLDS ROAD	BETTY LOU LANE	172	33	5,676
3065	JULIE ANN LANE	BETTY LOU LANE	MARY ANNE LANE	184	33	6,072
3066	BETTY LOU LANE	JULIE ANN	MICHELLE CIRCLE	345	31	10,695
3066	BETTY LOU LANE	MICHELLE CIRCLE	END	216	31	6,696
3067	MICHELLE CIRCLE	BETTY LOU	END	223	34	7,582
3068	MYRTLE LANE	REYNOLDS ROAD	KHRISTINE CIRCLE	315	33	10,395
3068	MYRTLE LANE	KHRISTINE CIRCLE	OLIVIA LANE	420	34	14,280
3069	KRISTINE CIRCLE	MYRTLE WAY	END (CDS)	359	33	11,847
3070	OLIVIA LANE	REYNOLDS ROAD	MARIANNE WAY	249	33	8,217
3070	OLIVIA LANE	MARIANNE WAY	MYRTLE LANE	401	34	13,634
3070	OLIVIA LANE	MYRTLE LANE	CARMELIA LANE	282	33	9,306
3070	OLIVIA LANE	CARMELIA LANE	TAWNIA CIRCLE	103	33	3,399
3070	OLIVIA LANE	TAWNIA CIRCLE	END (CDS)	771	34	26,214
3071	TAMMY LANE	CARMELIA WAY	END (CDS)	190	33	6,270
3072	TAWNIA LANE	OLIVIA LANE	END (CDS)	304	35	10,640
					Total Square Feet	491,971
					Total Square Yards	54,663
					Estimated #'s of combined aggregate and emulsion /Square Yard	20
					Estimated TONS of combined aggregate and emulsion	547

**Grandview Slurry Seal Road List
As of 3/31/2022**

Road #	Road Name	From	To	LF	Width	SF
Grandview Tract (Manor Market)						
1067	MEADOW LANE	WEST LINE STREET	BIRCH STREET	316	38	12,008
1067	MEADOW LANE	BIRCH STREET	WEST CEDAR STREET	718	36	25,848
1067	MEADOW LANE	WEST CEDAR STREET	PINION ROAD	257	39	10,023
1068	MESQUITE ROAD	WEST BIRCH STREET	EAST CEDAR STREET	695	40	27,800
1068	MESQUITE ROAD	LAUREL ROAD	PA ME LANE	1629	37	60,273
1069	BIRCH STREET EAST	PA-ME LANE	WILDROSE LANE	285	38	10,830
1069	BIRCH STREET EAST	WILDROSE LANE	GRANDVIEW DRIVE	182	37	6,734
1069	BIRCH STREET EAST	GRANDVIEW NORTH END	GRANDVIEW SOUTH END	122	37	4,514
1069	BIRCH STREET EAST	GRANDVIEW SOUTH END	END	138	39	5,382
1069A	BIRCH STREET WEST	EAST END	MESQUITE ROAD	188	40	7,520
1069A	BIRCH STREET WEST	MESQUITE ROAD	MEADOW LANE	290	40	11,600
1069A	BIRCH STREET WEST	MEADOW LANE	WEST END	130	40	5,200
1070	CEDAR STREET EAST	MESQUITE ROAD	GRANDVIEW DRIVE	358	40	14,320
1070A	CEDAR STREET WEST	MEADOW LANE	N. TUMBLEWEED ROAD	303	38	11,514
1071	PINION ROAD	MESQUITE ROAD	END (CDS)	525	40	21,000
1072	LAUREL ROAD	GRANDVIEW LANE	MESQUITE ROAD	364	39	14,196
1072	LAUREL ROAD	MESQUITE ROAD	PINION ROAD	244	40	9,760
1078	INDIAN CREEK DRIVE	PA-ME LANE	TUMBLEWEED ROAD	997	41	40,877
1078	INDIAN CREEK DRIVE	TUMBLEWEED ROAD	END	685	39	26,715
1079	TUMBLEWEED ROAD NORTH	W. CEDAR STREET	BOTH ENDS	658	38	25,004
1079A	TUMBLEWEED ROAD SOUTH	INDIAN CREEK ROAD	END	1331	38	50,578
1080	MORNINGSIDE DRIVE	PAH-ME LANE	WILDROSE LANE	282	38	10,716
1080	MORNINGSIDE DRIVE	WILDROSE LANE	GRANDVIEW DRIVE	308	38	11,704
1080	MORNINGSIDE DRIVE	GRANDVIEW DRIVE	MESQUITE ROAD	353	39	13,767
1080	MORNINGSIDE DRIVE	MESQUITE ROAD	END	327	39	12,753
1081	WILDROSE LANE	BIRCH STREET	MORNINGSIDE DRIVE	1137	38	43,206
1081	WILDROSE LANE	MORNINGSIDE DRIVE	MESQUITE ROAD	395	40	15,800
1082	GRANDVIEW DRIVE	WEST LINE STREET	BIRCH STREET	528	37	19,536
1082	GRANDVIEW DRIVE	BIRCH STREET	CEDAR STREET	511	38	19,418
1082	GRANDVIEW DRIVE	CEDAR STREET	LAUREL ROAD	298	39	11,622
1082	GRANDVIEW DRIVE	LAUREL ROAD	MORNINGSIDE DRIVE	317	40	12,680
1082	GRANDVIEW DRIVE	MORNINGSIDE DRIVE	MESQUITE ROAD	399	39	15,561
1116	CAROL LANE	IRENE WAY	BOTH ENDS	1775	37	65,675
				Total Square Feet		654,134
				Total Square Yards		72,682
			Estimated #'s of combined aggregate and emulsion /Square Yard			20
			Estimated TONS of combined aggregate and emulsion			727

**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.

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

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

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

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

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

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

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

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: 2022 Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for five 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 **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
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 and elsewhere in bid requirements.
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 and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts

Attachment __: 2022 Insurance Requirements for Construction Contracts

otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

- 1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relieve contractor of requirement.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to 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 – (Inyo County prefers occurrence type CGL policies)

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

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.**

Attachment __: 2022 Insurance Requirements for Construction Contracts

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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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.

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.

Verification of Coverage

Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to

Attachment __: 2022 Insurance Requirements for Construction Contracts

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all 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.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

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 26th day of April 2022 an order was duly made and entered as follows:

*Public Works –
SB 1 Road
Projects/
Reso # 2022-14*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to: A) Approve proposed Resolution No. 2022-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign; B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorized the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of April, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: May 6, 2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 26, 2022

FROM: Greg Waters

SUBJECT: Resolution Adopting List of Projects for Fiscal Year 2022-23 Funded by SB 1

RECOMMENDED ACTION:

Request Board:

- A) Approve proposed Resolution No. 2022-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;
- B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and
- C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

SUMMARY/JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting. Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals.

Public Works is bringing a resolution and project lists for the 2022-23 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding.

The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

including but not limited to:

- Project #9 – Cactus Flat Road Repair
- Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement
- Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required
- Project #14 – Warm Springs Road Grader Overlay
- Project #15 – Death Valley Road Chip Seal
- Project #16 – Trona Wildrose Road Chip Seal
- Project #17 – Panamint Valley Road Paver Overlay
- Project #18 – Old Spanish Trail Road Grader Overlay
- Project #19 – Grandview, Mesquite, and Meadow Lane Fiber Seal Project (Originally Approved 2021, Revised for 2022)
- Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement
- Project #21 – Lasky Lane Drainage Remediation
- Project #22 - Micro Fiber Slurry Seal (Originally Approved 2021, Revised for 2022)
- Project #23 - Guardrail Replacement and Modernization (Originally Approved 2021, Revised for 2022)
- Project #24 – Trona Wildrose Reconstruction
- Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project
- Project #26 - Lone Pine Sidewalks and ADA Improvement Project

The requested projects in this SB1 funding cycle will include newly listed projects, including but not limited to:

- Project #27 - Fog Seal Multiple Roads

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The attached Resolution is submitted for Board approval of proposed RMRA (SB-1) funded projects for the Fiscal Year 2022-2023.

ATTACHMENTS:

1. 2022-2023 Proposed Project List Resolution

APPROVALS:

- | | |
|-----------------|------------------------------|
| Greg Waters | Created/Initiated - 4/4/2022 |
| Darcy Ellis | Approved - 4/5/2022 |
| Greg Waters | Approved - 4/5/2022 |
| Breanne Nelums | Approved - 4/5/2022 |
| John Vallejo | Approved - 4/5/2022 |
| Amy Shepherd | Approved - 4/5/2022 |
| Michael Errante | Final Approval - 4/5/2022 |

RESOLUTION NO. 2022-14

COPY

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated \$3,653,301 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the 6th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Project #27 – Various Roads Fog Coat Project

[See Attachment A]

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #9 – Cactus Flat Road Repair

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required

Project #14 – Warm Springs Road Grader Overlay

Project #15 – Death Valley Road Chip Seal

Project #16 – Trona Wildrose Road Chip Seal

Project #17 – Panamint Valley Road Paver Overlay

Project #18 – Old Spanish Trail Road Grader Overlay

Project #19 – Grandview, Mesquite, and Meadow Lane Fiber Seal (Revised, roads added)

Project #20 – Meadow Creek I & II, Lazy A Sidewalk Improvement

Project #21 – Lasky Lane Drainage Remediation

Project #22 - MicroFiber Slurry Seal (Revised, roads added)

Project #23 - Guardrail Replacement and Modernization (Revised, roads added)

Project #24 - Trona Wildrose Reconstruction

Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project

Project #26 - Lone Pine Sidewalks and ADA Improvement Project

[See Attachment A]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California this 26th day of April, 2022, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Tothoroh
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-


Chairperson, Inyo County Board of Supervisors

Attest: Leslie L. Chapman
Clerk of the Board

By: 
Assistant Clerk of the Board

Attachment A - Road Repair and Accountability Act FY 2022/2023 SB 1
Projects

Project #27

Various Roads Fog Coat Project

TR#18-002

Description:

The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement markings of Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040)

Locations:

Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040)

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #9

Cactus Flat Road Repair

Description;

This project will consist of an asphalt overlay of 1500' x 20' of damaged pavement on Cactus Flat Road #5024. The Department of Water and Power, City of Los Angeles (DWP), will be doing a realignment of Cactus Flat Road, a County Road, to allow DWP to perform infrastructure upgrades. Upon completion of the realignment, the County will perform an asphalt overlay on a 1500' section of Cactus Flat East of the DWP project boundary.

Location;

Cactus Flat Road is located in Inyo County, just south of Olancha. The section that will be repaired is approximately 5 miles west of the intersection of Cactus Flat Road and US395, 5 miles south of Olancha.

Estimated useful life;

20 years

Anticipated construction date;

7/1/2021 through 6/30/2023

Costs for this project are estimated to be;

Inyo Engineers Estimate	\$80,000
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Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated two to three year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021, FY2021-22, and FY2022-2023 SB1 funding cycles, at \$333,333 each cycle.

Locations;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;


Useful life is 50 years

Anticipated construction date;

Pre-Con Schedule 7/1/2020 through 6/30/2021 Construction Schedule 7/1/2021 through 10/31/2022

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2020-21/FY2021-22/FY2022-2023 SB1 cycles)

STATE OF CALIFORNIA  GOVERNOR'S OFFICE OF EMERGENCY SERVICES California Disaster Assistance Act Damage Survey Report (DSR)	STATE DISASTER NUMBER: 2017-11	FEDERAL DISASTER #: N/A
	STATE APPLICANT ID NUMBER: 027-00000	FEDERAL PA ID #: NA
	STATE INCIDENT PERIOD: 03/01/17 to 07/30/17	
	TYPE OF DISASTER: <input type="checkbox"/> Governor's Proclamation or <input checked="" type="checkbox"/> Director's Concurrence <input type="checkbox"/> Earthquake or <input type="checkbox"/> Flood/Winter Storm or <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Other (Please Specify Type): <u>Snow Melt</u>	
	TYPE OF CDAASR: <input type="checkbox"/> Emergency Work or <input checked="" type="checkbox"/> Permanent Work CATEGORY C ROAD SYSTEMS AND BRIDGES	
3602	SUPPLEMENT TO CDAASR #:	

SUBGRANTEE NAME: Inyo County
FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site): North Round Valley Road-Pine Creek Bridge. Round Valley CA, Inyo County
COUNTY: Inyo

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.

SCOPE OF WORK:

Work to Be Completed:
 Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.

Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Federal DSR/PW Number:	N/A
Federal Program:	<input type="checkbox"/> FEMA <input type="checkbox"/> HCS <input type="checkbox"/> HWYA <input type="checkbox"/> ISACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	N/A
Is this an Historic Structure?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	On National Register?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
Significant Effect on Environment?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Is Project Cat-X or Stat-X?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNKNOWN
Is there Insurance for Damages?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Insurance Recovery: \$ 0	Ins. Deductible \$ 0
Work done by Force Account Labor?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Percentage of Work Completed at Inspection:	10%
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:		TOTAL COSTS:	\$2,730,670.00
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	1/25/2018
Marcia Burchiel	<i>UNAVAILABLE</i>	Date of DSR Submission to AC:	1/25/2018
Name of Local Representative	Representative's Signature	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Kelley Williams	Concur by Phone	Concur with Scope of Work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
		Contact Telephone Number:	(760) 878-0292
Name of Reviewer/Manager	Reviewer/Manager Signature	Date Reviewed:	01/25/18
Peter Crase	<i>P. Crase 1/29/18</i>	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Public Assistance Officer	PAO Signature	See attachment explaining changes or denial	Approved? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
David Gillings	<i>D. Gillings 2/6/18</i>		Amount \$: <u>2,730,670.00</u>

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #13

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary.

Locations:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:

Useful life is 10 years

Anticipated construction date:

7/01/2022 through 6/30/2023

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #14

Warm Springs Road Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 15 years for the CMA overlay

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #15

Death Valley Road Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal includes the application of chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location:

The location is the road segment from 11.2 miles and 15.2 miles east of US 395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #16

Trona Wildrose Road Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal includes the chip sealing of 2) 2 mile long segments of roadway 22' wide. Also included in this scope-of-work are the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the Inyo County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #17

Panamint Valley Road Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #19 (Revised for 2022-2023)

Grandview, Mesquite, and Meadow Lane Fiber Seal

TR#18-002

Description:

The Grandview, Mesquite, and Meadow Lane Project involves applying a fiber seal coat to approximately 6 miles of residential roadway 36' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Grandview, Mesquite, and Meadow Lane Fiber Seal Coating Project is in the residential area off West Line Street (CA 168 West) behind Manor Market. Roads included, depending on available funds, are Meadow Lane, Mesquite Road, Birch Street East & West, Cedar Street East & West, Pinion Road, Laurel Road, Indian Creek Drive, Tumbleweed North & South, Morningside Drive, Wildrose Lane, Grandview Drive. Also, as an option is Carol Lane.

Estimated useful life:

The estimated useful life for the fiber seal coating is 5 years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$600,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #20

Meadow Creek I/II & Lazy A Sidewalk Improvement

TR#18-002

Description:

The Meadow Creek I/II & Lazy A Sidewalk Improvement Project involves the identification, removal, and replacement of damaged or displaced areas of concrete sidewalk as well as sections of curb & gutter. Tree removal, root pruning, installation of root barrier, and asphalt patching will also be required.

Locations:

The location of the Meadow Creek I/II & Lazy A Sidewalk Improvement Project is East of the intersection of Barlow Lane and US 395.

Estimated useful life:

The estimated useful life for the sidewalk and curb & gutter replacement will be 20+ years.

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$150,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #22 (Revised for 2022-2023)

Micro Fiber Slurry Seal Project

TR#18-002

Description:

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

Locations:

Knights Manor

3054 TERRACE DRIVE
3057 PINE ROAD
3058 JUNIPER ROAD
3059 MOUNTAIN ROAD
3060 MEADOW LARK ROAD
3061 ELMCREST DRIVE
3063 CARMELEA LANE
3064 MARIANNE WAY
3065 JULIE ANN LANE
3066 BETTY LOU LANE
3067 MICHELLE CIRCLE
3068 MYRTLE LANE
3069 KRISTINE CIRCLE
3070 OLIVIA LANE
3071 TAMMY LANE
3072 TAWNIA LANE

Aspendell

2023 COLUMBINE DRIVE
2027 NORTH STREET
2081 ALPINE DRIVE
2086 WHITE PINE ROAD
2087 IRIS DRIVE
2088 CATARACT ROAD

2089 SAGE ROAD
2090 CARDINAL ROAD
2091 BROOK LANE
2093 RESERVOIR ROAD
2098 SIERRA SUMMIT
2099 SUMAC ROAD
2100 MANZANITA ROAD

South Lake Area

2095 HABEGGER LANE
2096 CANYON DRIVE
2097 MOUNT TOM VIEW DRIVE

Big Pine East

3201 POPLAR STREET
3202 CENTER STREET
3203 LOCUST STREET
3204 HOME STREET

Big Pine West

3206 CROCKER AVENUE
3207 CORNELL STREET
3208 DEWEY STREET
3209 CHESTNUT STREET
3210 WALNUT STREET
3211 BLAKE ROAD
3212 WEST STREET

Lone Pine

4404 WILLOW STREET EAST
4410 SOUTH STREET WEST
4412 SCHOOL STREET EAST
4413 INYO STREET EAST
4419 JACKSON STREET NORTH
4419A JACKSON STREET SOUTH
4422 HAY STREET NORTH
4422A HAY STREET SOUTH
4018 WHITNEY PORTAL ROAD EAST
4425 LINE STREET
4424A LAKE VIEW STREET NORTH
4405 BUSH STREET EAST
4403B LOCUST STREET EAST
4405A BUSH STREET WEST

4427 LUBKEN AVENUE EAST
4057 MCELROY LANE
4407A MOUNTAIN VIEW STREET WEST
4416 WASHINGTON STREET NORTH
4416A WASHINGTON STREET SOUTH

Estimated useful life:

The estimated useful life for the microfiber slurry seal is five (5) years

Anticipated construction date:

July 2022 through June 2026

Costs for this project are estimated to be:

\$2,000,000 over 5 years from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #23 (Revised 4-5-22)

Guardrail Replacement and Modernization

TR#18-002

Description:

The guardrail replacement and modernization will be performed at various segments of guardrail on bridges less than 20' in length within the Inyo County road system.

Locations:

The guardrails to be replaced and or modernized include initial sections on the follow roads: Mummy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, and Onion Valley Road.

Estimated useful life:

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #24

Trona Wildrose Reconstruction

TR#18-002

Description:

The Trona Wildrose Reconstruction Project will rebuild one (1) mile of Trona Wildrose Road. The road has deteriorated due to base failure.

Location:

One (1) mile of Trona Wildrose Road starting at the Inyo County/San Bernardino County line.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Miur Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Road Repair and Accountability Act FY 2022/2023 SB 1 Projects

Project #26

Lone Pine Sidewalks and ADA Improvement Project

TR#18-002

Description:

The Lone Pine Sidewalks and ADA Improvement Project will require the removal and replacement of several sidewalks in the Town of Lone Pine.

Locations:

All proposed sidewalks to be removed and replaced will be brought up to ADA standards. Potential segments of sidewalks to receive this remediation work include Whitney Portal from Washington to Jackson, Jackson from Whitney Portal to Begole, as well as Locust Street in front of the school.

