

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

September 19, 2017

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Titles: Environmental Health Director; Health and Human Services Director.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator; and Marshall Rudolph, County Counsel. Negotiating Parties: Inyo County and Inyo County Development LLC. Under Negotiations: price and terms of payment.
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – 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. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following employees will be introduced to the Board: Serena Johnson, First 5 Director, and Jeannette Torres, Human Services Supervisor, Health and Human Services.
9. **PROCLAMATION – Wild Iris** – Request Board approve a proclamation declaring October Domestic Violence Awareness Month in Inyo County.

CONSENT AGENDA (Approval recommended by the County Administrator)

CORONER

10. Request Board approve the contract with Taema Weiss, M.D. for autopsy services for the term of October 1, 2017 through June 30, 2019 for a total contract amount not to exceed \$43,200, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR

11. Request your Board approve Amendment No. 11 to the contract between Allan D. Kotin & Associates and the County of Inyo, revising the contract schedule of fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. ***Parks & Recreation*** – Request Board approve a purchase order to Western Nevada Supply in the amount of \$10,000 for irrigation supplies throughout County parks and campgrounds.

HEALTH & HUMAN SERVICES

13. Request Board approve an annual bulk purchase of Eastern Sierra Transit Authority bus passes for Health and Human Services programs, in an amount not to exceed \$19,185.48, contingent upon the adoption of the Fiscal Year 2017-2018 Budget.
14. ***Behavioral Health*** – Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Application for, and Receipt of, No Place Like Home Program Technical Assistance Funds," and authorize Gail Zwier, Deputy Director of Behavioral Health, to execute the application on behalf of the County.

PUBLIC WORKS

15. Request Board: A) award the construction contract for the County Buildings Roofing Project to Brazos Urethane, Inc. of Fresno, CA in the amount of \$49,057.00; B) approve the construction contract with Brazos Urethane, Inc. and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws, contingent upon obtaining appropriate signatures.
16. Request Board: A) award the construction contract for the Water Department Roof Sealing Project to Universal Coatings, Inc. of Fresno, CA in the amount of \$28,250.00; B) approve the construction contract with Universal Coatings, Inc. and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.; and C) authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

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

17. **BOARD OF SUPERVISORS** – ***Mark Tillemans*** – Request Board approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal During 2017 National Public Lands Day Clean-up at Chuckwalla Hill."
18. **COUNTY ADMINISTRATOR** – ***Budget*** – Request Board: A) conduct a review and discussion of the Fiscal Year 2017-2018 Final Board Approved Budget including but not limited to: 1) those changes to the CAO Recommended Budget that were directed by the Board to be included in the Final Budget; and 2) any other changes which may be made as a result of today's discussion; B) adopt the Fiscal Year 2017-2018 Budget as recommended by the County Administrator and as amended, as directed on September 5, 2017; and C) approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting the Final Budget for Fiscal Year 2017-2018."
19. **PLANNING** – Request Board: A) receive a presentation on the 2017 California Desert Conservation and Recreation Protection Act and 2017 California Off-Road Recreation and Conservation Act; B) consider draft correspondence to Senator Dianne Feinstein and Congressman Paul Cook; and C) provide direction to staff and potentially authorize the Chairperson to sign the letters.

20. **SHERIFF'S DEPARTMENT** – Request Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for one (1) Deputy Sheriff position comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator and Auditor-Controller; and B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Deputy Sheriff, Range 67SA-SC (\$4,232 - \$5,677) and authorize up to Step D for a qualified lateral applicant.
21. **WATER DEPARTMENT** – Request Board: A) approve the contract between the County of Inyo and Environmental Science Associates for services to satisfy environmental review requirements for the Owens River Water Trail, in an amount not to exceed available funding of \$546,902 for the period of September 19, 2017 through November 1, 2018, and authorize the County Administrator to sign, subject to LADWP and the County entering into an agreement whereby LADWP agrees to provide funding to the County sufficient to cover the costs of the contract; B) authorize the County Administrator to execute and sign, upon concurrence of County Counsel and the Water Director, an agreement whereby LADWP agrees to provide funding to the County sufficient to cover the costs of the contract; and C) amend the Fiscal Year 2017-2018 Water Department Budget (Budget 024102) as follows: increase estimated revenue in Contribution from DWP (Object Code 4563) by \$546,902 and increase appropriation in Professional and Special Services (Object Code 5265) by \$546,902 (4/5ths vote required), contingent on a signed funding agreement with LADWP.
22. **COUNTY COUNSEL** – Request Board: A) receive information from staff and interested parties regarding appointing an alternate member of the Board of Supervisors to the Children and Families Commission; and B) introduce and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission."
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

28. **PUBLIC COMMENT**

CORRESPONDENCE – ACTION

29. ***Eastern Sierra Community Services District*** – Request Board approve the re-scheduling of Eastern Sierra Community Services District Governing Board Elections from odd-numbered years to even-numbered years in accordance with Elections Code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and approve the consolidation of the District's Governing Body Elections with the Statewide General Election pursuant to Elections Code 10404.

CORRESPONDENCE – INFORMATIONAL

30. ***California Fish and Game Commission*** – Notice of proposed regulatory action relative to freshwater sport fishing regulations, including artificial lure and bait definition changes.

BOARD MEMBER AND STAFF REPORTS

TO: The Inyo County Board of Supervisors, Darcy Ellis

FROM: Misti Clark

DATE: August 25, 2017

RE: Domestic Violence Awareness Month Proclamation

Hi Darcy,

We are thankful for the continued support in declaring October 2017 as Domestic Violence Awareness Month. Wild Iris will be recognizing this year's awareness month by supporting numerous community events as well as sponsoring and co-sponsoring some of our own. We would like to request your support, once again, by declaring October 2017 Domestic Violence Awareness Month.

If you have room on the agenda for the Tuesday, September 19, 2017 meeting, we are requesting to be put on the agenda. Please call the Bishop Office @ 760.873.6601 or send me an email to confirm this date and time or make suggestions for alternatives to this request.

Thank You,

Misti Clark
Programs Manager
Wild Iris



**PROCLAMATION OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING THE MONTH OF OCTOBER 2017
DOMESTIC VIOLENCE AWARENESS MONTH IN INYO COUNTY**

WHEREAS, although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and

WHEREAS, domestic violence programs in California provide essential, lifesaving services for victims and their children fleeing violence; and

WHEREAS, advocates and organizations work on behalf of victims every day, and domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence and must be recognized and applauded for their work; and

WHEREAS, victims of domestic violence embody incredible strength and resilience; and

WHEREAS, there is a need to increase the public awareness and understanding of domestic violence and the needs of victims; and

WHEREAS, domestic violence affects women, men, and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to intimate partner violence; and

WHEREAS, according to the American Psychological Association, women with disabilities have a 40 percent greater risk of intimate partner violence than women without disabilities; and

WHEREAS, American Indian women residing on reservations suffer domestic violence and physical assault at rates 50% higher than women of other races and at least 70% of this violence is committed by persons of another race; and

WHEREAS, there is a need to understand the complexity of violence as perpetuated within communities and against communities, and the fear of many victims to report to law enforcement; and

WHEREAS, domestic violence has a significant economic impact on women throughout the country, with an estimated 8 million days of paid work lost as the result of intimate partner violence (domestic violence costs \$8.3 billion in expenses annually: a combination of \$5.8 billion in higher medical costs and \$2.5 billion in lost productivity); and

WHEREAS, among families domestic violence is the third leading cause of homelessness; and

WHEREAS, all victims deserve access to culturally appropriate programs and services to increase their safety and improve their life situations; and

WHEREAS, approximately 40% of California women experience physical intimate partner violence in their lifetimes; and

WHEREAS, women 18-24 years of age are significantly more likely to be victims of physical intimate partner violence than women in other age groups; and

WHEREAS, California law enforcement agencies received 162,302 domestic violence-related calls in 2015; and

WHEREAS, there were 118 domestic violence related homicides in California in 2015, of which 91 of the fatalities were female and 27 were male; and

WHEREAS, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, and serious adult health problems; and

WHEREAS, the Inyo County Board of Supervisors recognizes the vital role that all residents can play in preventing and one day ending domestic violence.

NOW THEREFORE BE IT RESOLVED, the Inyo County Board of Supervisors proclaims October 2017 as Domestic Violence Awareness Month in Inyo County.

PASSED AND ADOPTED this 19th day of September 2017.

Supervisor Mark Tillemans, Board Chairperson



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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|---------------------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER 10 |
|---------------------------------------------------------|

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

FROM: Jason Molinar, Inyo County Coroner
FOR THE BOARD MEETING OF: September 19, 2017
SUBJECT: Approval of Contract for Autopsy Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract with Taema Weiss, M.D., for autopsy services for the term of October 1, 2017 through June 30, 2019 for a total contract amount not to exceed \$43,200, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This contract is being brought to you due to the recent cancellation of Dr. Milton Jones' contract. These services are still needed in the Southern portion of the County and Dr. Weiss has offered up her services to replace Dr. Jones' services at the same rates, so there is no additional expense to the County. She is also the only physician in Southern Inyo County with the expertise to provide autopsy services.