Estimated useful life:

The estimated useful life for the reconstruction of this road is thirty (30) years minimum

Anticipated construction date:

July 2022 through June 2023

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds



County of Inyo



Public Works - Airports

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Ashley Helms

SUBJECT: Resolution and Notice of Completion

RECOMMENDED ACTION:

Request Board approve proposed Resolution No. 2022-33, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Independence Airport Hangar Demolition," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The roof of the aircraft hangar at the Independence Airport was damaged during the wind event in April 2022. After the storm event, Public Works staff worked with the Building Inspector and Risk Manager to determine if any portion of the building could be saved and if the insurance policy on the building would cover the demolition and replacement of the structure. The Building Inspector determined that the entire structure was damaged beyond repair, and the insurance adjuster agreed with the determination. Due to the potential for damage to persons or aircraft should the structure continue to break apart, staff was instructed to move forward with the demolition as an emergency project. Two quotes were submitted:

- Doug Clair, Inc. \$21,500
- Kendall Engineering, Inc \$24,250

The attached contract was approved with Doug Clair, Inc, and the work was completed on August 10. Staff is researching replacement options. The two tenant aircraft have been relocated to the Lone Pine/Death Valley Airport pending the hangar reconstruction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of the demolition is included in the Independence Airport Operating Budget (150300) Object Code 5700 (Construction in Progress), but was not included in the preliminary budget. The invoice will be paid out of the Bishop Airport Operating Budget (150100), Object Code 5265 (Professional Services) and will be moved to the correct budget after budget adoption. The cost of the demolition will be reimbursed by the insurance policy; revenue will be put in 15300, Revenue Code 4747 (Insurance Payments).

ATTACHMENTS:

1. Notice of Completion Resolution
2. Notice of Completion Hangar Demolition
3. Clair Contract - Signed

APPROVALS:

Ashley Helms	Created/Initiated - 5/6/2022
Darcy Ellis	Approved - 5/6/2022
Ashley Helms	Approved - 8/25/2022
John Vallejo	Approved - 8/25/2022
Amy Shepherd	Approved - 8/25/2022
Michael Errante	Final Approval - 8/25/2022

RESOLUTION #2022 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
INDEPENDENCE AIRPORT HANGAR DEMOLITION**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Independence Airport Hangar Demolition has been satisfactorily completed by Doug Clair, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Independence Airport Hangar Demolition.

Passed, approved and adopted this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Leslie Chapman, Clerk

by _____
Assistant Clerk of the Board

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

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Independence Airport Hangar Demolition on the property hereinafter described, was completed on August 10, 2022 and was accepted by the Inyo County Board of Supervisors on, _____.
2. The property on which the Independence Airport Hangar Demolition has been completed is located on the grounds of Independence Airport, Independence, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, operates and maintains the Independence Airport.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that completed the Independence Airport Hangar Demolition, pursuant to contract with the County, is Doug Clair, Inc of Bishop, CA.

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

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Michael Errante, PE, Public Works Director

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

Doug Clair Inc, **CONTRACTOR**

for the

Emergency Independence Hangar Demo **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 9, 2022, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Doug Clair Inc (hereinafter referred to as "CONTRACTOR"), for the construction or removal of the Independence Hangar Demo 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 Scope of Work contained within Attachment 1 within the Time for Completion set forth for:

Title: Emergency Independence Hangar Demo **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 10 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 in 15 working days.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Twenty one thousand five hundred dollars (\$21,500).

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 Faithful Performance Bond and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference.

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 2 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: Ashley Helms

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Doug Clair Inc.

640 South Main St

Bishop, CA

93514

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

Doug Clair, Inc.

By: Leslie L. Chapman

By: [Signature]

Name: Leslie L. Chapman

Name: Douglas E. Clair

Title: County Administrator

Title: President

Dated: 08/09/2022

Dated: 7/28/22

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Doug Clair Inc

FOR THE Independence Hangar Demo **PROJECT**

SCOPE OF WORK

See attached proposal dated 6/2/2022.

Doug Clair, Inc.

640 South Main Street Bishop, CA 93514
Cal license no. A-732-732

760-872-1741
fax 760-872-1927

Proposal and Contract

Date: 6/2/2022

Submitted to: Inyo County Public Works

Job Name: Independence Airport Hanger Demo

Job Location: Independence CA

We propose to furnish all materials and perform all labor necessary to complete the following:

- Remove all tin siding
- Remove all wood in building
- Leave site clean
- Trucking, equipment and labor
- All poles to be cut and left on site

We propose to furnish material and labor and complete the work in a professional manner according to the above-specifications, for the sum twenty one thousand five hundred dollars (\$21,500.00). The entire amount (100%) of the contract is to be paid upon completion of the work performed. Any alteration or deviation from the above-specifications involving extra cost of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,



Date: 6/2/2022

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I/Company agree to pay the amount mentioned in said proposal, and according to the terms thereof.

Accepted by: _____ Date: _____

Please return the original, signed copy to: Doug Clair, C.W. Construction 2547 Leisure Circle, Bishop, CA 93514

Notice: Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid. Abovesigned agrees to pay all court costs, attorney fees and interest charges at the rate of 18%, if not paid as described above.

ATTACHMENT 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Doug Clair Inc.

FOR THE Independence Hangar Demo **PROJECT**

SEE ATTACHED INSURANCE PROVISIONS

Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for five 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 **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory** Limits, and **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. - **Not Applicable**
5. **Surety Bonds** as described below and elsewhere in bid requirements. - **Not Applicable**
6. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate. - **Not Applicable**
7. **Contractors' Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions** (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate. - **Not Applicable**

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor

Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

- 1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relive contractor of requirement.**
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory 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. This requirement shall also apply to any Excess or Umbrella liability policies.**
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to 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 – (Inyo County prefers occurrence type CGL policies)

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

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.**
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.**

Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

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.

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.

Verification of Coverage

Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including

**Attachment 1: 2022 Insurance Requirements
for Smaller (Non-Road) Construction Contracts**

limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all 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.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

Special Risks or Circumstances

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



County of Inyo



Public Works - Road Department

CONSENT - NO ACTION REQUIRED

MEETING: September 6, 2022

FROM: Donald Gockley

SUBJECT: Report Regarding Emergency Purchase of a John Deere Hydraulic Pump and Necessary Accessories

RECOMMENDED ACTION:

Request Board receive written report regarding emergency purchase of John Deere hydraulic pump and accessories.

SUMMARY/JUSTIFICATION:

During the recent monsoonal flooding in the eastern portion of Inyo County, while repairing storm damage, the Road Department had a grader break down. Unfortunately, this grader was stuck sitting on the side of the road due to loss of hydraulic power and was unable to move. An emergency repair was needed due to continued monsoonal moisture moving into the area. This grader is a vital piece of equipment for repairing damage to our roads caused by flooding.

Pursuant to Section III, Item E number 6 of the Purchasing Policy, an emergency purchase of a hydraulic pump in the amount of \$12,592.63 was made.

Pursuant to Section VII.A of the purchasing policy, this item comes before your board as information regarding the emergency purchase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This item is informational only pursuant to purchasing policy section VII. A.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This hydraulic pump will be paid out of the Road budget 034600 and object code 5173 maintenance of equipment.

ATTACHMENTS:

1. Hydraulic Pump

APPROVALS:

Donald Gockley

Darcy Ellis

Donald Gockley

Breanne Nelums

Shannon Platt

John Vallejo

Amy Shepherd

Michael Errante

Created/Initiated - 8/18/2022

Approved - 8/18/2022

Approved - 8/18/2022

Approved - 8/19/2022

Approved - 8/19/2022

Approved - 8/23/2022

Approved - 8/23/2022

Final Approval - 8/23/2022

To; Purchasing

From: Shannon Platt, Inyo County Road Superintendent

Date: 8-18-2022

RE: Sole Source Justification, John Deere Hydraulic pump

During the recent and ongoing monsoon season the road department had a road grader breakdown in the Tecopa/ Shoshone area while repairing road damage.

It was determined the hydraulic pump needed replacement.

After numerous calls a replacement pump was located through Coastline Equipment, with delivery possible in two days. The grader in question is vital to ongoing flood cleanup and road repair and needs to be operable as soon as possible.

Thank you,

A handwritten signature in black ink, appearing to read "Shannon Platt", with a long horizontal flourish extending to the right.

Shannon Platt

Sally Faircloth

From: Shane Rily
Sent: Thursday, August 18, 2022 10:00 AM
To: Steven Ivey
Cc: Sally Faircloth; Shannon Platt
Subject: 670c

Good morning , I have been on the phone calling numerous John Deere dealers , 3 Pap'e dealers , 2 hung up when asking for quotes and 1 went straight to voice mail , I have contacted the Vegas Coastline who is preparing a quote and a Idaho Coastline who said they would also send a quote . Most John Deere dealers are "Green" which means they only deal in Agriculture equipment . this is a " EMERGENCY" , our grader is on the side of the road broke down , not being able to move , due to the fact it has lost hydraulic power . We have currently been getting slammed by storms and have storm damage that needs to be fixed , and more storms on the way. The only place that has told me they can get it comes from the main Deere parts where house in Milan Illinois .

Any help in this matter would be greatly appreciated !! I have to go and continue fixing storm damage , school starts on the 24th of August and they have to use one of our most damaged roads to get school kids.

#AT504171

- hydraulic pump
- shaft #YZ105209
- seal # F37030250
- seal # F37030242

Shane Rily
Inyo County Road Department
Distict 5. Road Maintenance Supervisor
Shoshone/Tecopa
1(760)852- 4357
srily@inyocounty.us



3540 N. 5th Street
 North Las Vegas, NV 89032
 Phone: (702) 399-2700
 www.coastlineequipment.com

Oxnard, CA (805) 486-2106
 Santa Ana, CA (714) 265-5500
 Sylmar, CA (818) 890-3353
 Bakersfield, CA (661) 399-8600
 Long Beach, CA (562) 272-7400
 Santa Maria, CA (805) 922-8328
 Meridian, ID (208) 868-3337
 Jerome, ID (208) 324-2900
 McCall, ID (208) 834-3903
 N. Las Vegas, NV (702) 399-2700
 Elko, NV (775) 777-7070



JOHN DEERE

Remit Payment To:
 2000 East Overland Road Meridian, ID 83842
 Pay Online At: www.coastlineequipment.com/customer-portal

PARTS INVOICE

Invoice To Account No.: 103936 Deliver To Account No.: 103936

INYO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 ROAD DEPARTMENT
 PO DRAWER Q
 INDEPENDENCE CA 93526
 Bus Ph: 7608735591 Prv Ph:

INYO COUNTY DEPARTMENT OF
 PUBLIC WORKS
 ROAD DEPARTMENT
 PO DRAWER Q
 INDEPENDENCE CA 93526
 Bus Ph: 7608735591 Prv Ph:

Invoice No: 938860
 Date: 8/22/2022
 Page: 1 of 1
 Payment Type: Account

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price	Tax Ind
Eq ID: 104414		Make: JOHN DEERE	Model: 670C	PIN: DW670CX582103		Hours: 0		
1.00	0.00	AT504171	Hydraulic Pump		10,525.97	10,525.97	\$10,525.97	Y
1.00	0.00	YZ105209	SHAFT		317.50	317.50	\$317.50	Y
1.00	0.00	F37030242	O-RING	2C2	7.76	7.76	\$7.76	Y
1.00	0.00	F37030250	O-RING	64A	9.22	9.22	\$9.22	Y
1.00	0.00	3-37612-01	INCOMING FREIGHT CHG		759.05	759.05	\$759.05	Y

Comments: AT504171, YZ105209

Invoice Notes:
 Vehicle #8278 775-513-8062 Srly@inyocounty.us
 W3 FLOOR

Customer PO No: 06-14257
 Tax Exempt No:
 Salesperson: JOHN ALLDREDGE



Parts: \$10,860.45
 Misc: \$759.05
 Sales Tax: \$973.13
 Deposit: \$0.00
 Total: \$12,592.63

RECEIVED

AUG 23 2022

INYO COUNTY
 PUBLIC WORKS

TERMS AND CONDITIONS

1. Terms are Net 30. A finance charge of 1.5% per month (18% annual) will be added to all past due invoices except where prohibited by law.
2. Returned goods must be accompanied with this invoice. Parts returned are F.O.B. our store and must be saleable as new with packaging intact.
3. NO RETURNS OR REFUNDS AFTER 30 DAYS. All non-stock, special order parts are subject to a minimum 20% restocking fee and are subject to the limitations in item #4. Parts are considered non-returnable after 30 days, any exceptions are subject to price negotiation.
4. Parts classed as non-returnable are: (a) Non-stock parts having a value less than \$20.00 (b) Parts replaced, discontinued or unidentifiable (c) Items removed from sealed packages or protective covering (d) All electrical components (e) Goods cut to length or special order items.
5. An after-hours charge of \$100.00 will be billed when a Parts Department employee is called to open after normal store hours.

Received by: Shane Reg Date:



County of Inyo

Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: September 6, 2022

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – September 15, 2022

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for September 15, 2022.

SUMMARY/JUSTIFICATION:

At its next meeting, the OVGA will conduct the second reading of OVGA Ordinance 2022-01: "An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within the Owens Valley Groundwater Basin."

The purposes of the proposed ordinance to fill data gaps in pumping (reporting is voluntary for de minimis or domestic users) and maintain an up-to-date list of wells in the public database have been discussed at previous meetings of this Board.

Ordinance 2022-01 of the Owens Valley Groundwater Authority will require registration of well locations and pumping amounts in the Basin within Inyo County using an online form. Several water providers or commercial pumpers did not respond to requests to provide data voluntarily to the OVGA to include in the GSP. The ordinance contains procedures, timing, and methods to register a well and submit needed information which will be reviewed for quality control and entered in the OVGA database.

Additional items on the agenda include election of Chairperson and Vice Chairperson in accordance with the OVGA bylaws, approval of minutes, and staff report.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. Owens Valley Groundwater Authority Draft Agenda 09.15.22
2. OVGA Draft Ordinance 2022-01

APPROVALS:

Aaron Steinwand

Darcy Ellis

John Vallejo

Amy Shepherd

Aaron Steinwand

Created/Initiated - 8/25/2022

Approved - 8/25/2022

Approved - 8/29/2022

Approved - 8/29/2022

Final Approval - 8/29/2022

Owens Valley Groundwater Authority

September 15, 2022

2:00 PM

Bishop City Council Chambers

Board of Directors Regular Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed AB 361 that temporarily modifies certain requirements of the Brown Act. The Owens Valley Groundwater Authority will conduct this meeting both in person at the Bishop City Council Chambers located at 301 West Line Street in Bishop, California and via a Zoom webinar. Individual Directors may participate remotely and this in-person meeting will be conducted in accordance with local and State Department of Public Health orders and guidance and requirement of the California Division of Occupational Safety and Health (CalOHSa).

The Zoom webinar is accessible to the public at: **Insert Zoom**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Board Member Reports.
5. Approval of minutes from August 11 OVGA meeting.
6. OVGA staff report.
7. Second Reading and Adoption of Ordinance 2022-01: An Ordinance of the Owens Valley Groundwater Authority Establishing the Regulations and Procedures for the Registration of Owners and Users of Groundwater Extraction Facilities within the Owens Valley Groundwater Basin.
8. Election of OVGA Chairperson and Vice-Chairperson.

9. Discussion regarding future meeting dates and agenda items.

10. Adjourn.

Join the September 15, 2022 OVGA webinar:

Or one tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 853 4572 3185

Passcode: 481122

International numbers available: <https://us02web.zoom.us/j/85345723185>

**AN ORDINANCE OF THE OWENS VALLEY GROUNDWATER AUTHORITY
ESTABLISHING THE REGULATIONS AND PROCEDURES FOR THE
REGISTRATION OF OWNERS AND USERS OF GROUNDWATER EXTRACTION
FACILITIES WITHIN THE OWENS VALLEY GROUNDATER BASIN**

RECITALS:

Whereas, the Owens Valley Groundwater Authority (“Authority”) was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act (“SGMA”), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan (“GSP”) that achieves groundwater sustainability in the Owens Valley Groundwater Basin.

Whereas, the Authority is the exclusive Groundwater Sustainability Agency for the portion of the Owens Valley Groundwater Basin located within Inyo County, which is designated as Basin number 6-012 in Department of Water Resources’ Bulletin No. 118.

Whereas, the Authority adopted the “Groundwater Sustainability Plan for the Owens Valley Groundwater Basin” on December 9, 2021.

Whereas, a fundamental component of the Groundwater Sustainability Plan for the Owens Valley Groundwater Basin is an accurate understanding of amounts and location of groundwater extraction within the Basin.

Whereas, the Authority has reviewed and considered the environmental impacts of this action and concluded that this action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines section 15273 and Public Resources Code section 21080(b)(8) because it is for the establishment of operational rates and charges. Additionally, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. Moreover, it has been determined that this action is exempt from further environmental review pursuant Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF OWENS VALLEY
GROUNDWATER AUTHORITY ORDAINS AS FOLLOWS:**

Section 1. This Ordinance shall become effective 30 days from the date of adoption and the entire Ordinance shall be published in accordance with Californian Government Code section 25124.

Section 2. Definitions. As used in this Ordinance, the following terms shall have the meanings stated below:

"Authority" means the Owens Valley Groundwater Authority.

"Basin" means the Owens Valley Groundwater Basin which is designated as basin number 6-6-012.01 and 6-12.02 (Fish Slough subbasin) in Department of Water Resources' Bulletin No. 118.

"De minimis extractor" means a person who extracts, for domestic purposes, two acre-feet or less per year (CWC §10721(e)).

"Groundwater Extraction Facility ("Facility")" means any device or method used for the extraction of groundwater from the Basin.

"Groundwater Extractor" means both the owner and the user of a Groundwater Extraction Facility located within the Basin.

"Executive Manager" means the individual given said title and position with the Authority by the Board of Directors.

Section 3. Groundwater Extraction Owner and User Registration. No later than April 1, 2023, all owners and users of Groundwater Extraction Facilities must register their Groundwater Extraction Facilities if located within the Basin and boundary of the Authority on a form provided by the Authority. These forms will be used in the implementation of the Groundwater Sustainability Plan for the Basin and as such the careful and complete attention to the form is required. Completion of the form is **voluntary** for extractors that meet the definition of a de minimis extractor. Extractors other than de minimis extractors must comply with this Ordinance.

Section 4. Groundwater Extraction Owner and User Registration Form. The registration required by Section 3 of this Ordinance shall be made on forms approved by the Executive Manager. Likewise, registration shall be made to the satisfaction of the Executive Manager and, at a minimum, the registration shall include the following information: 1) the name and contact address of the owner and/or user of the Groundwater Extraction Facility; 2) the location of the Groundwater Extraction Facility and the property it serves; 3) a statement describing whether the extracted groundwater is used for residential, commercial, industrial or agricultural purposes, or a combination thereof; 4) an accurate declaration of the annual groundwater production figures and the agricultural acreage in production (if applicable) for the years with extant data and provided annually before April 1 of each year after 2022; 5) a description of the equipment associated with the Groundwater Extraction Facility; 6) a description of the method used by the owner and/or user to measure groundwater extractions from the Groundwater Extraction Facility; and, 7) any other information that the Authority's Executive Manager deems to be prudent and necessary to achieve the legal purposes of the Authority.

Section 5. Registration Form Review. The Executive shall review all registrations and return, with corrective comment, any registration that does not meet the requirements described in Section 4. Approved registrations shall receive an approval notice from the Authority.

Section 6. New Groundwater Extraction Facility. A Groundwater Extraction Facility constructed after the effective date of this Ordinance shall comply with the requirements set forth in this Ordinance.

Section 7. Violations. Any violation of any provision prescribed in this Ordinance may subject the violator to possible civil action and penalties by the Authority. The Authority's civil penalties and civil action rights are additional rights to those rights which may otherwise be prescribed to the Authority, or its members, by law. Additionally, as these forms will be used in the implementation of the GSP, any violations of this Ordinance could have detrimental impacts on the owner and/or user in the GSP.

Section 8. Exemptions. As provided by law, federal, state, and tribal entities are exempt from the mandatory provisions of this Ordinance, but it is requested that they abide by the registration requirements. Likewise, if you receive groundwater from a public purveyor and you don't own a Groundwater Extraction Facility, you are not required to register. Lands and pumping managed in accordance with the Long Term Water Agreement (City of Los Angeles v. Board of Supervisors of the County of Inyo et al. (Inyo County Case No. 12908)) are exempt to the extent provided by Water Code Section 10720.8. Groundwater facilities within the Basin but outside the boundary of the Authority are exempt.

Section 9. Severability. If any provision of this Ordinance, or its application to any person, entity, or circumstance, is held invalid or to any extent illegal or incapable of being enforced, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 10. California Environmental Quality Act. The Board of Directors finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Environmental Quality Act Guidelines section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. The Board of Directors also finds this Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment.



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Mikaela Torres

SUBJECT: Continuation of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation to continue the local emergency proclaimed in response to flash flooding in Death Valley National Park in August 2022.

SUMMARY/JUSTIFICATION:

During your August 16, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-29, ratifying the Director of Emergency Service's August 12 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to extreme flash flooding throughout the county, including Death Valley National Park, commencing August 5.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2022-29 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency. This proposed action comes to your Board earlier than required for administrative convenience.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Resolution No. 2022-29

APPROVALS:

Darcy Ellis

Created/Initiated - 8/30/2022

Mikaela Torres
Darcy Ellis
John Vallejo

Approved - 8/30/2022
Approved - 8/30/2022
Final Approval - 8/30/2022

RESOLUTION NO. 2022-29

**A RESOLUTION OF THE BOARD OF SUPERVISORS
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
CONFIRMING AND RATIFYING THE DECLARATION BY THE DIRECTOR OF
EMERGENCY SERVICES FOR THE COUNTY OF INYO, PROCLAIMING THE
EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

WHEREAS, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

WHEREAS, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

WHEREAS, known road damage and destruction poses a threat to persons and property; and

WHEREAS, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

WHEREAS, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

WHEREAS, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

WHEREAS, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park; and,

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County. Subject to the ratification by the Inyo County Board of Supervisors; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on August 12, 2022, a copy of which is attached to this Resolution as Attachment A.

WHEREAS, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and south eastern portions of Inyo County; and,

Section 2: The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

Section 3: A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

Section 4: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

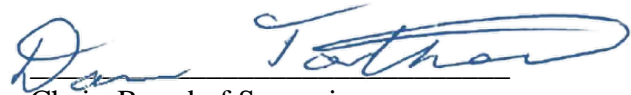
APPROVED AND ADOPTED on this 16th day of August, 2022, by the Inyo County Board of Supervisors, County of Inyo:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Totheroh

NOES: -0-


ABSTAIN: -0-

ABSENT: -0-



Chair, Board of Supervisors
County of Inyo

ATTEST: Leslie L. Chapman
Clerk of the Board

By: 
Assistant Clerk of the Board



COUNTY OF INYO
ADMINISTRATOR'S OFFICE
LESLIE L. CHAPMAN
COUNTY ADMINISTRATIVE OFFICER



**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, a severe thunderstorm system has swept over portions of Inyo County on or about the week of August 1, 2022; and

WHEREAS, this weather pattern has culminated, to date, with the most violent portion of the storm occurring on August 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south and south eastern portions of Inyo County; and,

WHEREAS, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

WHEREAS, known road damage and destruction poses a threat to persons and property; and

WHEREAS, road damage from the emergency event resulted in the closure of nearly the entirety of Death Valley National Park, and extends beyond the Death Valley roads, affects other County and State highways, and may take months and at least hundreds of thousands of dollars to repair; and,

WHEREAS, these monsoonal weather conditions threatened lives, stranded motorists and tourists and other travelers throughout portions of the County, damaged and destroyed County roads and State highways and routes, damaged and destroyed the property and infrastructure serving local businesses; and,

WHEREAS, Death Valley National Park attracts millions of visitors each year, and serves as a critical east-west transportation corridor for travelers passing through the park each year; and,

WHEREAS, severe economic hardship will occur to local businesses, the National Park Service and the County due to the closure of Death Valley National Park and the lack of services and access to the heavily damaged and impacted Death Valley National Park and,

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by extreme flash flooding, commencing on August 5, 2022, at which time the Board of Supervisors was not in session; and,

WHEREAS, these damages caused by these conditions are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

BE IT FURTHER RESOLVED AND REQUESTED that Governor of the State of California proclaim a State Emergency in Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

DECLARED this 12th day of August, 2022, by the Director of Emergency Services of the County of Inyo.



Leslie Chapman, County Administrative Officer
Director of Emergency Services
County of Inyo, State of California



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Mikaela Torres

SUBJECT: Continuation of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation to continue the local emergency that was proclaimed in response to the Fairview Fire in July 2022.

SUMMARY/JUSTIFICATION:

During your July 19, 2022 Board of Supervisors meeting, your Board took action to approve Resolution 2022-24, ratifying the Director of Emergency Service's July 8 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the July 8 structural and vegetation Fairview Fire.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2022-24 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Resolution No. 2022-24

APPROVALS:

Darcy Ellis
Mikaela Torres
John Vallejo

Created/Initiated - 8/30/2022
Approved - 8/30/2022
Approved - 8/30/2022

Leslie Chapman
Darcy Ellis

Approved - 8/31/2022
Final Approval - 8/31/2022

RESOLUTION NO. 2022-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
RATIFYING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County. Subject to the ratification by the Inyo County Board of Supervisors; and,

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by a structural fire and subsequent wildfire, commencing on July 8, 2022, at which time the Board of Supervisors was not in session; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on July 8, 2022, a copy of which is attached to this Resolution as Attachment A.

WHEREAS, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the proclamation of a local emergency by the Director of Emergency Services of the Inyo County is hereby ratified, and that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

APPROVED AND ADOPTED on this 12th day of July, 2022, by the Inyo County Board of Supervisors, County of Inyo:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Tothoroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Chair

Inyo County Board of Supervisors

ATTEST:

Leslie L. Chapman, Clerk of the Board

By: _____

Assistant Clerk of the Board



**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and,

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and,

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect; and,

WHEREAS, the Director of Emergency Services does hereby find that conditions extreme peril to the safety of persons and property have arisen within the county, caused by a structural fire and subsequent wildfire commencing on July 8, 2022; and,

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency, and these conditions are or are likely to continue and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

WHEREAS, these conditions are predicted to continue for another week and are likely to be beyond the control of the services, personnel, equipment, facilities and fiscal resources of the County of Inyo; and,

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the Inyo County Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, Chapter 2.56 of the Inyo County Code, and such other orders as this Board may make during said emergency.

BE IT FURTHER RESOLVED, PROCLAIMED, AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

DECLARED this 8th day of July, 2022, by the Director of Emergency Services of the County of Inyo.



Leslie Chapman, County Administrative Officer
Director of Emergency Services
County of Inyo, State of California



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Emergency Services

SUBJECT: Termination of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation to terminate the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near record snowpack in 2017 posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY/JUSTIFICATION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board conclude this review and move the County from the Response stage to the Recovery stage of the Here It Comes Emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Resolution No. 2017-15 Amended

APPROVALS:

Darcy Ellis
Mikaela Torres
John Vallejo
Leslie Chapman
Darcy Ellis

Created/Initiated - 7/11/2022
Approved - 8/30/2022
Approved - 8/30/2022
Approved - 8/31/2022
Final Approval - 8/31/2022

AMENDED - RESOLUTION NO. 2017-15

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY, KNOWN AS THE 'HERE IT COMES'
EMERGENCY, RESULTING FROM 2017 PRECIPITATION AND PROJECTED SPRING RUNOFF
CONDITIONS**

WHEREAS, Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to request the Board of Supervisors to proclaim the existence or threatened existence of a “local emergency” and recommend that the Chairman of the Board of Supervisors request the Governor to proclaim a “state of emergency” when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency; and,

WHEREAS, California Government Code section 8558(c) defines a “local emergency” as the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission; and,

WHEREAS, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2017 bringing record amounts of snow and rain to Inyo County; and,

WHEREAS, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the Rocky Road Emergency; and,

WHEREAS, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 23, and March 7, 2017, and the President of the United States approving major disaster declarations on February 14, and March 16, 2017; and,

WHEREAS, the City of Los Angeles Department of Water and Power (LADWP) has reported that the precipitation from these 2017 storm events have produced a snowpack equal to 241 percent of normal-to-date as of March 15, 2017; and,

WHEREAS, the State of California Department of Water Resources March 1, 2017 Summary of Water Conditions reports that the South Lahontan Hydrologic Region had 255% of normal-to-date snowpack water equivalent on March 1, 2017, which is forecast to produce 195% of normal April through July runoff; and,

WHEREAS, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

WHEREAS, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges and campgrounds; and,

WHEREAS, in anticipation of the effects of the 2017 runoff, the County of Inyo Office of Emergency Services has convened meetings to conduct pre-planning and increased readiness with LADWP and other allied agencies, including the City of Bishop, Southern California Edison, Caltrans, local Indian Tribes, National Park Service, California Department of Fish and Wildlife, Lahonton Water Board, local water associations, local volunteer fire departments, California Highway Patrol, Great Basin Unified Air Pollution Control District, Bureau of Land Management and Cal Fire, on March 8, March 15, March 24, April 3, April 17, May 1, May 15, June 6, June 12 and June 26, 2017, and will continue these efforts as long as emergency conditions persist; and,

WHEREAS, based on its current forecasts, LADWP estimates that overall April, 2017 through March, 2018 runoff in the Owens River drainage will be 750,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

WHEREAS, the LADWP is still assembling historic runoff and weather data from similar record snowpack years of 1969 and 1983 to model weather conditions and peak daily creek flows, and this data is essential for developing likely flood scenarios that could threaten private, Tribal and public property and infrastructure; and,

WHEREAS, the County is partnering with LADWP and SCE to create a process for the collection and integration of river, creek, dam and reservoir flow data to assist in the development of future river forecasting for the Owens Valley; and,

WHEREAS, there are gaps in the data that is available to properly develop a model in forecasting what this year's record runoff will produce; and,

WHEREAS, the coordinated efforts of integrating the multi-agency historic and real time flow data will provide the California Nevada River Forecast Center the information needed to create an accurate model for future river forecasting throughout the Owens Valley; and,

WHEREAS, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

WHEREAS, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

WHEREAS, the County of Inyo is not a flood control agency and does not have a flood control district; and,

WHEREAS, the ability to avoid or minimize flooding associated with runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

WHEREAS, in 1983, LADWP diversion structures and by-passes on Big Pine and Lone Pine creeks failed, flooding neighboring Tribal lands and damaging County roads and State Highway 395; and,

WHEREAS, based on LADWP maps showing water spreading associated with the 1969 runoff, the spreading of water associated with 241-percent of normal-to-date snowpack and 750,000 to 1 million acre-feet of runoff will likely create conditions on lands owned by the City of Los Angeles whereby filled spreading basins and standing water throughout the Owens Valley will promulgate mosquitoes and other vector associated diseases such as West Nile Virus and risks to public health; and,

WHEREAS, it is critical that LADWP updates its water spreading maps as time and resources permit for future reference, to reflect and include the 2017 runoff data that was collected and recorded; and,

WHEREAS, Inyo County's Owens Valley Mosquito Abatement District typically treats 1,700 acres of land each year and, based on projected run-off in 2017 and 1969 water spreading maps, projects that it will need to treat and monitor 15,000 acres of land, well beyond the reach of its staff, equipment and fiscal resources; and,

WHEREAS; the spreading of water during the 1969 runoff propelled the propagation of salt cedar (*Tamarix ramosissima*) and other invasive plant species; and,

WHEREAS, a salt cedar tree is a non-native tree that, when mature, can consume 200-gallons of water per day, and the County of Inyo and LADWP have cooperated in funding over \$5,000,000 for a salt cedar control program that has resulted in thousands of acres of salt cedar being eradicated since 1992; and,

WHEREAS, other invasive weeds, such as perennial pepperweed which has been managed for more than 25 years in the Owens Valley costing in excess of \$10,000,000, can rapidly colonize in flooded areas and take decades to remove once established causing economic and ecological damage; and,

WHEREAS, the City of Los Angeles has spent over \$1 Billion dollars to meet its legal obligations to control dust emissions on Owens Dry Lake and protect the public health and safety, and LADWP's associated dust control infrastructure is threatened by potential inundation; and,

WHEREAS, LADWP's necessary releases from reservoirs in Mono and Inyo counties to create capacity for the 2017 runoff and prevent water spilling over Long Valley Dam and Pleasant Valley Dam have resulted in high river flows and erosion below Pleasant Valley Dam that currently threatens public safety, has caused the relocation of vault toilets and has impacted camp sites at the Pleasant Valley Campground; and,

WHEREAS, on March 20, 2017, the Mayor of Los Angeles proclaimed that a local emergency now exists throughout the lands adjacent to the City's Los Angeles Aqueduct, its water gathering facilities, its water delivery facilities, and its air quality control facilities located in Mono, Inyo, Kern and Los Angeles Counties and in the City of Los Angeles; and,

WHEREAS, pursuant to California Government Code section 8558(c) the proclamation of a local emergency by the City of Los Angeles only pertains to the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the City of Los Angeles and thereby has no force or effect in the County of Inyo; and,

WHEREAS, the County of Inyo and LADWP, along with all allied agencies in the County, have always cooperated and provided mutual assistance during local emergencies in Inyo County; and,

WHEREAS, by its definition, the proclamation of a "local emergency" in the City of Los Angeles means the conditions of disaster or of extreme peril to the safety of property and persons associated with the 2017 runoff are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley; and,

WHEREAS, 2017 runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal and public property; by damaging and/or destroying infrastructure including a portion of Round Valley Road and Pine Creek Bridge, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

WHEREAS, projected run-off conditions necessitating this Local Emergency Proclamation materialized on May 16, 2017, with the LADWP's activation of the Bishop Creek by-pass and have since grown in magnitude and consequence with increasingly high temperatures; and,

WHEREAS, the County of Inyo and its allied agencies, including LADWP, are now and have been actively responding to the emergency created by run-off conditions; and,

WHEREAS, run-off conditions have now closed eight (8) County roads, destroyed the Pine Creek Bridge, begun to undermine the Bishop Creek by-pass structure essential for diverting flood waters around the City of Bishop, impacted private and public property, including the viability for local businesses, and these impacts and damages continue to grow as flood waters are not receding and not expected to recede for weeks; and,

WHEREAS, flooding, and water spreading activities necessary to minimize potential flooding have resulted in the creation of mosquito and invasive species habitat that are beyond the capabilities of Inyo County staff and resources to immediately and effectively and thoroughly treat, thereby creating public health and environmental threats; and,

WHEREAS, proactively preparing, mitigating and responding to the threatened effects of the 2017 runoff has helped, to date, to minimize flooding and damage to public and private property that would otherwise occurred if these measures had not been taken, and ensure the relative safety and enjoyment of millions of visitors that have come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protected the County's tourism economy; and,

WHEREAS, if the threatened effects of the 2017 runoff continues to impact the Owens Valley and are deemed beyond the control of the services, personnel, equipment, and facilities of the City of Los Angeles and LADWP, including its operations in the Owens Valley, the effects of the 2017 runoff are certainly beyond the resources of the County of Inyo and its other allied agencies; and,

WHEREAS, the Director of Emergency Services for the County of Inyo has found that the increased threatening conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the current runoff from precipitation events in 2017, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo.

NOW, THEREFORE, BE IT RESOLVED, that the Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as the result of 2017 weather events and heavy runoff conditions; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors hereby directs the staff of the County of Inyo to cooperate with and assist the City of Los Angeles Department of Water and Power in managing its water resources in the Owens Valley during the 2017 runoff to prioritize the protection of persons and private, Tribal and public property and infrastructure in the communities of Inyo County; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor's Office of Emergency Services concur in this declaration of a Local Emergency; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors request that this amended emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance available to mitigate and recover from the damages and effects of the 2017 runoff to the safety of property and persons in Inyo County including threats to private, Tribal and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including that available under the California Disaster Assistance Act (CDAA); and,

BE IT FURTHER RESOLVED, that the Governor's Office of Emergency Services provide, without further delay, the County of Inyo with two flood fight containers from the Department of Water Resources, first offered to and requested by the County in 2015; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors hereby reiterates that all requests for State assistance, and the provision of any State assistance sought or provided in response to this Local Emergency, including regulatory waivers and permissions from local and State agencies, be coordinated and approved through the County's Unified Command and, whenever possible, through the Inyo County Board of Supervisors as the governing body of the Inyo County Operational Area; and,

BE IT FURTHER RESOLVED, that the Inyo County Board of Supervisors authorizes the Director of Emergency Services or his designee to make any changes to this emergency proclamation that may be requested by the Governor's Office of Emergency Services; and,

BE IT FURTHER RESOLVED, that pursuant to California Government Code Section 8630(c), the Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of the earliest possible date that conditions warrant.

PASSED AND ADOPTED this 27th day of June, 2017, by the following vote of the Inyo County Board of Supervisors:

AYES: -5-
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-



Chairperson, Inyo County Board of Supervisors

Attest: *Kevin D. Carunchio*
Clerk of the Board

By: 

Darcy Ellis, Assistant



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Aaron Holmberg

SUBJECT: Proposed Ordinance Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County

RECOMMENDED ACTION:

Request Board waive further reading of proposed Ordinance 1287, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsection (B) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County," and schedule enactment for September 20, 2022, in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

Chapter 1.28 of the Inyo County Code provides procedures for the presentation of monetary claims against the County, in accordance with applicable state law. Section 1.28.040 of the Code delegates authority to the County Risk Manager, County Counsel, and County Administrative Officer to compromise or settle claims for or against the County, within certain monetary limits.

Specifically, under subsection (b) of Section 1.28.040, the Risk Manager has \$10,000 of settlement authority but can approve claims of \$20,000 with concurrence of County Counsel, and can approve claims up to \$30,000 with the concurrence of the County Counsel and the County Administrative Officer. And under subsection (c) of Section 1.28.040, in cases where litigation has been filed, the County Counsel can settle the underlying claim in an amount not to exceed \$20,000 with the occurrence of the Risk Manager, and in an amount not to exceed \$30,000 with the concurrence of both the Risk Manager and the County Administrative Officer.