ALTERNATIVES:


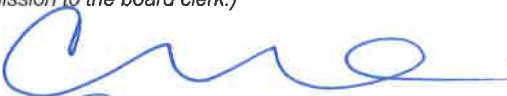

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

APPROVALS

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/11/17</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/12/2017</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>9/12/17</u> |

DEPARTMENT HEAD SIGNATURE:

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



Date: 09/08/2017

AGREEMENT BETWEEN COUNTY OF INYO
AND Taema Weiss
FOR THE PROVISION OF Autopsy SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Taema Weiss 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 Jason Molinar, whose title is Coroner. 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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 10/01/2017, to 06/30/2019, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) 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

\$43,200

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

| | | |
|----------------------------|-------|----------------|
| County of Inyo: Coroner | _____ | Department |
| 325 West Elm Street | _____ | Address |
| Bishop, CA 93514 | _____ | City and State |

| | | |
|--------------------------------|-------|----------------|
| Contractor: Taema Weiss, MD | _____ | Name |
| 387 Willow Street | _____ | Address |
| Bishop, CA 93514 | _____ | City and State |

25. ENTIRE AGREEMENT.

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Taema Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

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

COUNTY OF INYO:

CONTRACTOR:

By: _____

By: Taema Weiss
Type or Print Name
Taema Weiss
Signature

Dated: _____

Dated: 9/8/17

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Taema Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 10/01/2017 **TO:** 06/30/2019

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Taema Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 10/01/2017 **TO:** 06/30/2019

SCHEDULE OF FEES:

Gross Complete Autopsy.....\$900.00

External examination to determine cause of death or medical consultation.....\$400.00

Reimbursement of other necessary charges in determining cause of death. Microscopic
examination or other needed tests.....\$As billed

(As billed by an outside service that provides the tests required, with a copy of their actual invoice attached)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: County Administrator

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Amendment #11 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

DEPARTMENTAL RECOMMENDATION

Request your Board approve Amendment #11 to the contract between Allan D. Kotin & Associates and the County of Inyo, revising the contract schedule of fees, and authorize the Chairperson to sign contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION

In December of 2011, your Board approved a contract with Allan D. Kotin and Associates (ADK&A), a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm have been retained by the County to advise and represent the County on two potential and relatively complex real estate projects: (1) the Consolidated Office Building, for which the County is in the midst of lease negotiations with Inyo Development LLC; and, (2) the possible evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Wildlife and Friends of Mount Whitney Fish Hatchery.

The recommended amendment to the ADK&A contract simply updates his firm's fee schedule and will allow for Mr. Kotin's continued participation in both the Mount Whitney Fish Hatchery and Consolidated Office Building projects, if and when, those projects move forward. This current amendment is updating the subcontractor information and is also adjusting Mr. Kotin's hourly rate from \$225 to \$250. The contract "not to exceed" amount is not increasing at this time. If more substantial consulting services are necessary, an additional contract amendment will be presented for consideration by your Board as needed.

ALTERNATIVES

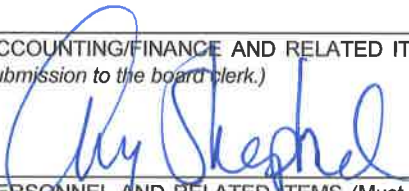
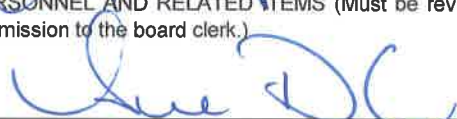
Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in discussions regarding the long-term disposition of the Mount Whitney Fish Hatchery, or continue with its thorough analysis and negotiation of the Consolidated Office Building project.

OTHER AGENCY INVOLVEMENT

County Counsel, Public Works and County Administration are working with Mr. Kotin relative to negotiations for the Consolidated County Office Building Project. Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery could involve County staff and Mr. Kotin working with the State Department of Fish and Wildlife and Friends of Mt. Whitney Fish Hatchery, the Rural Desert Southwest Brownfields Coalition, U.S. EPA, and, possibly, the State Department of General Services and the County's legislative delegation.

FINANCING

Funding for this contract is provided through the CAO-Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265, and is included in the Board approved Fiscal Year 2017-2018 Budget. There are no changes in the contract amount at this time. However, if necessary, the Kotin contract may come back to your Board at a future date with the request to increase the contract amount.

| <u>APPROVALS</u> | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/14/17</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:  Date: 09-13-2017
 (Not to be signed until all approvals are received)

**AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF Real Estate Consulting SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allan D. Kotin & Associates of Los Angeles, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 20, 2011 on County of Inyo Standard Contract No. 156 for the term from November 1, 2011 to June 30, 2018 (Extended in length with Amendment #10).

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

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

County and Contractor hereby amend such Agreement as follows:

ATTACHMENT B

SCHEDULE OF FEES:

Consultant's services will be paid based on the following rate schedule:

| | |
|--------------|----------------|
| Allan Kotin | \$250 per hour |
| Faith Backus | \$175 per hour |
| Sue Sturmer | \$125 Per hour |

For visits to a County-specified client site, the Consultant's time will be paid based on one half the travel time, estimated at 4 hours when traveling to Inyo County, in accordance with this rate schedule.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allan D. Kotin & Associates
FOR THE PROVISION OF Real Estate Consulting SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: 
Signature

Dated: _____

ALLAN D. KOTIN
Type or Print

Dated: Sept 14, 2017

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: September 19, 2017

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

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Western Nevada Supply in the amount of \$10,000 from the Parks and Recreation Budget 076900. This \$10,000 will be in addition to the existing purchase order of \$7270.34, which was for a Fertilizer Injector System for the Millpond Recreation Area.

SUMMARY DISCUSSION:

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


ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Parks and Recreation budget for the 2017/2018 fiscal year budget, Budget 076900, Object Code 5182.

APPROVALS

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u> N/A </u> Date <u> </u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/8/17</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u> N/A </u> Date <u> </u> |

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



Date: 9/8/17



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Bulk purchase of Eastern Sierra Transit Authority (ESTA) Bus Passes for Health & Human Services Programs

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an annual bulk purchase of ESTA bus passes for Health & Human Services Programs in an amount not to exceed \$19,185.48, contingent upon the adoption of the FY 17/18 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Health & Human Services would like to do an annual bulk purchase of all bus passes for all eligible Health & Human Services programs in order to take advantage of the opportunity to receive a 10% discount towards the price of some of the passes. There are several programs purchasing the passes, and a spreadsheet is attached detailing the amount of passes and amounts charged to each division. The 10% discount savings total that Health & Human Services would realize is \$2,131.72.

The purchase of passes for the ESAAA program allow seniors to get to the Senior centers for the congregate meals and activities, or to their doctor appointments, and are an allowable CDA Title IIIB Transportation cost. The passes for the Eligibility programs are for participants in the program to get to work places and meet their participation requirements. The Wellness Center purchases allow the program participants to start to become more autonomous in their daily lives and become less dependent on the Mental Health program and staff. The Adult Protective Services, Child Protective Services, Substance Use Disorder and FIRST passes will be used by clients to get to their required appointments or court dates that they must attend to stay compliant with the program.

ALTERNATIVES:

Denying this request would mean that we would not be able to receive the 10% discount for all of the bus passes and would be delay our ability to provide transportation assistance to clients in these various programs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State, Federal and Realignment funds. The budgets are as follows: ESAAA (683000) - \$13,446.00 in General Operating (5311); Social Services (055800) - \$2,842.38 in Support & Care (5501); Mental Health (045200) - \$2,167.20 in Support & Care (5501); FIRST (055801) - \$477.90 in Support and Care (5501); and SUD (045315) - \$252.00 in General Operating (5311). No County General Funds.

APPROVALS

AUDITOR/CONTROLLER:

ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*



Approved:  Date: _____

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



Date: 9/8/17

| In | Qty | Unit | Description | Pass Price | Total | Notes | Bishop | Invo | JARC LPX | JARC MMX | 395 Route | TOTAL |
|----|-----|-----------------|---------------------------------------|------------|--------------------|-------|------------|------------|------------|----------|------------|-------------|
| | 10 | One Way Adult | Bishop to Carson City | \$37.00 | \$370.00 | | | | | | \$370.00 | \$370.00 |
| | 30 | One Way Adult | Bishop to Lancaster | \$32.00 | \$960.00 | | | | | | \$960.00 | \$960.00 |
| | 34 | One Way Adult | Mammoth - Bishop | \$7.00 | \$238.00 | | | | \$238.00 | | | \$238.00 |
| | 40 | One Way Adult | Bishop - Mammoth | \$7.00 | \$280.00 | | | | \$280.00 | | | \$280.00 |
| | 275 | One Way Adult | Bishop Multi-Zone DAR | \$4.20 | \$1,155.00 | | \$693.00 | \$462.00 | | | | \$1,155.00 |
| | 73 | 10 Punch Adult | Bishop Multi-Zone DAR | \$37.80 | \$2,759.40 | | \$1,655.64 | \$1,103.76 | | | | \$2,759.40 |
| | 6 | One Way Adult | Big Pine - Bishop | \$3.75 | \$22.50 | | | \$22.50 | | | | \$22.50 |
| | 4 | One Way Adult | Indy - Bishop | \$6.50 | \$26.00 | | | \$26.00 | | | | \$26.00 |
| | 378 | 10 Punch Senior | Bishop DAR | \$21.60 | \$8,164.80 | | \$4,898.88 | \$3,265.92 | | | | \$8,164.80 |
| | 63 | 10 Punch Senior | Lone Pine-Bishop | \$33.00 | \$2,079.00 | | | \$2,079.00 | | | | \$2,079.00 |
| | 22 | One Way Senior | Lone Pine-Bishop | \$6.50 | \$143.00 | | | \$143.00 | | | | \$143.00 |
| | 3 | 10 Punch Adult | Bishop Dial-A-Ride Zone 1 | \$27.00 | \$81.00 | | \$48.60 | \$32.40 | | | | \$81.00 |
| | 5 | 10 Punch Adult | Lone Pine Dial-A-Ride Zone 1 | \$27.00 | \$135.00 | | | \$135.00 | | | | \$135.00 |
| | 225 | 10 Punch Senior | Lone Pine Dial-A-Ride Zone 1 | \$21.60 | \$4,860.00 | | | \$4,860.00 | | | | \$4,860.00 |
| | 6 | One Way Adult | Lone Pine-Bishop | \$7.25 | \$43.50 | | | \$43.50 | | | | \$43.50 |
| | | | Total price for all passes | | \$21,317.20 | | \$7,296.12 | \$9,859.08 | \$2,314.00 | \$518.00 | \$1,330.00 | \$21,317.20 |
| | | | 30 day pass not eligible for 10% disc | | \$0.00 | | | | | | | |
| | | | Passes Eligible for 10% discount | | \$21,317.20 | | | | | | | |
| | | | 10% Bulk Pass Discount | | \$2,131.72 | | | | | | | |
| | | | Total Due | | \$19,185.48 | | | | | | | |

| Fares Object Code: 4819 | | | | |
|-------------------------|------------|------------|----------|--------------|
| Bishop | Invo | JARC LPX | JARC MMX | 395 Route |
| 153204 | 153202 | 612493 | 612494 | 153206 |
| \$6,566.51 | \$8,873.17 | \$2,082.60 | \$466.20 | \$1,197.00 |
| | | | | Total |
| | | | | \$19,185.48 |