For policy considerations such as administrative convenience and efficiency, as well as to line-up with the newly revised County Purchasing Policy, staff is recommending subsection (b) of Section 1.28.040 to be updated so that the Risk Manager has \$30,000 of settlement authority but can approve claims of \$40,000 with concurrence of County Counsel, and can approve claims up to \$50,000 with the concurrence of the County Counsel and the County Administrative Officer.

Similarly, and again for administrative convenience and efficiency, as well as to line-up with the newly revised County Purchasing Policy, staff is recommending subsection (c) of Section 1.28.040 be updated so that the County Counsel can settle an underlying claim in an amount not to exceed \$40,000 with the occurrence of the Risk Manager, and in an amount not to exceed \$50,000 with the concurrence of both the Risk Manager and the County Administrative Officer. These updates to subsections (b) and (c) remain in compliance with the maximum

allowed under Government Code section 935.4. Note that the existing language regarding acceptance of late claims is being carried forward without change.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This section of 1.28 was last updated in 2020. The current proposed update comes on the heels of the recent purchasing police update and brings the settlement authority to the limit of the government code.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to introduce, read title, waive further reading, and schedule enactment of the proposed ordinance. Or your Board could alternatively adjust the monetary limits in the proposed ordinance. Both options are entirely within the Board prerogative and discretion.

OTHER AGENCY INVOLVEMENT:

County Counsel and Risk Management worked together on this item.

FINANCING:

This item represents no change to how settlements are funded.

ATTACHMENTS:

1. Proposed Ordinance Amending 1.28.040

APPROVALS:

Aaron Holmberg	Created/Initiated - 8/23/2022
Darcy Ellis	Approved - 8/24/2022
Grace Chuchla	Approved - 8/24/2022
John Vallejo	Approved - 8/24/2022
Amy Shepherd	Approved - 8/24/2022
Aaron Holmberg	Approved - 8/24/2022
Leslie Chapman	Final Approval - 8/31/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 1.28.04 OF THE INYO COUNTY CODE PERTAINING TO CLAIM SETTLEMENT AUTHORITY

WHEREAS, section 1.28.040 of the Inyo County Code delegates authority to the Risk Manager and the County Counsel—in conjunction with other County personnel—to settle certain claims presented to the County and certain lawsuits filed against the County; and

WHEREAS, the Board of Supervisors wishes to modify the authority delegated in section 1.28.040;

WHEREAS, Government Code section 935.4 permits the Board of Supervisors to delegate claim settlement authority for any claim that does not exceed \$50,000.

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 1.28.040 of the Inyo County Code is amended in its entirety to read as follows:

“A. The risk manager is directed and authorized to return or reject any and all claims presented to the county, including applications to present a late claim.

B. The risk manager is authorized to allow, compromise or settle claims and accept applications to present a late claim prior to initiation of any litigation against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed thirty thousand dollars, the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds thirty thousand dollars, but does not exceed forty thousand dollars, the risk manager, with the concurrence of the county counsel, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

3. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds forty thousand dollars, but does not exceed fifty thousand dollars, the risk manager, with the concurrence of both the county counsel and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim.

C. The county counsel is authorized to allow, compromise or settle claims and accept applications to present late claims after litigation or suit has been filed against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed forty thousand dollars, the county counsel, with concurrence of the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds forty thousand dollars, but does not exceed fifty thousand dollars, the county counsel, with the concurrence of both the risk manager and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

3. The authority granted to the county counsel to allow, compromise or settle a claim or late claim within the limitations set forth in subsections (C)(1) and (C)(2) of this section, includes the authority to waive the county's rights to seek recovery of its costs, including attorneys' fees, as a condition of any allowance, compromise, settlement or dismissal of a claim or late claim against the county.

D. Upon the written order of the risk manager or county counsel as authorized by subsections B and C of this section, the auditor-controller of Inyo County shall cause a check to be issued upon the treasury of the county in the amount for which a claim or lawsuit against the county has been allowed, compromised or settled.”

SECTION II: 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 same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:
Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 16, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 8/26/2022
Final Approval - 8/26/2022

Agenda

County of Inyo Board of Equalization

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

September 6, 2022

- 1:00 P.M.**
1. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of August 16, 2022.
 2. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
 3. **STIPULATION AGREEMENTS** – Request Board approved the stipulation agreements for the following:
 - Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts; and
 - Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts
 4. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, and 2020-21, concerning Assessor Parcel Nos. 0412800700 and 0412800200, submitted by Xanterra Parks & Resorts, Inc.
 5. **ADJOURN**

MINUTES

County of Inyo Board of EQUALIZATION

August 16, 2022

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:47 p.m., on Tuesday, August 16, 2022, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present via teleconference: Supervisor Jeff Griffiths, presiding, Dan Totheroh, Rick Pucci, Jennifer Roeser, and Matt Kingsley. Also present: County Administrator Leslie Chapman, County Counsel John Vallejo, Office Clerk Hayley Carter, and Assistant Clerk of the Board Darcy Ellis.

Election of Officers Moved by Supervisor Kingsley and seconded by Supervisor Roeser to elect Chairperson Totheroh as the Chairperson of the Board of Equalization for Calendar 2022. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to elect Supervisor Roeser the Vice Chair of the Board of Equalization for Calendar 2022. Motion carried unanimously.

Approval of Minutes Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meeting of December 14, 2021. Motion carried unanimously.

Oaths The Assistant Clerk of the Board administered an oath to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office.

Assessment Appeal Hearing – No. 2020-28 – Denied The Board was set to consider Assessment Appeal No. 2020-28, concerning Assessor Parcel No. 011-240-17, submitted by 151 Pioneer Ave LLC. It was determined that despite being sent a notice of the hearing, nobody was in attendance to represent the appellants. Moved by Supervisor Roeser and seconded by Supervisor Griffiths to deny Assessment Appeal Application No. 2020-28, for lack of appearance. Motion carried unanimously.

Adjournment The Chairperson adjourned the Board of Equalization meeting at 1:54 p.m.

Chairperson, Inyo County Board of Equalization

*Attest: LESLIE L. CHAPMAN
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF INYO, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

Xanterra Parks & Resorts, Inc.
NAME OF APPLICANT

2020-02

APPLICATION NUMBER(S)
0412800700
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	905151	905151	905151	0
IMPROVEMENTS/ STRUCTURES	25644231	12822116	21882719	3761512
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	26549382	13727267	22787870	3761512
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

3. The facts upon which the change in assessed value is based are as follows:

Reference Attachment A

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ <i>Lonnie S. Clark</i>	DATE EXECUTED 9/2/2022
NAME OF AUTHORIZED SIGNER Lonnie S. Clark	TITLE CFO & Treasurer

FILING STATUS

- OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶ <i>Dave Stottlemire</i>	PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL John-Carl Vallejo

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
 The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

Attachment A

Xanterra Parks & Resorts, Inc.

Parcel 0412800700

Stipulation Agreement

Page 2, Item 3

Appeal 2020-02 relates to the supplemental assessment concerning improvements made to the Inn at Furnace Creek. These improvements included multiple new construction and renovations projects of Public Space: Structures and Landscaping, Mission Ruins: Structure and Landscaping, Casitas: Structures and Landscaping, Cooling Shed, Fitness Center, Kitchen renovation, Hotel and Guest Room renovations for parcel 0412800700. This assessment was based on an estimate of value for new construction completed for the 2018-2019 assessment year using a modified version of the Cost Approach to value.

Pursuant to Revenue and Taxation Code section 70 and Property Tax Rule 463, remodeling and repairs that are part of normal maintenance or cosmetic are not generally considered assessable whereas new additions that increase the square footage or add new improvements that didn't exist before are assessable.

What constitutes new construction is a determination made on a case by case basis, taking into account a variety of factors.

In this case, it was determined that the Kitchen, Hotel and Guest Room renovations were not demolished so much that the improvements constituted upgrades that essentially brought the property into a "like new" condition or converted it to a different use. Significant utility code upgrades were required due to the age of the building which would have been qualified maintenance under the pre-renovated structure. Further, new items to replace old items which provide the same or similar function were installed and cosmetic improvements were made throughout and were determined non-assessable new construction. Adjustments based on these facts had not been made. The new values stipulated above reflect the assessable portion of completed new construction and removes those portions of the new construction that have been determined not assessable.

Acceptance of this agreement requires that the Applicant withdraw appeal application items 2020-03 and 2020-20.

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF INYO, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

2020-04

APPLICATION NUMBER(S)

Xanterra Parks & Resorts, Inc.
NAME OF APPLICANT

0412800200

PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	713167	713167	713167	0
IMPROVEMENTS/ STRUCTURES	28768760	14384380	23675277	5093483
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	29481927	15097547	24388444	5093483
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

3. The facts upon which the change in assessed value is based are as follows:

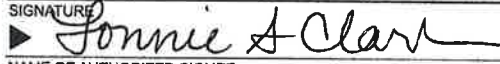


Reference Attachment A

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 	DATE EXECUTED 9/2/2022
NAME OF AUTHORIZED SIGNER Lonnie S. Clark	TITLE CFO & Treasurer
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE	
SIGNATURE OF COUNTY ASSESSOR 	PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL 	PRINT NAME OF COUNTY COUNSEL John-Carl Vallejo

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

Attachment A

Xanterra Parks & Resorts, Inc.
Parcel 0412800200
Stipulation Agreement
Page 2, Item 3

Appeal 2020-04 relates to the supplemental assessment concerning improvements made to the Ranch at Furnace Creek. These improvements included multiple new construction projects of Registration Building: Structure and Landscaping, Date Grove Diner and Retail/Restaurant renovation with a partial basement addition for parcel 0412800200. This assessment was based on an estimate of value for new construction completed for the 2018-2019 assessment year using a modified version of the Cost Approach to value.

Pursuant to Revenue and Taxation Code section 70 and Property Tax Rule 463, remodeling and repairs that are part of normal maintenance or cosmetic are not generally considered assessable whereas new additions that increase the square footage or add new improvements that didn't exist before are assessable.

What constitutes new construction is a determination made on a case by case basis, taking into account a variety of factors.

In this case, it was determined that the portion of the Retail/Restaurant renovation was not demolished so much that the improvements in the building were converted to a different use. Significant utility code upgrades were required due to the age of the building which would have been qualified maintenance under the existing structure. Further, new items to replace old items which provide the same or similar function were installed and cosmetic improvements were made throughout and were determined non-assessable new construction. Adjustments based on these facts had not been made. The new values stipulated above reflect the assessable portion of completed new construction and removes those portions of the new construction that have been determined not assessable.

Acceptance of this agreement requires that the Applicant withdraw appeal application items 2020-05 and 2020-21.

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only

2020-02

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

XANTERRA PARKS & RESORTS, INC.

EMAIL ADDRESS

kscott@xanterra.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

6312 S. FIDDLERS GREEN CIR., #600 N.

CITY

GREENWOOD VILLAGE

STATE

CO

ZIP CODE

80111

DAYTIME TELEPHONE

(303) 600-3467

ALTERNATE TELEPHONE

()

FAX TELEPHONE

()

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

EMAIL ADDRESS

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY

STATE

ZIP CODE

DAYTIME TELEPHONE

()

ALTERNATE TELEPHONE

()

FAX TELEPHONE

()

AUTHORIZATION OF AGENT

AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)

0412800700

ASSESSMENT NUMBER (if applicable)

0412800700

ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)

PROPERTY ADDRESS OR LOCATION

HWY 190 FURNACE CREEK, CA

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

AGRICULTURAL

POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

MANUFACTURED HOME

VACANT LAND

COMMERCIAL/INDUSTRIAL

WATER CRAFT AIRCRAFT

OTHER: HOTELS

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	905,151	905,151	
IMPROVEMENTS/STRUCTURES	25,644,231	12,822,116	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	26,549,382	13,727,267	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED
 JUN 10 11:54

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: 04/17/2020 ROLL YEAR: 2018/2019
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of 12/31/2018 is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

Jonnie S. Clark

SIGNED AT (CITY, STATE)

GREENWOOD VILLAGE, CO

DATE

6-2-2020

NAME (Please Print)

Lonnie S. Clark

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

The State Board of Equalization has prepared a pamphlet to assist you in completing this application. You may download a copy of Publication 30, *Residential Property Assessment Appeals*, at www.boe.ca.gov/proptaxes/asmappeal.htm or contact the clerk of your local board for a copy.

Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

An application may be amended until 5:00 p.m. on the last day upon which the application might have been timely filed. After the filing period, an invalid or incomplete application may be corrected at the request of the clerk or amendments may be made at the discretion of the board. Contact the clerk for information regarding correcting or amending an application.

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The following instructions apply to the corresponding sections on the application form. Please type or print in ink all information on the application form.

SECTION 1. APPLICANT INFORMATION

Enter the name and mailing address of the applicant as shown on the tax bill or notice. If the applicant is other than the assessee (e.g., lessee, trustee, party affected), attach an explanation. NOTE: An agent's address may not be substituted for that of the applicant.

SECTION 2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT

Provide the contact information for an agent, attorney, or relative if filing on behalf of the applicant. You are not required to have professional representation. If you have an agent to assist you, the applicant must complete the Agent Authorization portion of this form or attach an authorization which includes the information indicated below.

AUTHORIZATION OF AGENT

If the agent is not a California-licensed attorney or one of the relatives indicated in the certification section, you must complete this section, or an agent's authorization may be attached to this application. An attached authorization must contain all of the following information.

- The date the authorization is executed.
- A statement that the agent is authorized to sign and file applications in the calendar year of the application.
- The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located within the county that the application is being filed.
- The name, address, and telephone number of the agent.
- The applicant's signature and title.
- A statement that the agent will provide the applicant with a copy of the application.

SECTION 3. PROPERTY IDENTIFICATION INFORMATION

Enter the Assessor's Parcel Number from your assessment notice or from your tax bill. If the property is personal property (e.g., an aircraft or boat), enter the account/tax bill number from your tax bill. Enter a brief description of the property location, such as street address, city, and zip code, sufficient to identify the property and assessment being appealed.

SECTION 4. VALUE

COLUMN A. Enter the amounts shown on your assessment notice or tax bill for the year being appealed. Personal Property includes all water craft (boats, vessels, jet-skis), airplanes, and business personal property. If you are appealing a current year assessment (base year or decline in value) and have not received an assessment notice, or are unsure of the values to enter in this section, please contact the assessor's office. If you are appealing a calamity reassessment, penalty assessment, or an assessment related to a change in ownership, new construction, roll change, or escape assessment, refer to the assessment notice you received.

COLUMN B. Enter your opinion of value for each of the applicable categories. **If you do not state an opinion of value, it will result in the rejection of your application.**

COLUMN C. This column is for use by the appeals board. **Do not enter anything in this column.**

SECTION 6. TYPE OF ASSESSMENT BEING APPEALED

Check only one item per application. Check the item that best describes the assessment you are appealing.

Regular Assessment filing dates are: (1) July 2 through September 15 for all property located in the county provided the county assessor sent a notice of assessed value by August 1 to all assessees with real property on the local roll; or (2) July 2 through November 30 for all property located in the county if the county assessor did not send notices of assessed values. Filing deadlines may be viewed at www.boe.ca.gov/proptaxes/pdf/filingperiods.pdf.

Check the **Regular Assessment** box for:

- Decline in value appeals (value as of January 1 of current year).
- Change in ownership and new construction appeals when the 60 day filing period for a supplemental assessment appeal has been missed, provided the following January 1 after change of ownership or new construction has passed.

Supplemental Assessment filing dates are within 60 days after the mailing date printed on the supplemental notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later. Check the **Supplemental Assessment** box for:

- Change in ownership and new construction appeals filed **within 60 days** of the mailing date printed on the supplemental assessment notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later.

Roll Change/Escape Assessment/Penalty Assessment filing dates are within 60 days after the mailing date printed on the assessment notice, or the postmark date of the notice, whichever is later. **Calamity Reassessment** filing dates are within six months after the mailing of the assessment notice. Check the **Roll Change/Escape Assessment/Calamity Reassessment** box for:

- Roll corrections.
- Escape assessments, including those discovered upon audit.
- Penalty Assessments
- Property damaged by misfortune or calamity, such as a natural disaster.

For **Supplemental and Roll Change/Escape Assessment/Calamity Reassessment** appeals, indicate the roll year and provide the date of the notice or date of the tax bill. Typically, the roll year is the fiscal year that begins on July 1 of the year in which you file your appeal. **It is required that you attach a copy of the supplemental or escape assessment notice or tax bill.**

SECTION 6. REASON FOR FILING APPEAL (FACTS)

Please check the item or items describing your reason(s) for filing this application. You may attach a brief explanation if necessary. Evidence must be presented at the hearing; do not attach hearing evidence to this application.

A **Decline in Value** appeal means that you believe the market value of the property on January 1 of the current year is less than the assessed value for the property. If you select **Decline in Value**, be advised that the application will only be effective for the one year appealed. Subsequent years will normally require additional filings during the regular assessment appeal filing period.

In general, **base year** is either the year your real property changed ownership or the year of completion of new construction on your property; **base year value** is the value established at that time. The **base year value** may be appealed during the regular filing period for the year it was placed on the roll or during the regular filing period in the subsequent three years.

Calamity Reassessment includes damage due to unforeseen occurrences such as fire, earthquake, and flood, and does not include damages that occur gradually due to ordinary natural forces. An appeal application may only be filed after you have (1) filed a request for reassessment due to a calamity with the assessor; and (2) you have received a notice from the assessor in reply to that request for reassessment.

Only applications filed for **penalties** imposed by the assessor can be removed by the board. A penalty assessed by the tax collector cannot be removed by the appeals board; for example, late charges on payments.

For **classification** of property, indicate whether you are appealing only an item, category, or class of property. Please attach a separate sheet identifying what property will be the subject of this appeal. **Allocation** of value is the division of total value between various components, such as land and improvements.

Appeal after an Audit must include a complete description of each property being appealed, and the reason for the appeal. Contact the clerk to determine what documents must be submitted. If not timely submitted, it will result in the denial of your application.

SECTION 7. WRITTEN FINDINGS OF FACTS

Written findings of facts are explanations of the appeals board's decision, and will be necessary if you intend to seek judicial review of an adverse appeals board decision. Findings of facts can only be requested if your appeal is heard before a board and if made in writing at any time prior to the commencement of the hearing. Failure to pay the required fees prior to the conclusion of the hearing will be deemed a waiver of the request. Requests for a tape recording or transcript **must** be made no later than 60 days after the final determination by the appeals board. Contact the clerk to determine the appropriate fee; do not send payment with your application.

SECTION 8. DESIGNATION AS CLAIM FOR REFUND

Indicate whether you want to designate this application as a claim for refund. If action in superior court is anticipated, designating this application as a claim for refund may affect the time period in which you can file suit. NOTE: If for any reason you decide to withdraw this application, that action will also constitute withdrawal of your claim for refund.

CERTIFICATION - Check the box that best describes your status as the person filing the application.

REQUESTS FOR EXCHANGE OF INFORMATION

You may request an "exchange of information" between yourself and the assessor regardless of the assessed value of the property. If the assessed value of the property exceeds \$100,000, the assessor may initiate an "exchange of information" (Revenue and Taxation Code section 1606). Such a request may be filed with this application or may be filed any time prior to 30 days before the commencement of the hearing on this application. The request **must** contain the basis of your opinion of value. Please include comparable sales, cost, and income data where appropriate to support the value. In some counties, a list of property transfers may be inspected at the assessor's office for a fee not to exceed \$10. The list contains transfers that have occurred within the county over the last two years.

NOTICE OF SUPPLEMENTAL ASSESSMENT

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

County of Inyo
Dave Stottlemire, Assessor

PO Box J
 Independence, CA 93526
 inyoassessor@inyocounty.us
 (760) 878-0302

XANTERRA PARKS & RESORTS
6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG CO 80111

DATE OF NOTICE: 04/17/2020

Assessor's Parcel Number: 0412800700

Situs Address: HWY 190

Date of Change of Ownership
 or **Completion of New Construction:** 12/31/2018

One or more supplemental assessments have been determined for the property shown above. Supplemental assessments are determined in accordance with the California Constitution, article XIII A, which generally requires a current market value reassessment of real property that has either undergone a change in ownership or is newly constructed.

As shown below, a supplemental assessment represents the difference between the property's "new base year value" (for example, current market value) and its existing taxable value. If the change in ownership or completion of new construction occurred between January 1 and May 31, two supplemental assessments are issued: one for the difference between the new base year value and the taxable value appearing on the current assessment roll, and another for the difference between the new base year value and the taxable value that will appear on the assessment roll being prepared.

If a supplemental assessment is a negative amount, the county auditor will make a refund of a portion of the taxes paid on assessments made on the current roll, or the roll being prepared, or both. A copy of the assessment roll is available for inspection by all interested parties during regular office hours.

YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor's staff. You may contact the Assessor's Office for an informal review at (760) 878-0302.

	CURRENT ROLL			ROLL BEING PREPARED		
	EXISTING VALUE	NEW BASE YEAR VALUE	SUPPLEMENTAL VALUE	EXISTING VALUE	NEW BASE YEAR VALUE	SUPPLEMENTAL VALUE
LAND	905,151	905,151	0			0
IMPROVEMENTS	24,081,113	25,644,231	1,563,118			0
TAXABLE VALUE	24,986,264	26,549,382	1,563,118	0	0	0
EXEMPTIONS						
HOMEOWNERS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
NET TOTAL	24,986,264	26,549,382	1,563,118	0	0	0

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

EXEMPTIONS

In general, any exemptions that have already been granted for this property remain in effect. If the assessee on the supplemental roll is eligible for an exemption of a greater amount and a claim is filed for the next assessment year, then the difference in the amount between the two exemptions shall be applied to the supplemental assessment. Any claim previously filed by the owner of a dwelling for either the homeowners' exemption or the disabled veterans' exemption also constitutes a claim for such exemption on the supplemental roll. If no claim for any of these exemptions has previously been filed or if you wish to file a claim for any other exemption, you may still be eligible for the exemption(s) if a claim is filed within 30 days after the date of this notice to receive the full amount of exemption for which you are eligible.

YOUR RIGHT TO APPEAL

You have the right to a formal appeal of the assessment which involves (1) the filing of a valid application, (2) a hearing before an appeals board and (3) a decision. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Board. You may contact the Clerk's Office at **(760) 878-0373**.

APPEAL FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general a formal appeal may be filed within 60 days after the date of this notice (printed on the other side) or the postmark date for the notice, whichever is later. Calamity reassessment filing dates are within six months after the mailing of the assessment notice.

An application is considered timely filed if (1) it is sent by U.S. mail and postmarked no later than the filing deadline or by another bona fide delivery service with the mailing date certified on the envelope or package, properly addressed with postage prepaid, OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed. You may also hand deliver the appeal application to the Clerk of the Board by the close of business on the deadline date.

In any case an application may be filed within 12 months following the month in which this notice is received if you and the Assessor agree that there is an error in assessment resulting from the Assessor's judgment in determining the value of the property AND a written stipulation is filed with the assessment appeals board.

ADDITIONAL APPEAL RIGHTS

Under article XIII A of the California Constitution the new base year value establishes a ceiling on the property's taxable value for subsequent assessment years. Once the new base year value is determined for each subsequent assessment year the Assessor will enroll the lower of (1) the property's new base year value adjusted annually for inflation by no more than 2 percent, or (2) the property's current market value taking into account declines in value due to damage, depreciation, obsolescence changes in market conditions, or other factors.

If no timely application is filed for the supplemental assessment, the new base year value may still be appealed. Specifically, an appeal of the new base year value may be filed during the regular appeals filing period for the current year or in any of the three following assessment years. The regular appeals filing period will begin on July 2 in each county and will end either on September 15 or November 30, depending on whether the County Assessor mails assessment notices to all taxpayers with property on the secured roll. You should contact the Clerk of the Board to determine the regular filing period. Any reduction made as the result of such an appeal will, however, apply only to the assessment year for which the appeal is filed and assessment years thereafter; neither the supplemental assessment nor the values for assessment years prior to the year for which the appeal was initially filed would be reduced.

EXCLUSIONS

Certain sales/transfers of property between parents and children and certain sales/transfers between grandparents and grandchildren may qualify for exclusion from reassessment thereby maintaining your lower property tax liability. Please contact our office at **(760) 878-0302** for further information.

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only 2020-03
--

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME XANTERRA PARKS & RESORTS, INC.					EMAIL ADDRESS kscott@xanterra.com	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 6312 S. FIDDLERS GREEN CIR., #600 N.						
CITY GREENWOOD VILLAGE	STATE CO	ZIP CODE 80111	DAYTIME TELEPHONE (303) 600-3467	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()	

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)					EMAIL ADDRESS	
COMPANY NAME						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)						
CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE	
			()	()	()	

AUTHORIZATION OF AGENT	<input type="checkbox"/> AUTHORIZATION ATTACHED	
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>		
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 0412800700	ASSESSMENT NUMBER (if applicable) 0412800700	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
PROPERTY ADDRESS OR LOCATION HWY 190 FURNACE CREEK, CA		DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input checked="" type="checkbox"/> OTHER: HOTELS
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	923,254	923,254	RECEIVED JUN 10 AM 11:51 2020
IMPROVEMENTS/STRUCTURES	25,787,465	12,893,733	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	26,710,719	13,816,987	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
- SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
- ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: 04/17/2020 **ROLL YEAR: 2019/2020
*Must attach copy of notice or bill, where applicable **Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of 12/31/2018 is incorrect.
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- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
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 - 1. All personal property/fixtures.
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 - Penalty assessment is not justified.
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 - 1. Classification of property is incorrect.
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 - 1. Amount of escape assessment is incorrect.
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- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

Lonnie S. Clark

SIGNED AT (CITY, STATE)

GREENWOOD VILLAGE, CO

DATE

6-2-2020

NAME (Please Print)

Lonnie S. Clark

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

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Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

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The following instructions apply to the corresponding sections on the application form. Please type or print in ink all information on the application form.

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SECTION 2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT

Provide the contact information for an agent, attorney, or relative if filing on behalf of the applicant. You are not required to have professional representation. If you have an agent to assist you, the applicant must complete the Agent Authorization portion of this form or attach an authorization which includes the information indicated below.

AUTHORIZATION OF AGENT

If the agent is not a California-licensed attorney or one of the relatives indicated in the certification section, you must complete this section, or an agent's authorization may be attached to this application. An attached authorization must contain all of the following information.

- The date the authorization is executed.
- A statement that the agent is authorized to sign and file applications in the calendar year of the application.
- The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located within the county that the application is being filed.
- The name, address, and telephone number of the agent.
- The applicant's signature and title.
- A statement that the agent will provide the applicant with a copy of the application.

SECTION 3. PROPERTY IDENTIFICATION INFORMATION

Enter the Assessor's Parcel Number from your assessment notice or from your tax bill. If the property is personal property (e.g., an aircraft or boat), enter the account/tax bill number from your tax bill. Enter a brief description of the property location, such as street address, city, and zip code, sufficient to identify the property and assessment being appealed.

SECTION 4. VALUE

COLUMN A. Enter the amounts shown on your assessment notice or tax bill for the year being appealed. Personal Property includes all water craft (boats, vessels, jet-skis), airplanes, and business personal property. If you are appealing a current year assessment (base year or decline in value) and have not received an assessment notice, or are unsure of the values to enter in this section, please contact the assessor's office. If you are appealing a calamity reassessment, penalty assessment, or an assessment related to a change in ownership, new construction, roll change, or escape assessment, refer to the assessment notice you received.

COLUMN B. Enter your opinion of value for each of the applicable categories. **If you do not state an opinion of value, it will result in the rejection of your application.**

COLUMN C. This column is for use by the appeals board. **Do not enter anything in this column.**

SECTION 5. TYPE OF ASSESSMENT BEING APPEALED

Check only one item per application. Check the item that best describes the assessment you are appealing.

Regular Assessment filing dates are: (1) July 2 through September 15 for all property located in the county provided the county assessor sent a notice of assessed value by August 1 to all assessees with real property on the local roll; or (2) July 2 through November 30 for all property located in the county if the county assessor did not send notices of assessed values. Filing deadlines may be viewed at www.boe.ca.gov/proptaxes/pdf/filingperiods.pdf.

Check the **Regular Assessment** box for:

- Decline in value appeals (value as of January 1 of current year).
- Change in ownership and new construction appeals when the 60 day filing period for a supplemental assessment appeal has been missed, provided the following January 1 after change of ownership or new construction has passed.

Supplemental Assessment filing dates are within 60 days after the mailing date printed on the supplemental notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later. Check the **Supplemental Assessment** box for:

- Change in ownership and new construction appeals filed **within** 60 days of the mailing date printed on the supplemental assessment notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later.

Roll Change/Escape Assessment/Penalty Assessment filing dates are within 60 days after the mailing date printed on the assessment notice, or the postmark date of the notice, whichever is later. **Calamity Reassessment** filing dates are within six months after the mailing of the assessment notice. Check the **Roll Change/Escape Assessment/Calamity Reassessment** box for:

- Roll corrections.
- Escape assessments, including those discovered upon audit.
- Penalty Assessments
- Property damaged by misfortune or calamity, such as a natural disaster.

For **Supplemental and Roll Change/Escape Assessment/Calamity Reassessment** appeals, indicate the roll year and provide the date of the notice or date of the tax bill. Typically, the roll year is the fiscal year that begins on July 1 of the year in which you file your appeal. **It is required that you attach a copy of the supplemental or escape assessment notice or tax bill.**

SECTION 6. REASON FOR FILING APPEAL (FACTS)

Please check the item or items describing your reason(s) for filing this application. You may attach a brief explanation if necessary. Evidence must be presented at the hearing; do not attach hearing evidence to this application.

A **Decline in Value** appeal means that you believe the market value of the property on January 1 of the current year is less than the assessed value for the property. If you select **Decline in Value**, be advised that the application will only be effective for the one year appealed. Subsequent years will normally require additional filings during the regular assessment appeal filing period.

In general, **base year** is either the year your real property changed ownership or the year of completion of new construction on your property; **base year value** is the value established at that time. The **base year value** may be appealed during the regular filing period for the year it was placed on the roll or during the regular filing period in the subsequent three years.

Calamity Reassessment includes damage due to unforeseen occurrences such as fire, earthquake, and flood, and does not include damages that occur gradually due to ordinary natural forces. An appeal application may only be filed after you have (1) filed a request for reassessment due to a calamity with the assessor; and (2) you have received a notice from the assessor in reply to that request for reassessment.

Only applications filed for **penalties** imposed by the assessor can be removed by the board. A penalty assessed by the tax collector cannot be removed by the appeals board; for example, late charges on payments.

For **classification** of property, indicate whether you are appealing only an item, category, or class of property. Please attach a separate sheet identifying what property will be the subject of this appeal. **Allocation** of value is the division of total value between various components, such as land and improvements.

Appeal after an Audit must include a complete description of each property being appealed, and the reason for the appeal. Contact the clerk to determine what documents must be submitted. If not timely submitted, it will result in the denial of your application.

SECTION 7. WRITTEN FINDINGS OF FACTS

Written findings of facts are explanations of the appeals board's decision, and will be necessary if you intend to seek judicial review of an adverse appeals board decision. Findings of facts can only be requested if your appeal is heard before a board and if made in writing at any time prior to the commencement of the hearing. Failure to pay the required fees prior to the conclusion of the hearing will be deemed a waiver of the request. Requests for a tape recording or transcript **must** be made no later than 60 days after the final determination by the appeals board. Contact the clerk to determine the appropriate fee; do not send payment with your application.

SECTION 8. DESIGNATION AS CLAIM FOR REFUND

Indicate whether you want to designate this application as a claim for refund. If action in superior court is anticipated, designating this application as a claim for refund may affect the time period in which you can file suit. NOTE: If for any reason you decide to withdraw this application, that action will also constitute withdrawal of your claim for refund.

CERTIFICATION - Check the box that best describes your status as the person filing the application.

REQUESTS FOR EXCHANGE OF INFORMATION

You may request an "exchange of information" between yourself and the assessor regardless of the assessed value of the property. If the assessed value of the property exceeds \$100,000, the assessor may initiate an "exchange of information" (Revenue and Taxation Code section 1606). Such a request may be filed with this application or may be filed any time prior to 30 days before the commencement of the hearing on this application. The request **must** contain the basis of your opinion of value. Please include comparable sales, cost, and income data where appropriate to support the value. In some counties, a list of property transfers may be inspected at the assessor's office for a fee not to exceed \$10. The list contains transfers that have occurred within the county over the last two years.



OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottlemire, Assessor
PO Box J
Independence, CA 93526

NOTICE OF PROPOSED ESCAPE ASSESSMENT

XANTERRA PARKS & RESORTS

6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG, CO 80111

DATE NOTICE MAILED 4/17 2020
ASSESSMENT # 0412800700
ESCAPE TAX YEAR 2019
ESCAPE #
TAX YEAR CREATED 2020
PARCEL # 0412800700
REVENUE & TAX CODE RTC 4831

OWNER(S) XANTERRA PARKS & RESORTS

PROPERTY ADDRESS HWY 190 FURNACE CREEK, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	923,254	923,254	0
Improvement	24,562,735	25,787,465	1,224,730
Net Taxable	25,485,989	26,710,719	1,224,730

REASON: Completed New Construction, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) It is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

THIS IS NOT A TAX BILL

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only 2020-04
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1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME XANTERRA PARKS & RESORTS, INC.	EMAIL ADDRESS kscott@xanterra.com
---	---

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
6312 S. FIDDLERS GREEN CIR., #600 N.

CITY GREENWOOD VILLAGE	STATE CO	ZIP CODE 80111	DAYTIME TELEPHONE (303) 600-3467	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
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2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
--	---------------

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE ()	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
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AUTHORIZATION OF AGENT	<input type="checkbox"/> AUTHORIZATION ATTACHED	
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>		
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 0412800200	ASSESSMENT NUMBER (if applicable) 0412800200	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
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PROPERTY ADDRESS OR LOCATION HWY 190 FURNACE CREEK, CA	DOING BUSINESS AS (DBA), if appropriate
--	---

PROPERTY TYPE

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input checked="" type="checkbox"/> OTHER: HOTELS
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	713,167	713,167	RECEIVED JUN 10 AM 11:51
IMPROVEMENTS/STRUCTURES	28,768,760	14,384,380	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	29,481,927	15,097,547	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED *Check only one. See instructions for filing periods*

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
 *DATE OF NOTICE: 04/17/2020 ROLL YEAR: 2018/2019
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
 *DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 1. No change in ownership occurred on the date of _____
 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 1. No new construction occurred on the date of _____
 2. Base year value for the completed new construction established on the date of 12/31/2018 is incorrect.
 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 1. All personal property/fixtures.
 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 1. Classification of property is incorrect.
 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 1. Amount of escape assessment is incorrect.
 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

Lonnie S. Clark

SIGNED AT (CITY, STATE)

GREENWOOD VILLAGE, CO

DATE

6-2-2020

NAME (Please Print)

Lonnie S. Clark

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

The State Board of Equalization has prepared a pamphlet to assist you in completing this application. You may download a copy of Publication 30, *Residential Property Assessment Appeals*, at www.boe.ca.gov/proptaxes/asmappeal.htm or contact the clerk of your local board for a copy.

Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

An application may be amended until 5:00 p.m. on the last day upon which the application might have been timely filed. After the filing period, an invalid or incomplete application may be corrected at the request of the clerk or amendments may be made at the discretion of the board. Contact the clerk for information regarding correcting or amending an application.

The appeals board can hear matters concerning an assessor's allocation of exempt values. However, it cannot hear matters relating to a person's or organization's eligibility for a property tax exemption. Appeals regarding the denial of exemptions are under the jurisdiction of the assessor and/or the courts.

The following instructions apply to the corresponding sections on the application form. Please type or print in ink all information on the application form.

SECTION 1. APPLICANT INFORMATION

Enter the name and mailing address of the applicant as shown on the tax bill or notice. If the applicant is other than the assessee (e.g., lessee, trustee, party affected), attach an explanation. NOTE: An agent's address may not be substituted for that of the applicant.

SECTION 2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT

Provide the contact information for an agent, attorney, or relative if filing on behalf of the applicant. You are not required to have professional representation. If you have an agent to assist you, the applicant must complete the Agent Authorization portion of this form or attach an authorization which includes the information indicated below.

AUTHORIZATION OF AGENT

If the agent is not a California-licensed attorney or one of the relatives indicated in the certification section, you must complete this section, or an agent's authorization may be attached to this application. An attached authorization must contain all of the following information.

- The date the authorization is executed.
- A statement that the agent is authorized to sign and file applications in the calendar year of the application.
- The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located within the county that the application is being filed.
- The name, address, and telephone number of the agent.
- The applicant's signature and title.
- A statement that the agent will provide the applicant with a copy of the application.

SECTION 3. PROPERTY IDENTIFICATION INFORMATION

Enter the Assessor's Parcel Number from your assessment notice or from your tax bill. If the property is personal property (e.g., an aircraft or boat), enter the account/tax bill number from your tax bill. Enter a brief description of the property location, such as street address, city, and zip code, sufficient to identify the property and assessment being appealed.

SECTION 4. VALUE

COLUMN A. Enter the amounts shown on your assessment notice or tax bill for the year being appealed. Personal Property includes all water craft (boats, vessels, jet-skis), airplanes, and business personal property. If you are appealing a current year assessment (base year or decline in value) and have not received an assessment notice, or are unsure of the values to enter in this section, please contact the assessor's office. If you are appealing a calamity reassessment, penalty assessment, or an assessment related to a change in ownership, new construction, roll change, or escape assessment, refer to the assessment notice you received.

COLUMN B. Enter your opinion of value for each of the applicable categories. **If you do not state an opinion of value, it will result in the rejection of your application.**

COLUMN C. This column is for use by the appeals board. **Do not enter anything in this column.**

SECTION 5. TYPE OF ASSESSMENT BEING APPEALED

Check only one item per application. Check the item that best describes the assessment you are appealing.

Regular Assessment filing dates are: (1) July 2 through September 15 for all property located in the county provided the county assessor sent a notice of assessed value by August 1 to all assessees with real property on the local roll; or (2) July 2 through November 30 for all property located in the county if the county assessor did not send notices of assessed values. Filing deadlines may be viewed at www.boe.ca.gov/proptaxes/pdf/filingperiods.pdf.