ESAAA \$ 13,446
 CMH \$ 2,167.20
 SS \$ 2,842.38
 FIRST \$ 477.90
 SVD \$ 252.00
\$ 19,185.48



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---------------------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER 14 |
|---------------------------------------------------------|

Consent Departmental Correspondence Action Public Hearing
 Scheduled Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Adopt Resolution No, 2017- ____ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Application for, and Receipt of, No Place Like Home Program Technical Assistance Funds," and provide authority to Gail Zwier, Deputy Director of Behavioral Health, to execute the application on behalf of the county.

DEPARTMENTAL RECOMMENDATION:

Request Board adopt Resolution No, 2017- ____ entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Application for, and Receipt of, No Place Like Home Program Technical Assistance Funds," authorizing application for, and receipt of Mental Health Services Act (MHSA) No Place Like Home (NPLH) Technical Assistance Grant Funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This resolution is the required mechanism as stated in Section 107, subsection (a)(2), of the No Place Like Home Program 2017 Technical Assistance Grant Application that allows Inyo County HHS Behavioral Health to apply for, and if accepted, receive a onetime amount of \$75,000 for NPLH technical assistance under the Department of Housing and Community Development's Notice of Funding Availability (NOFA). These funds will be used to assess for and develop a viable housing project or strategy for those persons in Inyo County who have a mental illness and have insecure housing or are homeless. The Resolution also authorizes the County Administrative Officer or his designee to execute the County of Inyo NPLH Program Technical Assistance Grant Application, the NPLH Program Technical Assistance Grant Documents, and any amendments thereto, on behalf of the County as required by the Department of Housing and Community Development for the receipt of the NPLH Program Technical Assistance Grant.

ALTERNATIVES:

Your board could deny this request resulting in an inability to access these technical assistance funds for use in the development of a NPLH plan.

OTHER AGENCY INVOLVEMENT:

Department of Housing and Community Development

FINANCING:

No impact on County General Funds. Funds received will be placed in the Mental Health Services Act trust account (505306) in accordance with Welfare and Institutions Code 5849.10 as related to NPLH and will be recognized as revenue in CMH (045200) to offset NPLH allowable planning activities.

APPROVALS

COUNTY COUNSEL:

Newbaker

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

Approved: yes Date: 8/23/17

AUDITOR/CONTROLLER:

[Signature]

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

Approved: yes Date: 8/24/17

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Mauffman

Date: 8/29/17

RESOLUTION NO. 2017- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, NO PLACE LIKE HOME PROGRAM
TECHNICAL ASSISTANCE GRANT FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has Issued a Notice of Funding Availability dated April 10, 2017 (NOFA), for its No Place Like Home (NPLH) Program Technical Assistance Grants; and

WHEREAS, the County of Inyo desires to submit a project application for the NPLH Program and will submit a 2017 Technical Assistance Grant Application as described in the NPLH Program Technical Assistance Grants NOFA and NPLH Program Technical Assistance Grant Guidelines released by the Department for the NPLH Program; and

WHEREAS, the Department is authorized to provide up to \$6.2 million from the Mental Health Services Act Fund for technical assistance and application preparation assistance to counties (as described in Welfare and Institutions Code §5849.10) related to the NPLH Program.

NOW, THEREFORE, THE COUNTY OF INYO RESOLVES AS FOLLOWS:

SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department the 2017 NPLH Program Technical Assistance Grant Application released April 10, 2017 in the amount of \$75,000.

SECTION 2. In connection with the NPLH Program Technical Assistance Grant, if the application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$75,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the NPLH Program Technical Assistance Grant, the County's obligations related thereto, and all amendments thereto (collectively, the "NPLH Technical Assistance Grant Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the NPLH Program Technical Assistance Guidelines, the NPLH statute Welfare and Institutions Code §5849.1 et. Seq.), and any applicable NPLH Program guidelines published by the Department. Funds are to be used for allowable project expenditures specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines presented in the application will be enforceable through the executed Standard Agreement. The County hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the NPLH Program

Technical Assistance Grant NOFA, the NPLH Program Technical Assistance Guidelines, and 2017 NPLH Program Technical Assistance Grant Application.

SECTION 4. The County Executive or designee is authorized and directed to execute the County of Inyo NPLH Program Technical Assistance Grant Application, the NPLH Program Technical Assistance Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the NPLH Program Technical Assistance Grant.

ADOPTED _____, 2017, by the County Board of Supervisors of the County of Inyo by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: Kevin Carunchio
Clerk of the Board

Chairperson
Inyo County Board of Supervisors

APPROVED AS TO FORM:



By: _____

Darcy Ellis, Assistant

County Counsel

**NO PLACE LIKE HOME (NPLH) PROGRAM
2017 TECHNICAL ASSISTANCE GRANT
APPLICATION**



**State of California
Governor Edmund G. Brown Jr.**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

April 10, 2017

County: INYO

A. APPLICANT INFORMATION

The Applicant is the County. Please enter the following required information.

| | | | | | |
|----------------------------------|---------------------------------------|--------|----------------|------|-------|
| Applicant (County) Name: | County of Inyo | | | | |
| Mailing Address: | 162 J. Grove | | | | |
| City: | Bishop | State: | CA | Zip: | 93515 |
| County: | Inyo | | | | |
| Website: | | | | | |
| Authorized Representative Name: | Gail Zwier, Ph.D. | | | | |
| Authorized Representative Title: | Deputy HHS Director Behavioral Health | | | | |
| Phone: | (760) 872-2590 | Fax: | (760) 873-3277 | | |
| Email: | gzwier@inyocounty.us | | | | |
| Contact Person Name: | Gail Zwier, Ph.D. | | | | |
| Contact Person Title: | Deputy HHS Director Behavioral Health | | | | |
| Phone: | (760) 872-2590 | Fax: | (760) 873-3277 | | |
| Email: | gzwier@inyocounty.us | | | | |

B. CERTIFICATION

Please print, sign and submit the original application to the Department.

As the official designated by the Governing Body, I hereby certify that if approved by the Department for funding, I assume the responsibilities specified in the NPLH Program Technical Assistance Notice of Funding Availability and Technical Assistance Program Guidelines and that the information and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

| | |
|------------|---------------------------------------|
| Signature: | |
| Name: | Gail Zwier, Ph.D. |
| Title: | Deputy HHS Director Behavioral Health |
| Date: | |

C. TECHNICAL ASSISTANCE FUNDS

Technical assistance funds are made available to each county based on population size. Please select the appropriate box.

HCD shall provide funds to a county as follows:

- \$150,000 to the County of Los Angeles and to large counties (population greater than 750,000)
- \$100,000 to medium counties (population between 200,000 to 750,000)
- \$75,000 to small counties (population less than 200,000)

D. ELIGIBLE USE OF FUNDS

Select the proposed eligible use of funds below. Please select all that apply:

Eligible use of technical assistance funds includes, but is not limited to, funding activities to support assistance around the performance of the following activities:

- Applying for NPLH program funds
- Implementing NPLH activities
- Coordinating NPLH funded activities with local homelessness systems, including Coordinating Entry Systems
- Collecting NPLH data, sharing data amongst multiple systems, evaluating program activities, and meeting other NPLH program requirements related to these systems
- Implementing other capacity-buiding activities related to creating permanent supportive housing models suitable for the Target Population
- Delivering a range of supportive services to tenants
- Developing or updating a county homeless plan
- Other: (Please list -- see examples below)

E. OTHER ELIGIBLE USE OF FUNDS

Other eligible use of funds may include, but is not limited to, the following: ¹

- A. Hiring staff or consultants to assist with:
 1. identifying potential site for permanent supportive housing,
 2. developing a process to identify potential developers,
 3. monitoring activities of developers to ensure adherence with NPLH Program requirements,
 4. brokering relationships between the county and affordable housing developers and/or housing authorities, and
 5. identifying and applying for additional redources for capital, supportive services, and operating costs.
- B. Coordinating and partnering with other county and community providers (e.g. social services, healthcare, education, and homeless providers and law enforcement entities) to increase understanding of the intersections and overlapping needs of these sectors' shared homeless clientele
- C. Coordinating and communicating with HCD, Department Health Care Services, and other state agencies to support learning, identification of additional training and technical assistance needs and regional collaboration
- D. Developing a homeless plan

¹Additional information is avaiable in the NPLH Program TA Grant Guidelines.

INYO

F. APPLICATION REQUIREMENTS

All applicants must submit one complete and signed original hard copy of this application with a signed Resolution. Applications transmitted by facsimile will not be accepted. Applications will be accepted by the Department until 5:00 p.m. on September 30, 2017 as specified in the Notice of Funding Availability.