Check the **Regular Assessment** box for:

- Decline in value appeals (value as of January 1 of current year).
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Supplemental Assessment filing dates are within 60 days after the mailing date printed on the supplemental notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later. Check the **Supplemental Assessment** box for:

- Change in ownership and new construction appeals filed **within** 60 days of the mailing date printed on the supplemental assessment notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later.

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- Property damaged by misfortune or calamity, such as a natural disaster.

For **Supplemental and Roll Change/Escape Assessment/Calamity Reassessment** appeals, indicate the roll year and provide the date of the notice or date of the tax bill. Typically, the roll year is the fiscal year that begins on July 1 of the year in which you file your appeal. **It is required that you attach a copy of the supplemental or escape assessment notice or tax bill.**

SECTION 6. REASON FOR FILING APPEAL (FACTS)

Please check the item or items describing your reason(s) for filing this application. You may attach a brief explanation if necessary. Evidence must be presented at the hearing; do not attach hearing evidence to this application.

A **Decline in Value** appeal means that you believe the market value of the property on January 1 of the current year is less than the assessed value for the property. If you select **Decline in Value**, be advised that the application will only be effective for the one year appealed. Subsequent years will normally require additional filings during the regular assessment appeal filing period.

In general, **base year** is either the year your real property changed ownership or the year of completion of new construction on your property; **base year value** is the value established at that time. The **base year value** may be appealed during the regular filing period for the year it was placed on the roll or during the regular filing period in the subsequent three years.

Calamity Reassessment includes damage due to unforeseen occurrences such as fire, earthquake, and flood, and does not include damages that occur gradually due to ordinary natural forces. An appeal application may only be filed after you have (1) filed a request for reassessment due to a calamity with the assessor; and (2) you have received a notice from the assessor in reply to that request for reassessment.

Only applications filed for **penalties** imposed by the assessor can be removed by the board. A penalty assessed by the tax collector cannot be removed by the appeals board; for example, late charges on payments.

For **classification** of property, indicate whether you are appealing only an item, category, or class of property. Please attach a separate sheet identifying what property will be the subject of this appeal. **Allocation** of value is the division of total value between various components, such as land and improvements.

Appeal after an Audit must include a complete description of each property being appealed, and the reason for the appeal. Contact the clerk to determine what documents must be submitted. If not timely submitted, it will result in the denial of your application.

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Written findings of facts are explanations of the appeals board's decision, and will be necessary if you intend to seek judicial review of an adverse appeals board decision. Findings of facts can only be requested if your appeal is heard before a board and if made in writing at any time prior to the commencement of the hearing. Failure to pay the required fees prior to the conclusion of the hearing will be deemed a waiver of the request. Requests for a tape recording or transcript **must** be made no later than 60 days after the final determination by the appeals board. Contact the clerk to determine the appropriate fee; do not send payment with your application.

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Indicate whether you want to designate this application as a claim for refund. If action in superior court is anticipated, designating this application as a claim for refund may affect the time period in which you can file suit. NOTE: If for any reason you decide to withdraw this application, that action will also constitute withdrawal of your claim for refund.

CERTIFICATION - Check the box that best describes your status as the person filing the application.

REQUESTS FOR EXCHANGE OF INFORMATION

You may request an "exchange of information" between yourself and the assessor regardless of the assessed value of the property. If the assessed value of the property exceeds \$100,000, the assessor may initiate an "exchange of information" (Revenue and Taxation Code section 1606). Such a request may be filed with this application or may be filed any time prior to 30 days before the commencement of the hearing on this application. The request **must** contain the basis of your opinion of value. Please include comparable sales, cost, and income data where appropriate to support the value. In some counties, a list of property transfers may be inspected at the assessor's office for a fee not to exceed \$10. The list contains transfers that have occurred within the county over the last two years.

NOTICE OF SUPPLEMENTAL ASSESSMENT

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

**County of Inyo
Dave Stottlemire, Assessor**

PO Box J
Independence, CA 93526
inyoassessor@inyocounty.us
(760) 878-0302

**XANTERRA PARKS & RESORTS
6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG CO 80111**

DATE OF NOTICE: 04/17/2020

Assessor's Parcel Number: 0412800200

Situs Address: HWY 190

Date of Change of Ownership
or Completion of New Construction 12/31/2018

One or more supplemental assessments have been determined for the property shown above. Supplemental assessments are determined in accordance with the California Constitution article XIII A, which generally requires a current market value reassessment of real property that has either undergone a change in ownership or is newly constructed.

As shown below, a supplemental assessment represents the difference between the property's "new base year value" (for example current market value) and its existing taxable value. If the change in ownership or completion of new construction occurred between January 1 and May 31, two supplemental assessments are issued one for the difference between the new base year value and the taxable value appearing on the current assessment roll, and another for the difference between the new base year value and the taxable value that will appear on the assessment roll being prepared.

If a supplemental assessment is a negative amount, the county auditor will make a refund of a portion of the taxes paid on assessments made on the current roll, or the roll being prepared, or both. A copy of the assessment roll is available for inspection by all interested parties during regular office hours.

YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor's staff. You may contact the Assessor's Office for an informal review at (760) 878-0302.

	CURRENT ROLL			ROLL BEING PREPARED		
	EXISTING VALUE	NEW BASE YEAR VALUE	SUPPLEMENTAL VALUE	EXISTING VALUE	NEW BASE YEAR VALUE	SUPPLEMENTAL VALUE
LAND	713,167	713,167	0			0
IMPROVEMENTS	23,647,689	28,768,760	5,121,071			0
TAXABLE VALUE	24,360,856	29,481,927	5,121,071	0	0	0
EXEMPTIONS						
HOMEOWNERS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
NET TOTAL	24,360,856	29,481,927	5,121,071	0	0	0

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

EXEMPTIONS

In general, any exemptions that have already been granted for this property remain in effect. If the assessee on the supplemental roll is eligible for an exemption of a greater amount, and a claim is filed for the next assessment year, then the difference in the amount between the two exemptions shall be applied to the supplemental assessment. Any claim previously filed by the owner of a dwelling for either the homeowners' exemption or the disabled veterans' exemption also constitutes a claim for such exemption on the supplemental roll. If no claim for any of these exemptions has previously been filed, or if you wish to file a claim for any other exemption, you may still be eligible for the exemption(s) if a claim is filed within 30 days after the date of this notice to receive the full amount of exemption for which you are eligible.

YOUR RIGHT TO APPEAL

You have the right to a formal appeal of the assessment which involves (1) the filing of a valid application, (2) a hearing before an appeals board, and (3) a decision. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Board. You may contact the Clerk's Office at [\(760\) 878-0373](tel:760-878-0373).

APPEAL FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, a formal appeal may be filed within 60 days after the date of this notice (printed on the other side) or the postmark date for the notice, whichever is later. Calamity reassessment filing dates are within six months after the mailing of the assessment notice.

An application is considered timely filed if (1) it is sent by U.S. mail and postmarked no later than the filing deadline or by another bona fide delivery service with the mailing date certified on the envelope or package, properly addressed with postage prepaid, OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed. You may also hand deliver the appeal application to the Clerk of the Board by the close of business on the deadline date.

In any case, an application may be filed within 12 months following the month in which this notice is received if you and the Assessor agree that there is an error in assessment resulting from the Assessor's judgment in determining the value of the property AND a written stipulation is filed with the assessment appeals board.

ADDITIONAL APPEAL RIGHTS

Under article XIII A of the California Constitution, the new base year value establishes a ceiling on the property's taxable value for subsequent assessment years. Once the new base year value is determined for each subsequent assessment year the Assessor will enroll the lower of (1) the property's new base year value, adjusted annually for inflation by no more than 2 percent or (2) the property's current market value, taking into account declines in value due to damage, depreciation, obsolescence, changes in market conditions, or other factors.

If no timely application is filed for the supplemental assessment the new base year value may still be appealed. Specifically, an appeal of the new base year value may be filed during the regular appeals filing period for the current year or in any of the three following assessment years. The regular appeals filing period will begin on July 2 in each county and will end either on September 15 or November 30 depending on whether the County Assessor mails assessment notices to all taxpayers with property on the secured roll. You should contact the Clerk of the Board to determine the regular filing period. Any reduction made as the result of such an appeal will, however, apply only to the assessment year for which the appeal is filed and assessment years thereafter; neither the supplemental assessment nor the values for assessment years prior to the year for which the appeal was initially filed would be reduced.

EXCLUSIONS

Certain sales/transfers of property between parents and children and certain sales/transfers between grandparents and grandchildren may qualify for exclusion from reassessment thereby maintaining your lower property tax liability. Please contact our office at [\(760\) 878-0302](tel:760-878-0302) for further information.

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only <i>2020-05</i>
--

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME XANTERRA PARKS & RESORTS, INC.						EMAIL ADDRESS kscott@xanterra.com
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 6312 S. FIDDLERS GREEN CIR., #600 N.						
CITY GREENWOOD VILLAGE	STATE CO	ZIP CODE 80111	DAYTIME TELEPHONE (303) 600-3467	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()	

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT If applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)						EMAIL ADDRESS
COMPANY NAME						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)						
CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE	
()	()	()	()	()	()	

AUTHORIZATION OF AGENT			<input type="checkbox"/> AUTHORIZATION ATTACHED			
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>						
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE			TITLE		DATE	

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 0412800200	ASSESSMENT NUMBER (if applicable) 0412800200	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
PROPERTY ADDRESS OR LOCATION HWY 190 FURNACE CREEK, CA		DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

COMMERCIAL/INDUSTRIAL

BUSINESS PERSONAL PROPERTY/FIXTURES

AGRICULTURAL

MANUFACTURED HOME

WATER CRAFT AIRCRAFT

POSSESSORY INTEREST

VACANT LAND

OTHER: **HOTELS**

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	727,430	727,430	RECEIVED JUN 10 AM 11:57 2020
IMPROVEMENTS/STRUCTURES	29,088,265	14,544,133	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	29,815,695	15,271,563	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
- SUPPLEMENTAL ASSESSMENT
 *DATE OF NOTICE: _____ ROLL YEAR: _____
- ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
 *DATE OF NOTICE: 04/17/2020 **ROLL YEAR: 2019/2020
 *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of 12/31/2018 is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) GREENWOOD VILLAGE, CO	DATE
NAME (Please Print) Lonnie S. Clark		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

The State Board of Equalization has prepared a pamphlet to assist you in completing this application. You may download a copy of Publication 30, *Residential Property Assessment Appeals*, at www.boe.ca.gov/proptaxes/asmappeal.htm or contact the clerk of your local board for a copy.

Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

An application may be amended until 5:00 p.m. on the last day upon which the application might have been timely filed. After the filing period, an invalid or incomplete application may be corrected at the request of the clerk or amendments may be made at the discretion of the board. Contact the clerk for information regarding correcting or amending an application.

The appeals board can hear matters concerning an assessor's allocation of exempt values. However, it cannot hear matters relating to a person's or organization's eligibility for a property tax exemption. Appeals regarding the denial of exemptions are under the jurisdiction of the assessor and/or the courts.

The following instructions apply to the corresponding sections on the application form. Please type or print in ink all information on the application form.

SECTION 1. APPLICANT INFORMATION

Enter the name and mailing address of the applicant as shown on the tax bill or notice. If the applicant is other than the assessee (e.g., lessee, trustee, party affected), attach an explanation. NOTE: An agent's address may not be substituted for that of the applicant.

SECTION 2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT

Provide the contact information for an agent, attorney, or relative if filing on behalf of the applicant. You are not required to have professional representation. If you have an agent to assist you, the applicant must complete the Agent Authorization portion of this form or attach an authorization which includes the information indicated below.

AUTHORIZATION OF AGENT

If the agent is not a California-licensed attorney or one of the relatives indicated in the certification section, you must complete this section, or an agent's authorization may be attached to this application. An attached authorization must contain all of the following information.

- The date the authorization is executed.
- A statement that the agent is authorized to sign and file applications in the calendar year of the application.
- The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located within the county that the application is being filed.
- The name, address, and telephone number of the agent.
- The applicant's signature and title.
- A statement that the agent will provide the applicant with a copy of the application.

SECTION 3. PROPERTY IDENTIFICATION INFORMATION

Enter the Assessor's Parcel Number from your assessment notice or from your tax bill. If the property is personal property (e.g., an aircraft or boat), enter the account/tax bill number from your tax bill. Enter a brief description of the property location, such as street address, city, and zip code, sufficient to identify the property and assessment being appealed.

SECTION 4. VALUE

COLUMN A. Enter the amounts shown on your assessment notice or tax bill for the year being appealed. Personal Property includes all water craft (boats, vessels, jet-skis), airplanes, and business personal property. If you are appealing a current year assessment (base year or decline in value) and have not received an assessment notice, or are unsure of the values to enter in this section, please contact the assessor's office. If you are appealing a calamity reassessment, penalty assessment, or an assessment related to a change in ownership, new construction, roll change, or escape assessment, refer to the assessment notice you received.

COLUMN B. Enter your opinion of value for each of the applicable categories. **If you do not state an opinion of value, it will result in the rejection of your application.**

COLUMN C. This column is for use by the appeals board. **Do not enter anything in this column.**

SECTION 5. TYPE OF ASSESSMENT BEING APPEALED

Check only one item per application. Check the item that best describes the assessment you are appealing.

Regular Assessment filing dates are: (1) July 2 through September 15 for all property located in the county provided the county assessor sent a notice of assessed value by August 1 to all assessees with real property on the local roll; or (2) July 2 through November 30 for all property located in the county if the county assessor did not send notices of assessed values. Filing deadlines may be viewed at www.boe.ca.gov/proptaxes/pdf/filingperiods.pdf.

Check the **Regular Assessment** box for:

- Decline in value appeals (value as of January 1 of current year).
- Change in ownership and new construction appeals when the 60 day filing period for a supplemental assessment appeal has been missed, provided the following January 1 after change of ownership or new construction has passed.

Supplemental Assessment filing dates are within 60 days after the mailing date printed on the supplemental notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later. Check the **Supplemental Assessment** box for:

- Change in ownership and new construction appeals filed **within** 60 days of the mailing date printed on the supplemental assessment notice or supplemental tax bill, or the postmark date of the notice or tax bill, whichever is later.

Roll Change/Escape Assessment/Penalty Assessment filing dates are within 60 days after the mailing date printed on the assessment notice, or the postmark date of the notice, whichever is later. **Calamity Reassessment** filing dates are within six months after the mailing of the assessment notice. Check the **Roll Change/Escape Assessment/Calamity Reassessment** box for:

- Roll corrections.
- Escape assessments, including those discovered upon audit.
- Penalty Assessments
- Property damaged by misfortune or calamity, such as a natural disaster.

For **Supplemental and Roll Change/Escape Assessment/Calamity Reassessment** appeals, indicate the roll year and provide the date of the notice or date of the tax bill. Typically, the roll year is the fiscal year that begins on July 1 of the year in which you file your appeal. **It is required that you attach a copy of the supplemental or escape assessment notice or tax bill.**

SECTION 6. REASON FOR FILING APPEAL (FACTS)

Please check the item or items describing your reason(s) for filing this application. You may attach a brief explanation if necessary. Evidence must be presented at the hearing; do not attach hearing evidence to this application.

A **Decline in Value** appeal means that you believe the market value of the property on January 1 of the current year is less than the assessed value for the property. If you select **Decline in Value**, be advised that the application will only be effective for the one year appealed. Subsequent years will normally require additional filings during the regular assessment appeal filing period.

In general, **base year** is either the year your real property changed ownership or the year of completion of new construction on your property; **base year value** is the value established at that time. The **base year value** may be appealed during the regular filing period for the year it was placed on the roll or during the regular filing period in the subsequent three years.

Calamity Reassessment includes damage due to unforeseen occurrences such as fire, earthquake, and flood, and does not include damages that occur gradually due to ordinary natural forces. An appeal application may only be filed after you have (1) filed a request for reassessment due to a calamity with the assessor; and (2) you have received a notice from the assessor in reply to that request for reassessment.

Only applications filed for **penalties** imposed by the assessor can be removed by the board. A penalty assessed by the tax collector cannot be removed by the appeals board; for example, late charges on payments.

For **classification** of property, indicate whether you are appealing only an item, category, or class of property. Please attach a separate sheet identifying what property will be the subject of this appeal. **Allocation** of value is the division of total value between various components, such as land and improvements.

Appeal after an Audit must include a complete description of each property being appealed, and the reason for the appeal. Contact the clerk to determine what documents must be submitted. If not timely submitted, it will result in the denial of your application.

SECTION 7. WRITTEN FINDINGS OF FACTS

Written findings of facts are explanations of the appeals board's decision, and will be necessary if you intend to seek judicial review of an adverse appeals board decision. Findings of facts can only be requested if your appeal is heard before a board and if made in writing at any time prior to the commencement of the hearing. Failure to pay the required fees prior to the conclusion of the hearing will be deemed a waiver of the request. Requests for a tape recording or transcript **must** be made no later than 60 days after the final determination by the appeals board. Contact the clerk to determine the appropriate fee; do not send payment with your application.

SECTION 8. DESIGNATION AS CLAIM FOR REFUND

Indicate whether you want to designate this application as a claim for refund. If action in superior court is anticipated, designating this application as a claim for refund may affect the time period in which you can file suit. NOTE: If for any reason you decide to withdraw this application, that action will also constitute withdrawal of your claim for refund.

CERTIFICATION - Check the box that best describes your status as the person filing the application.

REQUESTS FOR EXCHANGE OF INFORMATION

You may request an "exchange of information" between yourself and the assessor regardless of the assessed value of the property. If the assessed value of the property exceeds \$100,000, the assessor may initiate an "exchange of information" (Revenue and Taxation Code section 1606). Such a request may be filed with this application or may be filed any time prior to 30 days before the commencement of the hearing on this application. The request **must** contain the basis of your opinion of value. Please include comparable sales, cost, and income data where appropriate to support the value. In some counties, a list of property transfers may be inspected at the assessor's office for a fee not to exceed \$10. The list contains transfers that have occurred within the county over the last two years.



OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottlemire Assessor
PO Box J
Independence CA 93526

NOTICE OF PROPOSED ESCAPE ASSESSMENT

XANTERRA PARKS & RESORTS

6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG, CO 80111

DATE NOTICE MAILED	4/17/2020
ASSESSMENT #	0412800200
ESCAPE TAX YEAR	2019
ESCAPE #	
TAX YEAR CREATED	2020
PARCEL #	0412800200
REVENUE & TAX CODE	RTC 4831

OWNER(S): XANTERRA PARKS & RESORTS

PROPERTY ADDRESS: HWY 190 FURNACE CREEK, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	727,430	727,430	0
Improvement	24,120,642	29,088,265	4,967,623
Net Taxable	24,848,072	29,815,695	4,967,623

REASON: Completed New Construction, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline, OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

THIS IS NOT A TAX BILL

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only
 2020-20

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL, BUSINESS, OR TRUST NAME)

XANTERRA PARKS & RESORTS, INC.