G. THRESHOLD REQUIREMENTS

All applications must meet the following threshold requirements:

- Completed and signed original application
- Resolution signed by the Governing Body authorizing Applicant to apply for and accept NPLH Program Technical Assistance Grant funds

H. LEGISLATIVE INFORMATION

Applicants must complete the following Legislative Information.

| | | |
|-----------------|-----------|-----------------------------|
| District Number | Assembly: | District 5 Franklin Bigelow |
| | Senate: | District 8 Tom Berryhill |
| | Congress: | District 8 Paul Cook |

I. CHECKLIST

Applicants may utilize the following checklist to ensure that all requirements are met with the submission of the application.

- Completed and signed original application
- Applicant's Information
- Legislative Information
- Resolution signed by Governing Body

2017 NOTICE OF FUNDING AVAILABILITY

NO PLACE LIKE HOME PROGRAM TECHNICAL ASSISTANCE GRANTS



**State of California
Governor Edmund G. Brown Jr.**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771
Website: <http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml>

April 10, 2017

2017 NOTICE OF FUNDING AVAILABILITY (NOFA) NO PLACE LIKE HOME PROGRAM TECHNICAL ASSISTANCE GRANTS

INTRODUCTION

On July 1, 2016, Governor Brown signed legislation¹ enacting the No Place Like Home (NPLH) Program to dedicate \$2 billion in bond proceeds for the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or are at-risk of chronic homelessness. Welfare and Institutions Code Section 5849.10 appropriates \$6.2 million from the Mental Health Services Fund to provide technical assistance to counties related to the NPLH Program.

FUNDING AVAILABLE

The Department of Housing and Community Development (HCD) is announcing the availability of approximately \$6.2 million in funding for Application Preparation and Technical Assistance Grants (TA Grants) for the NPLH Program. Funding is made available from the Mental Health Services Fund pursuant to an appropriation provided by subsection (a) of Section 5849.10 of the Welfare and Institutions Code.

PROGRAM SUMMARY

NPLH Program TA Grants will be awarded to counties² to fund eligible activities that support the planning, design and implementation of Coordinated Entry Systems, permanent supportive housing and the accompanying supportive services for individuals suffering from serious mental illness. Additional information on eligible activities and other requirements is contained in the NPLH Program Technical Assistance Guidelines that are available on the HCD webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/nplh.shtml>.

TECHNICAL ASSISTANCE GRANT AMOUNTS

Upon submission of an application (on the HCD form provided) and approval by HCD, HCD shall award funds in the form of a grant as follows:

- \$150,000 to the County of Los Angeles and to large counties (population greater than 750,000);
- \$100,000 to medium counties (population between 200,000 to 750,000); and
- \$75,000 to small counties (population less than 200,000).

¹ AB 1618, Chapter 43, Statutes of 2016, effective July 1, 2016, as amended by AB 1628, Chapter 322, Statutes of 2016, effective September 13, 2016.

² The definition of county includes a city and a county, and a city receiving funds pursuant to Section 5701.5 of the Welfare and Institutions Code.

APPLICATION SUBMISSION REQUIREMENTS

Applications will be accepted beginning the first business day following release of this NOFA and must be received by HCD no later than **5:00 p.m.** on **September 30, 2017**. HCD will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, Fed Ex or other carrier services that provide date stamp verification confirming delivery to HCD's office. Please contact HCD if delivery is not completed by fault of the private courier/U.S. Mail.

Personal deliveries are not accepted. The delivery address is:

Department of Housing & Community Development
Division of Financial Assistance
No Place Like Home Program
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

Applications that do not meet the filing deadline will not be eligible for funding. Applications must be on the HCD form provided and cannot be altered or modified by the Applicant.

THRESHOLD REQUIREMENTS

All applications must meet the following threshold requirements:

- Completed and signed original application.
- Resolution from the governing body of the jurisdiction (typically the County Board of Supervisors), with specific permission to apply for and receive NPLH Program Technical Assistance Grant funds. For a sample Resolution, see Attachment A.

APPLICANT NOTIFICATION

Applicants will be notified within 30 days of HCD's receipt of their application regarding the status of the application and any additional information required.

AWARD LETTER AND STANDARD AGREEMENT

Successful applicants will receive an Award Letter from HCD and will be awarded funds through the Standard Agreement process that will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the NPLH Program TA Grant Award Standard Agreement.

Section 100. Purpose and Scope

- (a) The No Place Like Home (NPLH) Program was established by Part 3.9 of Division 5 of the Welfare and Institutions Code (commencing with Section 5849.1) enacted in 2016.
- (b) The purpose of the NPLH Program is to provide financing for acquisition, design, construction, rehabilitation and preservation costs, and to capitalize operating reserves for permanent supportive housing for individuals living with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.
- (c) The purpose of these Technical Assistance Guidelines (Guidelines) is to implement and interpret the technical assistance component of the NPLH Program. Section 5849.10 authorizes the Department of Housing and Community Development (Department) to establish terms, conditions and procedures for awarding funds for technical and application preparation assistance to Counties.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Sections 5849.7, 5849.10, Welfare and Institutions Code.

Section 101. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meaning of terms ascribed in Part 3.9 of Division 5 of the Welfare and Institutions Code (commencing with Welfare and Institutions Code Section 5849.1).

- (a) "Applicant" means a County.
- (b) "Chronically Homeless" has the same meaning as defined in 24 Code of Federal Regulations (CFR) 578.3, as that section read on May 1, 2016, as follows:
 - (1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - (A) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - (B) Has been homeless and living as described in paragraph (1) (A) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1) (A). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- (c) "County" or "Counties" includes, but is not limited to, a city and county, and a city receiving funds pursuant to Section 5701.5 of Welfare and Institutions Code.
- (d) "At-Risk of Chronic Homelessness" includes, but is not limited to, persons who are at high-risk of long-term or intermittent homelessness, including persons with mental illness exiting institutionalized settings, including, but not limited to, jail and mental health facilities who were homeless prior to admission, transition age youth experiencing homelessness or with significant barriers to housing stability, and others.
- (e) "Homeless" has the same meaning as defined in 24 CFR 578.3, as that section read on May 1, 2016, including, but not limited to:
- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (A) An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground,
 - (B) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals), or
 - (C) An individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - (2) An individual or family who will imminently lose their primary nighttime residence provided that:
 - (A) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance,
 - (B) No subsequent residence has been identified, and

(C) The individual or family lacks the resources or support networks, such as family, friends, faith-based or other social networks, needed to obtain other permanent housing,

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(A) Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 USC 1786 (b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a),

(B) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance,

(C) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance, and

(D) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment, or

(4) Any individual or family who:

(A) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence,

(B) Has no other residence, and

(C) Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.

(f) "Continuum of Care" has the same meaning as defined in 24 CFR Section 578.3, that is, the group organized to carry out the responsibilities under 24 CFR Part 578, and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations,

governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

- (g) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to 24 CFR Section 578.7(a)(8), as that section read on May 1, 2016, designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.¹
- (h) “Department” means the Department of Housing and Community Development.
- (i) “County Homeless Plan” means a county plan to combat homelessness, which includes a description of homelessness countywide, any special challenges or barriers to serving the Target Population, county resources applied to address the issue, available community-based resources, an outline of partners and collaborations, and proposed solutions.
- (j) “Housing First” is an evidence-based model that uses housing as a tool, rather than a reward, for recovery, and centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed, and requested, on a voluntary basis and do not make housing contingent on participation in services or programs.
- (k) “Permanent Supportive Housing” has the same meaning as “supportive housing,” as defined in Section 50675.14 of the Health and Safety Code, except that permanent supportive housing shall include associated facilities if used to provide services to housing residents.
- (l) “Serious Mental Disorder” has the same definition as in Welfare and Institutions Code Section 5600.3 which provides, *in part*, that a serious mental disorder is “severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section shall not be construed to exclude persons with serious mental disorder and a diagnosis of substance abuse, developmental disability, or other physical or mental disorder.”²

¹ For more information, see [HUD's Coordinated Entry Policy Brief](#).

² The full definition is contained in subdivision (b) of Section 5600.3 of the Welfare and Institutions Code.

- (m) "Seriously Emotionally Disturbed Children or Adolescents" has the same definition as in Welfare and Institutions Code Section 5600.3(a)(1), which provides, *in part*, that Seriously Emotionally Disturbed Children or Adolescents means "minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms."³
- (n) "Target Population" means individuals or households that include one or more individuals described in Welfare and Institutions Code Section 5600.3 (including, but not limited to "Seriously Emotionally Disturbed Children or Adolescents" and adults or older adults who have a "Serious Mental Disorder") who are homeless, chronically homeless, or at risk of chronic homelessness.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Sections 5849.2, 5849.10, Welfare and Institutions Code.

Section 102. Technical Assistance Grant Amounts

- (a) Upon application by a County, the Department shall award funds in the form of a grant as follows:
 - (1) \$150,000 to the County of Los Angeles and to large counties (population greater than 750,000),
 - (2) \$100,000 to medium counties (population between 200,000 to 750,000), and
 - (3) \$75,000 to small counties (population less than 200,000).

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Section 5849.10(c), 5849.6, Welfare and Institutions Code.

Section 103. Eligible Uses of Funds

- (a) Eligible uses of NPLH technical assistance grant funds include costs associated with the planning, design, application for, and implementation of, an NPLH project. Eligible uses include:
 - (1) Assistance in applying for NPLH Program funds,
 - (2) Assistance in implementing NPLH Program activities, including the development of permanent supportive housing that uses Housing First principles for the Target Population,
 - (3) Assistance in coordinating funded activities with local homelessness systems, including Coordinated Entry Systems,

³ The full definition is contained in paragraph (1) of subdivision (a) of Section 5600.3 of the Welfare and Institutions Code.