EMAIL ADDRESS

kscott@xanterra.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

6312 S. FIDDLERS GREEN CIR., #600 N.

CITY

GREENWOOD VILLAGE

STATE

CO

ZIP CODE

80111

DAYTIME TELEPHONE

(303) 600-3467

ALTERNATE TELEPHONE

()

FAX TELEPHONE

()

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

EMAIL ADDRESS

COMPANY NAME

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

CITY

STATE

ZIP CODE

DAYTIME TELEPHONE

()

ALTERNATE TELEPHONE

()

FAX TELEPHONE

()

AUTHORIZATION OF AGENT

AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable)

0412800700

ASSESSMENT NUMBER (if applicable)

0412800700

ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)

PROPERTY ADDRESS OR LOCATION

HWY 190 FURNACE CREEK, CA

DOING BUSINESS AS (DBA), if appropriate

PROPERTY TYPE

SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

AGRICULTURAL

POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____

MANUFACTURED HOME

VACANT LAND

COMMERCIAL/INDUSTRIAL

WATER CRAFT AIRCRAFT

OTHER: HOTELS

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	941,719	941,719	
IMPROVEMENTS/STRUCTURES	26,303,214	13,151,608	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL			
PENALTIES (amount or percent)	27,244,933	14,093,327	

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

RECEIVED
 2020 SEP 15 PM 1:15
 INFO CENTER
 INYO COUNTY CLERK OF THE BOARD

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)



NAME (Please Print)

Lonnie S. Clark

SIGNED AT (CITY, STATE)

GREENWOOD VILLAGE, CO

DATE

9-10-2020

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

The State Board of Equalization has prepared a pamphlet to assist you in completing this application. You may download a copy of Publication 30, *Residential Property Assessment Appeals*, at www.boe.ca.gov/proptaxes/asmappeal.htm or contact the clerk of your local board for a copy.

Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

An application may be amended until 5:00 p.m. on the last day upon which the application might have been timely filed. After the filing period, an invalid or incomplete application may be corrected at the request of the clerk or amendments may be made at the discretion of the board. Contact the clerk for information regarding correcting or amending an application.

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The following instructions apply to the corresponding sections on the application form. Please type or print in ink all information on the application form.

SECTION 1. APPLICANT INFORMATION

Enter the name and mailing address of the applicant as shown on the tax bill or notice. If the applicant is other than the assessee (e.g., lessee, trustee, party affected), attach an explanation. NOTE: An agent's address may not be substituted for that of the applicant.

SECTION 2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT

Provide the contact information for an agent, attorney, or relative if filing on behalf of the applicant. You are not required to have professional representation. If you have an agent to assist you, the applicant must complete the Agent Authorization portion of this form or attach an authorization which includes the information indicated below.

AUTHORIZATION OF AGENT

If the agent is not a California-licensed attorney or one of the relatives indicated in the certification section, you must complete this section, or an agent's authorization may be attached to this application. An attached authorization must contain all of the following information.

- The date the authorization is executed.
- A statement that the agent is authorized to sign and file applications in the calendar year of the application.
- The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located within the county that the application is being filed.
- The name, address, and telephone number of the agent.
- The applicant's signature and title.
- A statement that the agent will provide the applicant with a copy of the application.

SECTION 3. PROPERTY IDENTIFICATION INFORMATION

Enter the Assessor's Parcel Number from your assessment notice or from your tax bill. If the property is personal property (e.g., an aircraft or boat), enter the account/tax bill number from your tax bill. Enter a brief description of the property location, such as street address, city, and zip code, sufficient to identify the property and assessment being appealed.

SECTION 4. VALUE

COLUMN A. Enter the amounts shown on your assessment notice or tax bill for the year being appealed. Personal Property includes all water craft (boats, vessels, jet-skis), airplanes, and business personal property. If you are appealing a current year assessment (base year or decline in value) and have not received an assessment notice, or are unsure of the values to enter in this section, please contact the assessor's office. If you are appealing a calamity reassessment, penalty assessment, or an assessment related to a change in ownership, new construction, roll change, or escape assessment, refer to the assessment notice you received.

COLUMN B. Enter your opinion of value for each of the applicable categories. **If you do not state an opinion of value, it will result in the rejection of your application.**

COLUMN C. This column is for use by the appeals board. **Do not enter anything in this column.**

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Check only one item per application. Check the item that best describes the assessment you are appealing.

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- Roll corrections.
- Escape assessments, including those discovered upon audit.
- Penalty Assessments
- Property damaged by misfortune or calamity, such as a natural diaster.

For **Supplemental and Roll Change/Escape Assessment/Calamity Reassessment** appeals, indicate the roll year and provide the date of the notice or date of the tax bill. Typically, the roll year is the fiscal year that begins on July 1 of the year in which you file your appeal. **It is required that you attach a copy of the supplemental or escape assessment notice or tax bill.**

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Please check the item or items describing your reason(s) for filing this application. You may attach a brief explanation if necessary. Evidence must be presented at the hearing; do not attach hearing evidence to this application.

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Indicate whether you want to designate this application as a claim for refund. If action in superior court is anticipated, designating this application as a claim for refund may affect the time period in which you can file suit. NOTE: If for any reason you decide to withdraw this application, that action will also constitute withdrawal of your claim for refund.

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2020,2021 PROP 8 ANNUAL APPEAL - OPINION OF VALUE
 OASIS at DEATH VALLEY

Filing deadline September 15, 2020

INYO COUNTY

PARCEL 0412800200

	<u>ROLL VALUE 2019/2020</u>	<u>OPINION OF VALUE 2019/2020</u>	<u>ROLL VALUE 2020/2021</u>	<u>OPINION OF VALUE 2020/2021</u>	<u>TREND VALUE 2%</u>
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IMPROVEMENTS/STRUCTURES	29,088,265	14,544,133	29,670,030	14,835,016	
	<u>29,815,695</u>	<u>15,271,563</u>	<u>30,412,008</u>	<u>15,576,994</u>	

PARCEL 0412800700

	<u>ROLL VALUE 2019/2020</u>	<u>OPINION OF VALUE 2019/2020</u>	<u>ROLL VALUE 2020/2021</u>	<u>OPINION OF VALUE 2020/2021</u>
LAND	923,254	923,254	941,719	941,719
IMPROVEMENTS/STRUCTURES	25,787,465	12,893,733	26,303,214	13,151,608
	<u>26,710,719</u>	<u>13,816,987</u>	<u>27,244,933</u>	<u>14,093,327</u>

COUNTY OF INYO

Office of the Assessor
Dave Stottlenyre
PO Box J
Independence, CA 93526

ANNUAL NOTICE OF ASSESSED VALUE

XANTERRA PARKS & RESORTS
6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG CO 80111

DATE NOTICE MAILED 7/6 2020
ASSESSMENT # 0412800700
LIEN DATE 1/1 2020

PROPERTY ADDRESS: HWY 190, FURNACE CREEK

THIS IS NOT A TAX BILL

<u>VALUE / EXEMPTION TYPE</u>	<u>2020/2021 ASSESSMENT</u>
Land	\$941,719
Improvement	\$26,303,214
Personal Property	\$
Fixtures	\$
Exemption	\$
Net Taxable	\$27,244,933

Article XIII, Section 1 of the State Constitution requires that property be taxed in proportion to its value

The taxable values shown on this notice--plus any taxable personal property and minus any exemptions for which you may qualify--will be the basis of your property tax bill

If you believe your property is worth less than the indicated taxable value, you should first discuss the matter with the Assessor or a member of his staff. If the Assessor agrees that a reduction in values is proper, he can adjust the value. If the assessment roll has been completed, you may apply to the local Board of Equalization for relief. A written stipulation may be made and filed with the application to the County Board of Equalization in accordance with Revenue & Taxation Code Section 1607, which provides that the applicant need not attend the scheduled equalization hearing and testify to the property's value if he and the Assessor agree as to the value and sign a written stipulation to this effect. The board can either accept the stipulation or reject it and reset the time of the hearing.

Applications for adjustments in valuation not agreed upon with the Assessor must be filed in writing with the Clerk of the County Board of Equalization PO Box N, Independence, CA 93526, between July 2 and September 15.

PLEASE CONTACT THE ASSESSOR IF YOU HAVE ANY QUESTIONS CONCERNING ASSESSMENTS

Please either return this notice or refer to your property's assessment number if you call or write this office

PLEASE NOTIFY THE ASSESSOR OF ANY CHANGE IN ADDRESS
THE ASSESSOR'S OFFICE IS LOCATED IN THE COUNTY ANNEX BUILDING

Inyo County Assessor
PO Box J
Independence, CA 93526
Telephone (760) 878-0302, 872-2702, 876-5539

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only
 2020-21

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME
XANTERRA PARKS & RESORTS, INC.

EMAIL ADDRESS
kscott@xanterra.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

6312 S. FIDDLERS GREEN CIR., #600 N.

CITY GREENWOOD VILLAGE	STATE CO	ZIP CODE 80111	DAYTIME TELEPHONE (303) 600-3467	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
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2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) _____ EMAIL ADDRESS _____

COMPANY NAME _____

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL) _____

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) _____

CITY _____	STATE _____	ZIP CODE _____	DAYTIME TELEPHONE ()	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
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AUTHORIZATION OF AGENT AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE _____	DATE _____
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3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) ASSESSMENT NUMBER (if applicable) ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)

0412800200 0412800200

PROPERTY ADDRESS OR LOCATION DOING BUSINESS AS (DBA), if appropriate

HWY 190 FURNACE CREEK, CA

PROPERTY TYPE

- SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- COMMERCIAL/INDUSTRIAL
- BUSINESS PERSONAL PROPERTY/FIXTURES
- AGRICULTURAL
- MANUFACTURED HOME
- WATER CRAFT AIRCRAFT
- OTHER: **HOTELS**
- POSSESSORY INTEREST
- VACANT LAND

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	741,978	741,978	RECEIVED 2020 SEP 15 PM 1:15 INYO COUNTY CLERK OF THE BOARD COUNTY ADMINISTRATIVE CENTER INDEPENDENCE, CA 93526 (760) 878-0373
IMPROVEMENTS/STRUCTURES	29,670,030	14,835,016	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	30,412,008	15,576,994	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 1. No change in ownership occurred on the date of _____.
 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 1. No new construction occurred on the date of _____.
 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 1. All personal property/fixtures.
 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 1. Classification of property is incorrect.
 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 1. Amount of escape assessment is incorrect.
 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

Lonnie S. Clark

SIGNED AT (CITY, STATE)

GREENWOOD VILLAGE, CO

DATE

9-10-2020

NAME (Please Print)

Lonnie S. Clark

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

INFORMATION AND INSTRUCTIONS FOR ASSESSMENT APPEAL APPLICATION

The State Board of Equalization has prepared a pamphlet to assist you in completing this application. You may download a copy of Publication 30, *Residential Property Assessment Appeals*, at www.boe.ca.gov/proptaxes/asmappeal.htm or contact the clerk of your local board for a copy.

Filing this application for reduced assessment does not relieve the applicant from the obligation to pay the taxes on the subject property on or before the applicable due date shown on the tax bill. **The appeals board has two years from the date an application is filed to hear and render a decision.** If a reduction is granted, a proportionate refund of taxes paid will be made by the county.

Based on the evidence submitted at the hearing, the appeals board can increase, decrease, or not change an assessment. The decision of the appeals board upon this application is final; the appeals board may not reconsider or rehear any application. However, either the applicant or the assessor may bring timely action in superior court for review of an adverse action.

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PARCEL 0412800700	ROLL VALUE 2019/2020	OPINION OF VALUE 2019/2020	ROLL VALUE 2020/2021	OPINION OF VALUE 2020/2021	
LAND	923,254	923,254	941,719	941,719	
IMPROVEMENTS/STRUCTURES	25,787,465	12,893,733	26,303,214	13,151,608	
	26,710,719	13,816,987	27,244,933	14,093,327	

\\xanterra.com\corp\Departments\Accounting\Tax\PropertyTax\Inyo County 2017 Prop Tax project\2019 Proposed Adjustments\Escape.Supp Assessments.Appeals\Appeal Applications\2020.2021 Opinion of Value Calc

COUNTY OF INYO

Office of the Assessor
Dave Stottlemire
PO Box J
Independence, CA 93526

ANNUAL NOTICE OF ASSESSED VALUE

XANTERRA PARKS & RESORTS
6312 S FIDDLERS GRN CIR #600N
GREENWOOD VLG CO 80111

DATE NOTICE MAILED 7/6/2020
ASSESSMENT # 0412800200
LIEN DATE 1/1/2020

PROPERTY ADDRESS: HWY 190, FURNACE CREEK

THIS IS NOT A TAX BILL

<u>VALUE / EXEMPTION TYPE</u>	<u>2020/2021 ASSESSMENT</u>
Land	\$741,978
Improvement	\$29,670,030
Personal Property	\$
Fixtures	\$
Exemption	\$
Net Taxable	\$30,412,008

Article XIII, Section 1 of the State Constitution requires that property be taxed in proportion to its value

The taxable values shown on the this notice--plus any taxable personal property and minus any exemptions for which you may qualify--will be the basis of your property tax bill

If you believe your property is worth less than the indicated taxable value, you should first discuss the matter with the Assessor or a member of his staff. If the Assessor agrees that a reduction in values is proper, he can adjust the value. If the assessment roll has been completed, you may apply to the local Board of Equalization for relief. A written stipulation may be made and filed with the application to the County Board of Equalization in accordance with Revenue & Taxation Code Section 1607, which provides that the applicant need not attend the scheduled equalization hearing and testify to the property's value if he and the Assessor agree as to the value and sign a written stipulation to this effect. The board can either accept the stipulation or reject it and reset the time of the hearing.

Applications for adjustments in valuation not agreed upon with the Assessor must be filed in writing with the Clerk of the County Board of Equalization, PO Box N, Independence, CA 93526, between July 2 and September 15

PLEASE CONTACT THE ASSESSOR IF YOU HAVE ANY QUESTIONS CONCERNING ASSESSMENTS

Please either return this notice or refer to your property's assessment number if you call or write this office

PLEASE NOTIFY THE ASSESSOR OF ANY CHANGE IN ADDRESS.
THE ASSESSOR'S OFFICE IS LOCATED IN THE COUNTY ANNEX BUILDING
Inyo County Assessor
PO Box J
Independence, CA 93526
Telephone (760) 878-0302, 872-2702, 876-5559

WAIVER TO EXTEND HEARING ON APPLICATION FOR CHANGED ASSESSMENT

To be filed when the taxpayer and the County Board mutually agree to waive the two-year mandatory time period in which the Board is required to hear and make a final determination on an appeal. Mail or fax the completed form to the Clerk of the Board at the address shown.

AGREEMENT TO WAIVE THE PROVISIONS OF REVENUE AND TAXATION CODE SECTION 1604(c) AND PROPERTY TAX RULE 309(b)

NAME OF APPLICANT Xanterra Parks & Resorts, Inc.		HEARING DATE (IF KNOWN) June 9, 2022
APPLICATION NUMBER(S) 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, 2020-21		APPLICATION YEAR 2020
PARCEL NUMBER 0412800700, 0412800200	ACCOUNT OR TAX BILL NUMBER (If applicable)	

This waiver agreement extends the two-year period in which the County Board of Equalization or Assessment Appeals Board is required to conduct a hearing and make a final determination on the above referenced application(s).

- This waiver shall extend and toll indefinitely the two-year period subject to the right of the Board to reschedule the matter upon reasonable prior notice to the applicant.
- This waiver extends the two year period until September 30, 2022.

Important Note: Revenue and Taxation Code section 5097 limits the filing of a claim for property tax refund to four years from the date taxes were paid. Unless specifically authorized by the Board of Supervisors, this waiver does **NOT** extend that four-year statute of limitations even if your appeal has not yet been heard. You should file a claim for a refund of taxes with the Board of Supervisors if this waiver extends your hearing date indefinitely or to a date beyond four years from the date the taxes subject to this appeal were paid.


- I request that my rights to file a claim for a refund be extended beyond the four-year statute of limitations. If granted, the clerk of the board will notify me of the extension period.

This waiver may be cancelled by the applicant by delivering a written notice of termination to the county board at the address shown above. Upon receipt of a cancellation notice, the county board shall hear and decide the above-referenced application within 120 days from the date the termination notice was received or within 120 days from the expiration of the original two-year period, whichever is later.

This waiver shall be effective upon execution and until such time as the Board renders its final written decision in such appeal(s), or the date indicated above, whichever is earlier.

CERTIFICATION

I hereby certify that I am authorized to execute this waiver, and agree to an extension of time for the hearing beyond the two-year period of my timely filing on the application number(s) specified above.

SIGNATURE 	DATE 4-27-2022
PRINT NAME OF AUTHORIZED SIGNER Lonnie S. Clark	TITLE CFO & Treasurer
COMPANY NAME Xanterra Parks & Resorts, Inc.	EMAIL ADDRESS lclark@xanterra.com

FILING STATUS

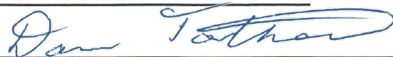

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

FOR COUNTY BOARD USE ONLY

APPROVED BY COUNTY BOARD: This waiver DOES NOT extend the four-year statute of limitations for filing a claim for refund.

DATED: 04/27/2022 This waiver extends the four-year statute of limitations for filing a claim for refund to: _____

BY:  

CHAIRPERSON ASSISTANT CLERK OF THE BOARD

DECLARATION OF SERVICE

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **June 17, 2022**, I served the foregoing document(s) described as follows:

LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF RESCHEDULED TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE

on the following parties in said action, as shown below,


**XANTERRA PARKS & RESORTS, INC.
C/O KENT SCOTT
6312 S. FIDDLERS GREEN CIR. #600 N
GREENWOOD VILLAGE, CO**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to all e-mail addresses on the Service List attached.
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 6/17/22



Darcy Ellis, Assistant Clerk
Inyo County Board of Equalization



EL CAMINO SIERRA

BOARD OF EQUALIZATION COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTHEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

LESLIE L. CHAPMAN
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 17, 2022

Xanterra Parks & Resorts, Inc.
c/o Kent Scott
6312 S. Fiddlers Green Cir., #600 N
Greenwood Village, CO

Re: Assessor Parcel Nos. 0412800700, 0412800200

Dear Mr. Scott,

By now you should have received my letter of June 3 (enclosed) announcing the rescheduling of your hearing from September 20 to September 13. Regrettably, I now write to inform you that the September 13 meeting has been canceled altogether, and as a result your hearing has been once again rescheduled. My apologies for any inconvenience or confusion.

The hearing for the Inyo County Board of Equalization to hear the appeals of the assessed valuation of the above referenced properties (Application Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, 2020-21) will be held at **1 p.m. Tuesday, September 6, 2022** in the Board of Supervisors Chambers, County Administrative Center, 224 N. Edwards St., Independence, CA.

This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

If guidelines with regard to access to Board meetings change, you will be notified prior to your hearing.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges \$160 per parcel for written findings of fact. Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or dellis@inyocounty.us. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de
xc: David Stottlemyre, County Assessor
John-Carl Vallejo, County Counsel



EL CAMINO SIERRA

BOARD OF EQUALIZATION COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTHEROH
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MATT KINGSLEY

LESLIE L. CHAPMAN
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

June 3, 2022

Xanterra Parks & Resorts, Inc.
c/o Kent Scott
6312 S. Fiddlers Green Cir., #600 N
Greenwood Village, CO

Re: Assessor Parcel Nos. 0412800700, 0412800200

COPY

Dear Mr. Scott,

Please be advised that we have had to reschedule the hearing for the Inyo County Board of Equalization to hear the appeals of the assessed valuation of the above referenced properties (Application Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, 2020-21). The hearing has been moved up from September 20 to 1 p.m. Tuesday, September 13, 2022 in the Board of Supervisors Chambers, County Administrative Center, 224 N. Edwards St., Independence, CA.