- (4) Assistance in collecting data, sharing data amongst multiple systems, evaluating program activities, sharing data among multiple systems, and implementing regulatory and homelessness systems, and
 - (5) Assistance in planning for delivering a range of supportive services to tenants.
- (b) A county may subcontract for eligible technical assistance activities or provide them directly. A county may also coordinate or collaborate in their use of technical assistance grant funds. The following activities are examples of how NPLH technical assistance grant funds may be used; to:
- (1) Promote evidence-based service delivery, including soliciting consumer feedback,
 - (2) Develop or implement community acceptance strategies,
 - (3) Hire staff or consultants to assist with:
 - (A) Identifying potential sites,
 - (B) Developing a process to identify potential developers, or development sponsors,
 - (C) Monitoring activities of developers or development sponsors to ensure adherence with NPLH Program requirements,
 - (D) Brokering relationships and coordinating activities between parties involved in providing housing and/or services to members of the Target Population, including but not limited to, the county, affordable housing developers and/or housing authorities, service providers, and local Coordinated Entry Systems, and
 - (E) Identifying and applying for additional resources for capital, supportive services, and operating costs.
 - (4) Coordinate and partner with other county and community providers (e.g., social services, healthcare, education, homeless providers) to increase understanding of the intersections and overlapping needs of these sectors' shared clientele,
 - (5) Coordinate and communicate with the Department, the Department of Health Care Services, and other State agencies to support learning, identification of additional training and other technical assistance needs, regional collaboration,
 - (6) Implement other capacity-building activities related to creating housing models suitable for the Target Population; and
 - (7) Develop or update a county homeless plan.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Sections 5849.10(b), Welfare and Institutions Code.

Section 104. Expenditure Deadline

- (a) NPLH technical assistance grant funds not expended by September 30, 2020, shall be used to augment the Department's contracts (if any) for expert technical assistance and application preparation assistance to counties, as described in Section 105 below.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Section 5849.10(d), 5849.10(e), Welfare and Institutions Code.

Section 105. Department Provided Technical Assistance

- (a) After awarding NPLH technical assistance grant funds to counties, the Department may use any remaining funds and funds not expended by a county by September 30, 2020, for technical assistance and NPLH application assistance for Counties. Technical assistance provided by the Department may include (but is not limited to) activities such as:
- (1) Assisting counties to create or enhance developer capacity to build Permanent Supportive Housing for the Target Population,
 - (2) Assessing technical assistance and training needs of counties to build staff expertise and support county capacity to work effectively with housing developers and other supportive service providers,
 - (3) Providing cross-training opportunities between housing, behavioral health and other county provider agencies to enhance understanding and cooperation,
 - (4) Contracting with housing providers who offer training to behavioral health providers on:
 - (A) Fair housing law,
 - (B) Reasonable accommodation requirements,
 - (C) Housing admission, lease and violation policies, and
 - (D) Understanding of various housing models, practices, and trends being successfully implemented with behavioral health clients.
 - (5) Funding programs that support the creation and operation of housing for the Target Population,
 - (6) Contracting with behavioral health providers that offer training to assist housing staff with:
 - (A) Trauma informed care,
 - (B) Achieving a basic understanding of mental illness and substance use disorders,

- (C) Identifying early signs of self-neglect, depression, anxiety or substance abuse among residents,
 - (D) Addressing and averting crisis situations,
 - (E) Creating a recovery-oriented environment,
 - (F) Approaching residents and guiding them to appropriate services, and
 - (G) Responding to mental health or substance use emergencies.
- (7) Understanding the unique procedures and protocols being pursued in their particular Counties,
 - (8) Assisting in creating or strengthening Continuums of Care,
 - (9) Providing training and capacity-building support to Counties, regions, or Continuums of Care on appropriate services promoting housing stability,
 - (10) Assisting in creating a data warehouse that links Continuum of Care and Coordinated Entry System data, with the goal of providing the State more accurate data on the needs of homeless residents of California, and/or
 - (11) Coordinating NPLH funding with other local, federal and state funding sources for capital, services, and operations to streamline the development and effective operation of Permanent Supportive Housing.

NOTE: Authority cited: Section 5849.5, 5849.10(e), Welfare and Institutions Code.
Reference cited: Sections 5849.10(d), 5849.10(e) Welfare and Institutions Code.

Section 106. Application Process

- (a) The Department shall issue a Notice of Funding Availability for NPLH technical assistance grant funds.
- (b) Applications shall be made on forms made available by the Department.
- (c) The Application form must be accompanied by a resolution from the Applicant County approving the application and receipt of funds.
- (d) The Department shall evaluate applications for compliance with the threshold requirements listed in Section 107 below prior to awarding funds.
- (e) Prior to awarding funds, Applicants shall submit additional information, documents, instruments, and certifications as deemed necessary by the Department.
- (f) The Department will only accept individual applications from a county. Joint county applications will not be accepted.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Section 5849.10(c), Welfare and Institutions Code.

Section 107. Threshold Requirements

(a) To be awarded NPLH technical assistance grant funds, Applicants must meet the following threshold requirements:

- (1) Submittal of a completed and signed Department form application for NPLH technical assistance grant funds,
- (2) Submittal of a resolution authorizing the Applicant to apply and accept NPLH technical assistance grant funds, and
- (3) All proposed uses of the NPLH technical assistance grant funds must be eligible pursuant to Section 103.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Section 5849.10(c), Welfare and Institutions Code.

Section 108. Legal Documents

(a) Upon the award of NPLH technical assistance grant funds, the Department shall enter into a Standard Agreement with the Applicant constituting commitment of funds. This contract shall require the parties to comply with the requirements and provisions of these Technical Assistance Guidelines as well as generally applicable contracting rules and requirements. The Standard Agreement shall encumber the NPLH technical assistance grant funds.

(b) The Standard Agreement shall contain, but not be limited to, the following items:

- (1) A description of the geographic area served,
- (2) A description of the technical and application preparation assistance that is to be funded by the NPLH technical assistance grant,
- (3) Provisions governing the amount, term and conditions of the NPLH technical assistance grant,
- (4) The process by which the Applicant must request payment,
- (5) Requirements for reporting program activities as described in Section 109 below,
- (6) Timeframes for the performance of eligible activities,
- (7) Remedies available to the Department in the event of a violation, breach or default of the Standard Agreement,
- (8) Special conditions (if any) imposed as part of the Department approval of the technical assistance grant,

(9) Terms and conditions required by federal or State law, and

(10) Other provisions necessary to ensure compliance with the requirements of the NPLH Program.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Section 5849.10, Welfare and Institutions Code.

Section 109. Reporting Requirements

(a) During the term of the Standard Agreement and according to the annual deadline identified in the Standard Agreement, the Applicant shall submit an annual expenditure report regarding the use of NPLH technical assistance grant funds. This report shall contain a detailed report on the amount of funds used for what eligible purpose.

(b) At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit. At the Department's request, the Applicant shall provide, at its own expense, a financial audit prepared by a certified public accountant.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code: Reference cited: Section 5849.10, Welfare and Institutions Code.

Section 110. Defaults and Cancellations

(a) In the event of a breach or violation by the Applicant of any of the provisions in the Standard Agreement, the Department may give written notice to the Applicant to cure the breach or violation within a period of not less than 15 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default under the Standard Agreement and may seek legal remedies for the default including the following:

(1) The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the NPLH Program requirements.

(2) The Department may seek such other remedies as may be available under the relevant agreement or any law.

(b) Funding commitments and Standard Agreements may be canceled if the Applicant does not expend the awarded technical assistance grant funds by September 30, 2020.

(1) Upon receipt of the notice of grant cancellation from the Department, the Applicant shall have the right to appeal to the Director of the Department.

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code: Reference cited: Section 5849.10, Welfare and Institutions Code.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

| |
|----------------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER 15 |

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Award the bid and approve the construction contract for the County Buildings Roofing Project (Project) to Brazos Urethane, Inc. of Fresno, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for the Project to Brazos Urethane, Inc. of Fresno, California in the amount of \$49,057.00;
- B. Approve the construction contract with Brazos Urethane, Inc. and authorize the Chairperson to sign;
- C. Authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable laws, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 15th, 2017 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the 16/17 Deferred Maintenance Budget, and was carried over into the 17/18 Deferred Maintenance Budget.

The scope of work for the Project consists of applying a Spray Polyurethane Foam roof system on the Progress House, in Bishop, and the lower roof of Statham Hall, in Lone Pine. At Statham Hall the new foam roof will create a positive slope to drain to eliminate ponding issues.

On August 31st, 2017 bids were opened for the Project. Three (3) companies submitted the following bids representing the total price for the Project.

| | |
|-------------------------------------|-------------|
| Universal Coatings Inc., Fresno, CA | \$54,200.00 |
| Brazos Urethane, Inc., Fresno, CA | \$49,057.00 |
| Foam Experts Roofing, Inc. Mesa, AZ | \$70,690.00 |

All bids were reviewed by County Counsel. Brazos Urethane, Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

ALTERNATIVES: Your Board could choose not to award the bid and construction contract for the Project. This is not recommended because the bid is within the project budget and the project will eliminate leaking and ponding issues, as well as adding insulation to both buildings.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; Office of the County Counsel for review and approve of bids and contract documents.

FINANCING: The Project is part of the 2016/2017 Deferred Maintenance List, which was carried over in to Fiscal Year 2017/2018. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, the amount of \$49,057.00. Mental Health will reimburse Deferred Maintenance for the cost of the Progress House roof.