This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

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At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
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Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

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Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de

xc: David Stottlemyre, County Assessor
John-Carl Vallejo, County Counsel

**COUNTY OF INYO
BOARD OF
EQUALIZATION**

P. O. Drawer N, Independence, CA 93526
(760) 878-0373
dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (_____) _____ - _____.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE 	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

- OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE



INYO COUNTY
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARAREN ALLSUP
JOHN FREDERICKSON
GAYE MUELLER

ALTERNATE
JARED SMITH

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 18,2022

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At the August 18,2022 meeting of the Inyo Fish and Wildlife Commission, the Commission considered and approved requesting the Board of Supervisors authorize a \$5,000 expenditure from the Fiscal Year 2022-23 Fish and Game Budget to the Bishop Chamber of Commerce and Visitors Bureau to support the development and distribution of an Inyo County Fishing Map Brochure.

Attached is the Agenda for the meeting and the draft minutes of the meeting, along with the Chambers request.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary

INYO COUNTY
FISH AND WILDLIFE COMMISSION

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
JOHN FREDERICKSON
WARREN ALLSUP
GAYE MUELLER

ALTERNATE
JARED SMITH

MEETING AGENDA
August 18 , 2022

2:30 p.m.

Meeting Location:
Inyo County Office Building
1360 North Main Street, Suite 101B
Bishop, California

1. **PLEDGE OF ALLEGIENCE**
2. **ROLL-CALL** – The Commission will take a roll call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **FINANCIAL REPORT** – The Commission will receive an update on the Fish and Game Fine Fund balance.
5. **ACTION ITEM - MINUTE APPROVAL** – the Commission will consider approval of Minutes of the March 17, 2022, May 19, 2022 and June 16, 2022 meetings.
6. **ACTION ITEM – BISHOP CHAMBER OF COMMERCE AND VISITORS BUREAU** – Request Commission support the development of an Inyo County Fishing Map Brochure, similar to the previous Inyo and Mono County joint fishing map brochure, by recommending to the Board of Supervisors, a \$5,000 expenditure from the Inyo Fine Funds to help fund the brochure. The map will cover fishing locations in Inyo County from Diaz Lake to Rock Creek Canyon. The design work is coming along nicely and the Chamber expects to have some elements ready to show at the meeting. It will be very similar to the Mono County Version with basic info about regulations and sustainable fishing practices.
7. **STATE AND FEDERAL AGENCIES REPORTS** – representative(s) of the California Department of Fish and Wildlife and other State and Federal Agencies will update the Commission on Department activities and projects.
8. **COMMISSION REPORTS** – No action to be taken on reports from Commission Members.
9. **NEXT MEETING** – the Commission will consider confirming September 15, 2022, as the date for the next meeting.
10. **ADJOURNMENT.**

FISH AND WILDLIFE COMMISSION
MINUTES
August 18, 2022 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 3:00 p.m., August 18, 2022 at the Inyo County Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Steve Ivey, Gaye Mueller, and Alternate Commissioner Jared Smith who joined the meeting at 2:40 p.m. Commissioners John Frederickson and Warren Allsup were absent.

Public Comment: The Chairperson announced public comment period. Jane Kenyon again expressed her concerns with deer deaths on U.S. 395 in the Mammoth area. She asked if there was a way to provide a safe corridor around the Morrison Road bend.

Financial Report: The Secretary reported that the Inyo Fine Fund balance remains at \$19,219.00.

Action Item - Minute Approval: Moved by Commissioner Mueller and seconded by Commissioner Ivey to approve the minutes of the March 17, 2022 meeting. Motion carried with Commissioners Brown, Mueller and Ivey, voting yes, and with Commissioner Smith abstaining, and with Commissioners Fredrickson and Allsup being absent. The Chairperson directed that the approval of the minutes of the May 19, 2022 and July 21, 2022 meetings be placed on the September meeting because of the lack of a quorum of those in attendance.

Action Item – Bishop Chamber of Commerce and Visitors Bureau – Tawni Thomson, Executive Director of the Bishop Chamber of Commerce and Visitors Bureau provided additional information and further justification for funding assistance to produce a new Inyo County Fishing Map. She reminded the Commission that the County support for a Fishing Map Brochure has been given by both the Commission and the Board of Supervisors in the past, by providing a portion of the funding for a joint Inyo/Mono Fishing Map Brochure. She explained that Mono County had decided to develop a Fishing Map Brochure exclusive to Mono County, thus necessitating Inyo County to develop an exclusive Inyo County Fishing Map Brochure. She provided a copy of the first proof of the new Brochure, with Ms. Thomson explaining that Inyo County's brochure is very similar to the new Mono County Brochure. She said the map would cover Inyo County fishing locations from Rock Creek Canyon south to Diaz Lake. She also noted that the brochure will contain basic info about local fishing regulations (noting there is also a spot to electronically access the State Fishing and Game Fishing regulations), and sustainable fishing practices. She and the Commission discussed the brochure, with Ms. Thomson saying that she was proposing an initial printing of 20,000 brochures. The Commission and Ms. Thomson continued to discuss the brochure with Ms. Thomson saying she would be sending the proof to Lt. Dailey, Jim Erdman and several other people to help make sure the information contained in the brochure is accurate. Ms. Thomson confirmed that the estimates for the production, printing and distribution of the brochure is between \$7,500 and \$8,000. The Commission and Ms. Thomson also discussed the avenues whereby other Inyo County funding support could be sought through the County of Inyo's grant programs.

Moved by Commissioner Mueller and seconded by Commissioner Smith to approve requesting the Board of Supervisors authorize a \$5,000 Fine Fund expenditure to the Bishop Chamber of Commerce and Visitors Bureau to support the development and printing of an Inyo County Fishing Map Brochure, similar to the previous Inyo and Mono County joint fishing map brochure. Motion carried unanimously with Commissioners Mueller, Smith, Brown and Ivey voting yes, and with Commissioners Fredrickson and Allsup absent.

California Department of Fish and Wildlife and Other Agency Reports – Lt. Bill Dailey introduced the new Mammoth area warden Kaleb Eye to the Commission. Lt. Dailey reported on law enforcement activities in Inyo and Mono counties. There were no other reports forthcoming.

Commission Member Reports: The Chairperson called for Commission Member reports. Commissioner Ivey invited the Commissioners and members of the audience to attend the Annual Mt. Whitney Fish Hatchery BBQ being held this Saturday beginning at 4:p.m on the Hatchery grounds. Commissioner Mueller reported on the Mono County Kids Fishing Day, saying while the turnout was smaller than in previous years, the kids that participated benefitted from more individual interactions. Commissioner Mueller also expressed a desire to have someone from the Friends of the Mt. Whitney Fish Hatchery come to provide information to the Commission on the Independence Tribe's latest involvement in the Hatchery. Commissioner Ivey explained that the Tribe interaction with the Hatchery is in the very early stages and it might be better to make this request at a later date. There were no further reports forthcoming.

Next meeting: The Chairperson confirmed September 15, 2022 as the date for the next Fish and Wildlife Commission meeting.

Adjournment: Moved by Commissioner Mueller and seconded by Commissioner Ivey to adjourn the meeting at 3:35 p.m. Motion carried unanimously, with Commissioners Brown, Mueller, Ivey and Smith voting yes, and with Commissioners Allsup and Frederickson absent.

From: [Tawni Thomson](#)

To: pgunsolley@gmail.com

Subject: New Inyo County Fishing Map Brochure

Date: Thursday, August 11, 2022 4:15:45 PM

Hi Pat –

Thanks for including our request in the August Agenda. We'd like to request \$5,000 for the project. The map will cover fishing locations in Inyo County from Diaz Lake to Rock Creek Canyon. I'm working with Laura Patterson and the design is coming along nicely. I'll have some elements ready to show at the meeting. It will be very similar to the Mono County Version with basic info about regulations and sustainable fishing practices☺

Thanks!

Tawni Thomson

Executive Director

Bishop Area Chamber of Commerce & Visitors Bureau

690 N. Main Street

Bishop, CA 93514

Tel: 760-873-8405

www.bishopvisitor.com

“Small Town with a BIG Backyard!”



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: September 6, 2022

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2022

RECOMMENDED ACTION:

Treasury Status Report - Quarter Ending June 30, 2022

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market value of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. 06-30-2022 Treasury Status Report

APPROVALS:

Moana Chapman
Darcy Ellis
Moana Chapman
Alisha McMurtrie

Created/Initiated - 8/2/2022
Approved - 8/2/2022
Approved - 8/3/2022
Final Approval - 8/16/2022

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2022
DATE: July 29, 2022

The following status report of the County Treasury as of 06-30-2022 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 746 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:06/30/2022 was \$9,052,175.66 (Principal: \$9,233,673.70 plus Contributions: \$300,000.00 plus Interest: \$-479,257.53 less Fees: \$-2,240.51)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
6/30/2022

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"	\$191,135,566.09	
Deposit Authorizations	\$426,166.06	
Checks Paid on: 6/29/2022	(\$196,154.19)	
Journal Entry:	\$0.00	
Outgoing Debits:	(\$4,711,938.44)	06/30/2022 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	\$186,653,639.52	

TREASURER BALANCES:

CASH ON HAND:			
Drawer	\$501.65		
Vault	\$17,602.00		
CHECKS ON HAND:			
Date:			
Date:			
Date:			
BANK ACCOUNTS:			
Union Bank - General Account.	\$6,007,231.58		
Eastern Sierra Community Bank - Gen	\$4,521,660.67		
El Dorado #2107 - Directs Account	\$11,327.29		
El Dorado #9703 - Cash Account	\$101,636.25		
INVESTMENTS:			
Local Agency Investment Fund	\$31,999,758.81	Agency	Limit
UBS Money Market	\$3,500,000.00	1.88%	50,000,000
Local Agencies	\$422,744.32	0.23%	of 5.00%
Federal Agencies	\$105,000,000.00	56.25%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$7,976,898.43	4.27%	of 100.00%
Commercial Paper	\$13,872,147.22	7.43%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$6,695,000.00	3.59%	of 30.00%
U.S. Bank Money Market	\$6,208,799.42	3.33%	of 5.00%
Grand TTL Investments	\$175,675,348.20		
NOTES			
Maturities > 1 Year	\$109,106,770.58	58.45%	of 60.00%
GRAND TOTAL TREASURY BALANCE:	\$186,335,307.64		

RECONCILIATION

Treasury Over/Short:	(\$318,331.88)	
Explanation:	(\$241.19)	06/03/22 PENDING REVERSAL TO INTEREST CLEARING 04/15/22 ERROR IN 3RD QTR INTEREST - BACKFILL WITH 4TH QTR INTEREST
	(\$603,185.85)	06/29/22 REMOTE DEPOSIT IN TRANSIT
	(\$13,307.57)	06/30/22 REMOTE DEPOSIT IN TRANSIT
	\$86,250.00	06/30/22 CUSIP# 31846V567 - SETTLEMENT
	\$129,630.94	06/30/22 ICOE: PERS
	\$133,509.79	06/30/22 ICOE: PERS
	\$879.33	06/30/22 AUD PY: PIONEER PERS
	\$1,831.17	06/30/22 AUD PY: PIONEER PERS
	(\$53,698.50)	06/30/22 AUD: VENDOR PMT ERROR - REVERSAL PENDING
(\$40.03)		06/24/22 ED#9703: SIFPD WF AA CHG - CK# 2116
	(\$318,331.88)	

Prepared By: *Moana Chapman*

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
Aud PY - SD State Taxes	(\$10.00)
Aud PY - SD State Taxes	(\$12.36)
Aud PY - SD State Taxes	(\$19.90)
Aud PY - SD State Taxes	(\$30.00)
Aud PY - SD State Taxes	(\$49.81)
Aud PY - SD State Taxes	(\$60.97)
Aud PY - SD State Taxes	(\$65.00)
Aud PY - SD State Taxes	(\$142.45)
Aud PY - SD State Taxes	(\$229.64)
Aud PY - SD Federal Taxes	(\$309.86)
Aud PY - SD Federal Taxes	(\$373.86)
Aud PY - SD Federal Taxes	(\$476.84)
Aud PY - SD Federal Taxes	(\$548.90)
Aud PY - SD State Taxes	(\$604.98)
Aud PY - SD Federal Taxes	(\$613.70)
Aud PY - SD Federal Taxes	(\$689.08)
Aud PY - SD Federal Taxes	(\$897.13)
Aud PY - SD Federal Taxes	(\$1,048.46)
ICOE PY - The Education Corps	(\$1,541.54)
Aud PY - SD Federal Taxes	(\$1,743.33)
ICOE PY - College Bridge Academy	(\$1,858.67)
Aud PY - SD Federal Taxes	(\$2,900.12)
Aud PY - SD Federal Taxes	(\$4,656.16)
ICOE PY - The Education Corps	(\$4,864.69)
ICOE PY - College Bridge Academy	(\$5,373.08)
ICOE PY - Youthbuild Charter	(\$6,746.50)
ICOE PY - Youthbuild Charter	(\$28,167.27)
Aud PY - Special District PY	(\$35,264.33)
ICOE PY - LA Education Corps	(\$45,792.26)
ICOE PY - State Taxes	(\$92,918.06)
ICOE PY - Youthbuild Charter	(\$100,540.38)
ICOE PY - Federal Taxes	(\$425,114.02)
ICOE PY - PAYROLL	(\$2,388,636.24)
Auditor	(\$95,806.25)
Auditor	(\$119,799.80)
Auditor	(\$300,000.00)
ICOE - CALSTRS	(\$251,998.69)
ICOE - CALSTRS	(\$416,445.69)
Auditor	(\$109,737.19)
ICOE PY - PERS	(\$129,630.94)
ICOE PY - PERS	(\$133,509.79)
Aud PY - PERS	(\$879.33)
Aud PY - PERS	(\$1,831.17)
TOTAL	(\$4,711,938.44)

TREASURER'S DAILY RECONCILIATION

For the Business Day of

6/30/2022

Prepared and attached by: Moana Chapman

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction

Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2022

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	248,000.00	8/19/2025	1,146
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	248,000.00	3/13/2023	256
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	248,000.00	3/27/2024	636
BERKSHIRE BANK 1 10/20/2022	084601XL2	4/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	112
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,601
CAPITAL ONE NA 1.1 11/17/2026	14042TQB0	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,601
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	881
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,035
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	245,000.00	1/9/2024	558
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	248,000.00	8/12/2025	1,139
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	510
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,147
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	245,000.00	4/29/2025	1,034
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,601
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	248,000.00	8/18/2023	414
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	881
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	245,000.00	5/8/2025	1,043
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	250,000.00	4/30/2024	670
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	152
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	248,000.00	2/8/2023	223
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	874
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	153
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	248,000.00	8/20/2025	1,147
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	250,000.00	4/30/2025	1,035
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	248,000.00	3/19/2025	993
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	248,000.00	11/17/2026	1,601
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	881
Sub Total / Average Certificate of Deposit - 30 %			1.307	6,695,000.00	6,695,000.00	6,695,000.00		864

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,117
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	7/21/2025	1,117
Sub Total / Average Federal Agencies - 100 %			0.931	105,000,000.00	105,000,000.00	105,000,000.00		1,150
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	0.861	31,999,758.81	31,999,758.81	31,999,758.81	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			0.861	31,999,758.81	31,999,758.81	31,999,758.81		1
Treasury Notes Bonds - 100 %								
T-Note 0.016 4/30/2023	912828R28	5/11/2022	0.394	5,000,000.00	4,981,750.00	5,000,000.00	4/30/2023	304
T-Note 2.75 5/31/2023	9128284S6	6/16/2022	2.921	3,000,000.00	2,995,148.43	3,000,000.00	5/31/2023	335
Sub Total / Average Treasury Notes Bonds - 100 %			1.341	8,000,000.00	7,976,898.43	8,000,000.00		316
U.S. Bank Money Market - 5%								
U.S. Bank MM	MM5280	8/3/2021	1.260	6,208,799.42	6,208,799.42	6,208,799.42	N/A	1
Sub Total / Average U.S. Bank Money Market - 5%			1.260	6,208,799.42	6,208,799.42	6,208,799.42		1
UBS Money Market - 5 %								
UBS Financial MM	MM9591	6/30/2018	0.980	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			0.980	3,500,000.00	3,500,000.00	3,500,000.00		1
Total / Average			0.990	175,403,558.23	175,252,603.88	175,403,558.23		746

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
6/1/2022 to 6/30/2022

Leslie Chapman
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 6/1/2022	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2022
OPEB	\$9,233,673.70	\$300,000.00	-\$479,257.53	\$2,240.51	\$0.00	\$0.00	\$9,052,175.66
Totals	\$9,233,673.70	\$300,000.00	-\$479,257.53	\$2,240.51	\$0.00	\$0.00	\$9,052,175.66

Investment Selection

Source

OPEB Moderate HighMark PLUS

Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-5.19%	-10.17%	-12.95%	3.55%	4.85%	6.21%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.


Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **640380**
 Receipt Number:
 Geographical Code: **1400**
 Copies Mailed Date: **August 11, 2022**
 Issued Date: 

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **ZELLHOEFER, JON WILLIAM**
 Name of Business: **DIAMOND LIL'S**
 Location of Business: **59 OLD SPANISH TRAIL SUITE F
 TECOPA, CA 92389**
 County: **INYO**
 Is Premises inside city limits? **Yes** Census Tract: **0008.00**
 Mailing Address:(If different from premises address) **PO BOX 34
 TECOPA, CA 92389**
 Type of license(s): **48** Dropping Partner: Yes ___ No
 Transferor's license/name: **585877 / ZELLHOEFER, JON WILLIAM**

RECEIVED
AUG 15 2022
 Inyo County Administrator
 Clerk of the Board

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>
48 - On-Sale General Public Premises	PRM	Y	

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PREMISES TO PREMISES TRF	NA	0	08/11/22	\$815.00
Total					\$815.00

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO Date: August 11, 2022


Applicant Name(s)

ZELLHOEFER, JON WILLIAM

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **640405**
 Receipt Number: **2742055**
 Geographical Code: **1400**
 Copies Mailed Date: **August 12, 2022**
 Issued Date: 

RECEIVED

AUG 15 2022

Inyo County Administrator
 Clerk of the Board

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **ZELLHOEFER, CHERYL KAY**
 Name of Business: **DEATH VALLEY BREWING**
 Location of Business: **59 OLD SPANISH TRAIL BLDG 1 STE A
 TECOPA, CA 92389**

County: **INYO**

Is Premises inside city limits? **Yes** Census Tract: **0008.00**

Mailing Address:(If different from premises address) **PO BOX 34
 TECOPA, CA 92389**

Type of license(s): **23** Dropping Partner: Yes No

Transferor's license/name: **572486 / ZELLHOEFER, JON WILLIAM**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>	
23 - Small Beer Manufacturer	FID	Y		

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	FIDUCIARY TRANSFER	NA	0	08/12/22	\$105.00
Total					\$105.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: August 12, 2022

Applicant Name(s)

ZELLHOEFER, CHERYL KAY