APPROVALS

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

Stu Walker Approved: YES Date 9/8/17

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

[Signature] Approved: yes Date 9/13/2017

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

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

[Signature] Date: 9/13/17

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

Brazos Urethane, Inc., **CONTRACTOR**

for the

County Buildings Roofing **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 2017, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Brazos Urethane, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of County Buildings Roofing **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: County Buildings Roofing **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 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: Forty nine thousand, and fifty seven dollars (\$49,057), 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

County Buildings Roofing Project

Construction Contract and Attachments - No. 147

Page 1 of 12

07262017

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. 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)].

10. 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.

11. 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.

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

13. 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.

14. 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

County Buildings Roofing

If to Contractor: Brazos Urethane, Inc.
4331 Santa Ana Ave.
Fresno, CA
93722

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

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

22. **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.

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____


Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

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

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**

ExhibitA

**SPECIAL PROVISIONS
COUNTY BUILDINGS ROOFING PROJECT
TABLE OF CONTENTS**

I. INTRODUCTION / GENERAL 1

II. PROJECT DESCRIPTION 1

III. CONTRACT AWARD AND EXECUTION – SECTION 3 1

 3-1.04 CONTRACT AWARD 1

 3-1.05 CONTRACT BONDS 2

 3-1.06 CONTRACT LICENSE 2

 3-1.07 INSURANCE POLICIES 2

 3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION 3

 3-1.18 CONTRACT EXECUTION 4

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC - SECTION 7 4

 7-1.02K WAGES 4

 7-1.05 INDEMNIFICATION 5

 7-1.06 INSURANCE 2

 7-1.06A GENERAL 5

 7-1.06C WORKERS COMPENSATION 6

 7-1.06D LIABILITY INSURANCE 6

 7-1.06I SELF-INSURANCE 7

V. PROSECUTION AND PROGRESS – SECTION 8 8

 8-1.05 TIME 8

 8-1.10 LIQUIDATED DAMAGES 9

VI. CLAIMS RESOLUTION 9

VII. ROOFING SPECIFICATIONS 11

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I. INTRODUCTION / GENERAL:

The County Buildings Roofing 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 October, 2015 (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 Inyo County Standard Specifications October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

This project consists of the application of a polyurethane roofing foam and elastomeric silicone top coat on the Progress House Building (located at 536 N 2nd St, Bishop, California). This is described as Item 1 in the bid table.

Additional work, described as Item 2, consists of the application of a polyurethane roofing foam on the lower flat roof of the Statham Hall Building (located at 138 Jackson Street, Lone Pine, California) to create a positive slope-to-drain (see Section 3.04 C for more details on roof slope). This will be finished with a elastomeric silicone top coat.

An optional job walk is scheduled for August 24, 2017, at 10:00 a.m. at the Progress House located at 536 N 2nd St, Bishop, California, and at 1:30 p.m. at Statham Hall located at 138 Jackson Street, Lone Pine, California.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest 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 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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 Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) 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, the bidder must 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.

The bidder must 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.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works

2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, 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.

7-1.06A GENERAL INSURANCE

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.
3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **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.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

7-1.06D LIABILITY 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 any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 - 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 an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
 - 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Thirty (30) 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."

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."

8-1.10 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:

\$500.00 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.

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

VII. ROOFING SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

This section shall include all labor, materials and appliances required to complete all of the work shown on the Plans and/or specified herein.

1.02 SUMMARY

A. Provide:

1. Preparation of roof deck to receive roofing system including priming;
2. Installation of sheet metal work relative to roofing system;
3. Application of sprayed polyurethane foam;
4. Application of silicone elastomeric coating system;

County Buildings Roofing Project

Special Provisions

Page 11

5. Preparation and submittal of required samples, certifications and manufacturer's literature and warranty.
6. Warranty related to roofing system;
7. Miscellaneous items and appurtenances as needed for a complete and proper job;

B. Payment:

1. Payment for Sprayed Polyurethane Roofing will include all labor, materials, equipment, and incidentals necessary to complete all of the work shown on the Plans and/or specified herein.

1.03 RELATED WORK

- A. Sheet metal
- B. Carpentry
- C. Plumbing
- D. Electrical
- E. HVAC

1.04 BIDDER QUALIFICATIONS

Bidders shall be pre-qualified as follows:

- A. All bidders shall be contractors who have specifically performed the application of sprayed-in-place polyurethane foam roofing systems. Such bidders shall have performed the installation of these systems for not less than five years under the same company name. Each bidder shall have performed at least fifteen applications of similar size and type totaling no less than one million square feet. Bidders shall submit with the bid a list of projects including date of completion and contact information for verification.
- B. The Contractor shall be a current member in good standing with the Spray Polyurethane Foam Alliance and Accreditation Program and shall have successfully completed Accreditation Course 201, Project Management. Completion of Course 101, The Fundamentals of Spray Polyurethane Foam and Coating Systems is the minimum acceptable status in the accreditation program by the supervisor(s) and spray mechanics(s) assigned to the project. A copy of the SPFA membership and the 101 and 201 certifications shall be submitted with the bid.
- C. Each bidder shall submit a copy of the proposed ten plus ten year guarantee from the manufacturer along with the bid.
- D. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.

- E. The contractor shall submit with the bid a current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- F. Certificate of the Manufacturer: Submit, on corporate letterhead, a letter from the manufacturer of the foam and coating stating that the applicator of these products is qualified by the manufacturer.
- G. The contractor shall cooperate as required in performance of the specified inspecting and testing.
- H. Failure of the bidder to submit items A through F in its entirety with the bid will be deemed unresponsive and may be rejected.

1.05 MANUFACTURER QUALIFICATIONS

The manufacturer shall be pre-qualified as follows:

- A. The manufacturer of the foam and coating shall have been in business for a minimum of ten years and shall have a minimum of 1,000,000 square feet of roofing system installed. A letter verifying this shall be submitted with the bid and signed by an officer in the manufacturing company.
- B. The manufacturer shall maintain a minimum of \$1,000,000 of product liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.
- C. The foam and coating shall be listed as Class A over existing non-combustible roofing systems by Underwriters Laboratories per UL790 at the thickness intended for use. Submit UL listing, confirming the above, with the bid.
- D. Submit a copy of the California State Fire Marshall Certification.
- E. Submit a copy of the Bureau of Home Furnishing and Thermal Insulation License.
- F. Failure of a bidder to submit items A through F in their entirety will be deemed non-responsive and may be rejected.

1.06 SUBMITTALS

- A. Manufacture's Literature: Submit two (2) copies of the manufacturer's data sheets regarding specifications, application information and safety information, and safety instructions on each product proposed for use. Submit MSDS to inspector of record for on-site review.
- B. Samples: Submit two (2) samples of the proposed coating system applied on urethane foam. Samples shall be two inches by four inches in size, minimum.

1.07 WARRANTY AND CERTIFICATION

The material systems manufacturer shall issue a 10-year limited non-depreciating manufacturer's System Warranty.

1.08 QUALITY ASSURANCE

A representative from the coating manufacturer shall inspect the roof after completion to assure that the detail work at the protrusions, drains, parapets and edges has been complete in conformance with good practice. The inspector shall also check the thickness of the coating with an optical comparator.

PART 2 PRODUCTS

2.01 SUMMARY

All primer, polyurethane foam, and coating shall be manufactured by the same manufacturer providing the warranty. Manufacturers considered will be:

1. BASF: The Chemical Company
1703 Crosspoint Avenue
Houston, TX 77054
(800) 796-9743
 2. Greenshield Products
4008 Louetta Road #538
Spring, TX 77388
(832) 623-6369
 3. General Coatings Mfg.
1220 E. North Avenue
Fresno, California 93725
(559) 495-4004
- If another manufacturer is to be used in a bid

2.02 PRIMER

- A. Roof deck shall be primed with Ultra-Bond 10, as manufactured by General Coatings Inc., or prior approved equal, applied at the application rate of ¼ gallon per 100 square feet.
- B. Galvanized metal surfaces shall be primed with Ultra-Bond 20 as manufactured by General Coatings Inc., or prior approved equal per manufacturer's recommendation.

2.03 POLYURETHANE FOAM

Polyurethane foam shall be a two-component polyurethane foam system formulated for use through airless equipment. The product shall meet or exceed the following typical physical properties listed for Ultra-Thane 230 as manufactured by General Coatings, Inc. or prior approved equal, with the following physical properties:

| PROPERTIES | TEST METHOD | VALUE |
|----------------------------|-------------|-----------|
| Density (sprayed-in-place) | D-1622 | 3.0 pcf |
| K Factor Initial | C-518 | 0.16 |
| Compressive Strength | D-1621 | 40-60 psi |
| Tensile Strength | D-1623 | 90 psi |
| Shear Strength | C-273 | 50-60 psi |
| Closed Cell Content | D-1940 | 90% min |
| Water Vapor Transmission | C-355 | 1.8 perms |
| Water Absorption | D-2842 | 0.17 |
| Flame Spread | E84 | 75 max |
| Roof Deck Classification: | | |
| Combustible Deck | | Class B |
| Non-Combustible Deck | | Class A |

2.04 FLUID APPLIED ELASTOMERIC COATINGS

High Solids Elastomeric Silicone Roof Coating, California Title-24 Cool Roof Compliant. The products considered shall be Ultra-Guard 5700 as manufactured by General Coatings, Inc, or prior approved equal with the following physical properties:

| PROPERTIES | TEST METHOD | VALUE |
|-----------------------------------|-------------|-------------------------|
| Solids by Volume | D-2697 | 94% (+/- 2) |
| Solids by Weight | D-2697 | 94% (+/- 2) |
| Flash Point | D-56 | 142°F |
| Elongation | D-2370 | 250% |
| Tensile Strength | D-2370 | 300 psi |
| Wet Adhesion, Galvalume | D-6694 | 8.0 pli |
| Tear Resistance | D-624 | 45 psi |
| 5,000 Hour Accelerated Weathering | D-822 | No Cracking or checking |
| Permeance | D-1653 | 7.9 |
| Durometer Hardness: Shore A | D-2240 | 45-55 |

1. Plasticized acrylics, vinyls, EVA's, terpolymers and PVA coatings shall not be considered.
2. Resistance to accelerated weathering: Fluid applied elastomeric coating shall show no deleterious effects after 5,000 hours of testing.
3. The coating materials shall all be manufactured and warranted by a single manufacturer.
4. Equipment: The equipment for the application of the topcoat material shall be an airless type as recommended by the manufacturer.
5. Coating thickness: The combined total minimum dry mil thickness of the base and top coat shall be 22 mils exclusive of granules.

2.05 CAULKING OR SEALANTS

Caulking materials shall be Ultra-Guard 5700 White Silicone Mastic, as manufactured by General Coatings, Inc. or prior approved equal.

2.06 EQUIPMENT

Equipment shall be manufactured specifically for the application of polyurethane foam. The equipment shall be airless, capable of maintaining a 1:1 volume ration and have primary and hose heaters.

High Solids Silicone coating equipment shall be capable of maintaining a minimum of 4500 psi at the spray gun. The pump should have a minimum of 3 gallons per minute output and be fed by a 5:1 transfer pump. Always use components rated for pump pressure. Hoses should have a maximum length of 200 feet, a minimum inside diameter of ½", a ¾" whip may be used at the spray gun, and the spray gun should be high pressure (7200 psi) with reverse-a-clean spray tip, having a minimum orifice of 0.019.

2.07 GALVANIZED SHEET METAL

- A. Galvanized sheet steel shall be 24-gauge unless otherwise shown on drawings. All material shall be copper bearing and heavily galvanized. Sheet metal shall have 1.25 oz./sf hot dipped galvanized coating, conforming to standards as set forth in ASTM A-525.
- B. Solder shall be one-half (½) pure virgin lead and one-half pure tin.
- C. Nails shall be galvanized and selected for their intended use.
- D. Screws shall be cadmium plated oval head sheet metal screws.
- E. Washers shall be 4lb. lead washers 1-inch diameter.
- F. Rivets shall be soft annealed non-corrosion metal.
- G. Sheet Aluminum: Alcoa Aluminum sheets, 35 alloy alumilite satin finish. Gauge shall be 0.040, unless otherwise shown on drawings or called for in the specifications.

2.08 SUBSTITUTIONS

Materials substitutions must be submitted to the owner a minimum of seven (7) working days prior to the bid opening for review to be approved as an "or equal". All substitute material requests shall include all testing agency certifications and independent third party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 PREPARATION & APPLICATION

3.01 SURFACE INSPECTION

- A. The Roofing Contractor is the Prime Contractor and shall be responsible for the additional roof-related work that may include but not be limited to the following:
 - 1. The owner may be unaware of asbestos containing materials in the existing roof. If the Roofing Contractor suspects that asbestos containing materials are present, immediately notify the Architect/Engineer and the Owner's representative for further directions/instructions, before proceeding.
 - 2. The roofing contractor shall be responsible for the verification of all measurements relative to the project.
 - 3. Raising, repairing, or modifying existing air conditioning systems for the installation of curbs, metal pans and duct work.
 - 4. Roof related carpentry work.
 - 5. Roof related metal work: All metal work to receive insulation directly shall be cleaned and free from oil, dirt and oxidation.
 - 6. Raising all utility rigid conduits sufficiently for the unobstructed application of roofing insulation materials underneath. The conduit may be raised permanently or temporarily and reset upon new wood sleepers on top of the new SPRS.
- B. The contractor shall be responsible for determining whether the roof deck is in compliance with applicable building codes. The contractor is responsible for obtaining all required building permits.
- C. Before roof construction starts, water test all drain bowls/sumps and associated plumbing to ensure that they are water-tight and clear to the discharge level.
- D. Sufficient roof slope to maintain proper drainage must be engineered into the structure.

3.02 SURFACE PREPARATION

- A. Roofing Contractor shall thoroughly examine the roof surface to determine the extent of surface preparation required based on the substrate, penetrations and flashing re-attachment, etc. During this examination Contractor shall determine that proper flashing with sprayed foam can be installed to existing vents, flashing, and other openings or penetrations. Perform all required modifications prior to foam and coating application.
- B. Care shall be taken to prevent moisture entry during construction.
- C. Wet substrate, if encountered, and other unsuitable materials shall be cut out, deck properly cleaned, dried and primed prior to applying foam and coating.

- D. Provide masking protection as may be needed to prevent overspray of material on vehicle, portions of building not to be coated, adjacent buildings and appurtenances. Contractor shall be responsible for removal of overspray and such cost shall be at expense of Contractor. Mask building surfaces to terminate the foam and coating in a neat, straight line.
- E. Remove, raise or otherwise modify as necessary all roof-installed equipment to permit installation of roof system.
- F. Mechanically attach all loose, slumping or otherwise deteriorated wall and penetration flashings with appropriate fasteners and plates.
- G. Power broom, power wash and vacuum or otherwise remove all loose gravel, dirt, dust, oil, grease, etc. as may be necessary to create a strong bond between materials applied and existing roof. Air blast as necessary to assure a clean substrate for material application.
- H. Apply primer to all surfaces to receive foam of type and rate as recommended by the foam manufacturer.
- I. Cover and protect all immovable objects and air intakes within area of spraying operations.
- J. Drains should be at the correct elevation to match the specified height of the sprayed foam. After application of sprayed polyurethane foam and Acrylic coating with granules, set the strainer dome in dabs of Acrylic Sealant.
- K. Mark all existing low areas where water ponds and areas with obviously poor drainage, in order to facilitate corrective procedures during roof system installation. Correct low areas by applying leveling foam of sufficient thickness in localized areas prior to applying the minimum specified foam thickness.
- L. All roof surfaces are to be primed with ¼ gallon per square with Ultra-Bond 10 Primer or approved equal.
- M. Install new perimeter edge metal as necessary during the preparation stage. The edge metal shall be made from 24 gauge galvanized metal that shall be painted to match existing. The edge metal shall be installed per plans and shall have a 1 inch high rise, with a 3/8 inch return, with drip edge.

The face shall be a minimum of 3½ inches or shall match existing if wider or if a wood nailer is used to raise the perimeter edge metal as per plans. The flange shall be a minimum 4 inches unless otherwise noted below and shall be attached over wood surfaces with galvanized composition roofing nails with length long enough to penetrate a minimum of ½ inch into sheathing with two rows staggered 4 inches on center.

Edge metal shall be interlocked 4 inches. All metal overlaps shall be buffered with elastomeric caulking as specified.

N. All surfaces not to receive foam, such as walls and roof mounted equipment, shall be carefully masked with tape and paper to prevent over-spraying with foam and coating. All coating is to be terminated in clean, straight lines.

O. HVAC and Roof Mounted Equipment

1. Rooftop HVAC units must be covered and the systems shut down during foam application to prevent hazardous fumes from entering the building.

2. NOTE: It shall be the responsibility of the roofing contractor to verify that all roof mounted HVAC equipment is in proper working order at the end of the roofing project.

3. Air conditioners and swamp coolers are the most difficult areas of the roof to waterproof, therefore all air conditioners and swamp coolers shall be prepared by one of the following methods.

a. Some air conditioners are elevated with equipment support legs allowing the applicator to reach the underneath with the spray gun. Bottom-drop air conditioners and swamp coolers often can be waterproofed with the foam spray gun, with sufficient access. This method of waterproofing is acceptable if the applicator has at least 12 inches of distance between the tip of the spray gun and the surface to be sprayed without causing a rough foam surface due to an excessive angle between the surface and spray gun.

b. Skid mounted A/C units shall be raised and the existing skids removed. A new fully enclosed (boxed) platform constructed from 2x8 (min) lumber with ½ inch CDX plywood top shall be fabricated. The finished grade of the top of the platform shall be 6 inches (min) above the new roof level. A sheet of single-ply roofing shall be set over the plywood of the new platform and turned down one inch at the edge. A new 24 gauge galvanized seamless sheet metal cover shall be installed over the platform. Slide the new full platform under the raised A/C unit and lower the unit into place. It may be necessary to foam the vertical sides of the platform prior to setting it into place if clearance on all four sides is not sufficient for proper foaming. Do not foam the sheet metal cover into the roof.

c. All A/C condensate lines shall run to a drain or off the roof. Condensate shall not be discharged into soil pipes or other vents.

3.03 PREPARATION – SUBSTRATE TYPES

A. Built-up Roof

1. In addition to the following, the contractor shall comply with Section 3.02.

2. Contractor shall thoroughly examine the roof surface to determine the extent of surface preparation required such as gravel removal, blister repairs, flashing re-attachment, etc. During this examination Contractor shall determine that proper flashing with sprayed foam can be installed to existing vents, flashing, and other openings or penetrations. Perform all required modifications prior to foam and coating application.
3. Power broom, power wash and vacuum or otherwise remove all loose gravel, dirt, dust, oil, grease, etc. as may be necessary to create a strong bond between materials applied and existing roof. Air blast as necessary to assure a clean substrate for materials. Exercise care in removing of gravel so as not to damage top layer of roofing felts. Do not allow large amounts of gravel to accumulate in any one location that might overload the roof deck structure.
4. Cut out all existing blisters, fish mouths, buckles, ridges, felt delamination, punctures and soft spots in an industry acceptable manner.
5. Repair membrane splits by removing the gravel and cleaning an area six inches wide on each side of split. Mechanically attach the membrane on each side of the split.
6. The substrate shall be thoroughly inspected for moisture. If there is evidence of moisture or moisture is suspected, then special moisture detection method must be used to determine the exact location of wet substrate. Wet substrate, if encountered, and other unsuitable materials shall be cut out, deck properly cleaned, dried and primed prior to applying foam and coating.
7. Mechanically attach all loose, slumping or otherwise deteriorated wall and penetration flashings in accordance with manufacturer's recommendations.

3.04 APPLICATION OF URETHANE FOAM

A. Environmental Conditions

1. Wind Velocity shall not exceed 12 miles per hour.
2. Wind screens shall be used throughout the project to minimize the possibility of over spray on adjacent areas.
3. Application of sprayed polyurethane foam shall not proceed if ambient temperature is less than 40 deg. F, or if the substrate temperature is less than 50 deg. F.
4. Sprayed polyurethane foam shall not be applied over moist surfaces or when rain or inclement weather is imminent.
5. All foam insulation shall be performed in accordance with the manufacturer's published recommendations.

B. Spray Application

1. The sprayed polyurethane foam shall be applied in minimum ½-inch passes to achieve a minimum thickness of 1 inch. NOTE: Freshly sprayed foam shall be allowed to set for 15 minutes before being walked upon.
2. Only as much area as can be brought to final thickness should be attempted in a day. Phasing of the foam is strictly forbidden. If additional foam must be added after the 24 hour period, the existing foam must be primed with neoprene primer and a minimum ½-inch of foam in a single pass can be applied.
3. The foam shall be free from bumps, pinholes and ridges. The surface shall exhibit a smooth or orange peel surface texture. Popcorn or tree bark surfaces shall be deemed unacceptable.
4. The foam thickness shall be checked every 500 square feet prior to coating application.
5. The field of the polyurethane foam shall be applied in minimum ½-inch lifts to a thickness of 1 inch or as otherwise specified. Polyurethane foam may be gradually tapered to the edge metal (1- inch rise metal), roof drains and scuppers from a distance of up to 3 feet from edge or drain outlet. Polyurethane foam may be applied at thicknesses greater than ½-inch per lift if all other requirements and conditions are met. Low areas over 100 sf in size and greater than ½-inch deep shall be filled with foam to match the surrounding grade and prior to the application of the specified thickness of foam. All parapet walls and ductwork shall receive a minimum of 1 inch of foam and the specified protective coating. Additional foam thickness shall be applied to provide positive slope-to-drain. **The Contractor shall employ the use of a laser level to insure accurate positive slope to drain. No exceptions.**

C. Creating Drainage on Statham Hall

The flat roof on Statham Hall currently has ponding issues. The sprayed polyurethane foam shall be used to create a 1.5% slope to drain. Plans show preferred direction of flow. The job walk is recommended to be able to fully assess the drainage situation.

3.05 APPLICATION OF FLUID APPLIED PROTECTIVE COATING

- A. General: Sprayed polyurethane foam must be protected from ultra-violet light in order to avoid degradation of the polymer. Coating also protects the foam from water and adverse weather conditions. Coatings must be specifically formulated for use over urethane foams.

- B. Spray Application- Top Coat Material: The High Solids Silicone coating is to be applied to the surface of the sprayed polyurethane foam in one coat. A total of 22 mils shall be applied to the roof as determined by an optical comparator.

3.06 CLEAN UP

Upon completion of all work covered in this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition.

PART 4 COMPENSATION

4.01 PAYMENT

The contract lump sum price paid for the two roofing projects shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the two roofing projects as shown on the plans, and as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

4.02 ADJUSTMENT OF LUMP SUM

When the roofing projects are paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

END OF SECTION



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--------------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER 16 |

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Award the bid and approve the construction contract for the Water Department Roof Sealing Project (Project) to Universal Coatings Inc. of Fresno, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for the Project to Universal Coatings, Inc. of Fresno, California in the amount of \$28,250.00;
- B. Approve the construction contract with Universal Coatings, Inc. and authorize the Chairperson to sign;
- C. Authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable laws, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 8th, 2017 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the 16/17 Deferred Maintenance Budget, and was carried over into the 17/18 Deferred Maintenance Budget.

The scope of work for the Project consists of applying a two-coat elastomeric silicone coating on the Water Department roof. On August 31st, 2017 bids were opened for the Project. Three (3) companies submitted the following bids representing the total price:

| | |
|-------------------------------------|-------------|
| Universal Coatings Inc., Fresno, CA | \$28,250.00 |
| Brazos Urethane, Inc., Fresno, CA | \$51,225.00 |
| Foam Experts Roofing, Inc. Mesa, AZ | \$32,786.00 |

All bids were reviewed by County Counsel. Universal Coatings, Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

ALTERNATIVES: Your Board could choose not to award the bid and construction contract for the Project. This is not recommended because the bid is well within the current budget and Universal Coatings Inc. is approved by the manufacture as an applicator of the specified product.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; Office of the County Counsel for review and approve of bids and contract documents.

FINANCING: The Project is part of the 2016/2017 Deferred Maintenance List, which was carried over in to Fiscal Year 2017/2018. There is \$69,300 budgeted for this Project. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, in the amount of \$28,250.00

APPROVALS

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

Stu Walsh

Approved: YES

Date: 9/8/17

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

[Signature]

Approved: yes

Date: 9/13/2017

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

William

Date:

9/13/17

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

Universal Coatings, Inc., **CONTRACTOR**

for the

Water Department Roof Sealing **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 Universal Coatings, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Water Department Roof Sealing **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Water Department Roof Sealing **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 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: Twenty eight thousand, two hundred and fifty dollars (\$28,250), 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. 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)].

10. 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.

11. 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.

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

13. 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.

14. 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

Water Department Roof Sealing

Project

Construction Contract and Attachments -- No. 147

Page 4 of 12

07262017

If to Contractor: Universal Coatings Inc.

PO Box 11127

Fresno, CA

93771

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

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

22. **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.

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Franklin
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

Water Department Roof Sealing PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That Universal Coatings, Inc.
(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 Twenty eight thousand, two hundred and fifty dollars (\$28,250), 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 Water Department Roof Sealing 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

Water Department Roof Sealing

PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that Universal Coatings, Inc.

(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 Twenty eight thousand, two hundred and fifty

dollars (\$28,250 . . .) 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**

ExhibitA

SPECIAL PROVISIONS
WATER DEPARTMENT ROOF SEALING PROJECT
TABLE OF CONTENTS

INTRODUCTION / GENERAL: 1

PROJECT DESCRIPTION 1

SECTION 3 CONTRACT AWARD AND EXECUTION 1

 3-1.05 SURETY BONDS..... 2

 3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION 3

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC..... 4

 7-1.02K WAGES..... 4

 7-1.05 INDEMNIFICATION 5

 7-1.06 INSURANCE 5

 7-1.06C WORKERS COMPENSATION 6

 7-1.06D LIABILITY INSURANCE 6

 7-1.06I SELF-INSURANCE 7

SECTION 8 PROSECUTION AND PROGRESS 7

 8-1.05 TIME..... 8

 8-1.10 LIQUIDATED DAMAGES 8

CLAIMS RESOLUTION 9

ROOFING SPECIFICATIONS..... 12

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INTRODUCTION / GENERAL:

The Water department Roof Sealing 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 October, 2015 (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 work will include the application of a two-coat high solids elastomeric silicone coating on the roof of the Inyo County Water Department Building, located at 135 S Jackson St, Independence, CA.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

An optional job walk is scheduled for August 24 at 11:30 a.m. at the Inyo County Water Department building at 135 S Jackson St, Independence, CA.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest 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 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

This section is amended as follows.

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 Contacting 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.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

ADD to 7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address

- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

- 1. The information contained in the payroll record is true, correct, and complete
- 2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- 3. The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, 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.

7-1.06 INSURANCE

7-106A GENERAL

- 1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
- 2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain

the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **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.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

7-1.06D LIABILITY 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 any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 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 an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

SECTION 8 PROSECUTION AND PROGRESS

Amended to read as follows:

ADD TO 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Twenty (20) 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".

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."

8-1.10 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:

\$500.00 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.

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

ROOFING SPECIFICATIONS

PART 1 PART 1 - GENERAL

1.01 DESCRIPTION

The work will include the application of a two-coat high solids elastomeric silicone coating.

1.02 QUALITY ASSURANCE

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:
 - 1. An updated letter from the primary silicone coating manufacturer they propose to use stating the Contractor has a valid "Certificate of Eligibility" and that application done by contractor will qualify for the warranty as required by the specification.
- B. Manufacturer's Qualifications: Roofing manufacturer shall submit a letter on their letterhead stating that they have manufactured the products they propose to be used for the project for not less than 5 years.
- C. Pre-Roofing Conference: Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it thereafter with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.
- E. Testing and agency requirements:
 - 1. Fire Testing: Material shall be tested for a minimum of Class A fire rating. The system should pass the said tests without any rock, covering or emulsions thus facilitating maintenance and eliminating excess load on the roof. Assembly shall have Class A fire rating with no slope restriction which means that walls and flashings are also Class A Fire Rated.

2. Contractor shall obtain all local permits for the application of the roofing system. The contractor prior to the job must obtain necessary permits.

1.03 WARRANTY

The material systems manufacturer shall issue a 10-year limited non-depreciating manufacturer's System Warranty.

1.04 QUALITY ASSURANCE

A representative from the coating manufacturer shall inspect the roof after completion to assure that the detail work at the protrusions, drains, parapets and edges has been complete in conformance with good practice. The inspector shall also check the thickness of the coating with an optical comparator.

1.05 SUBMITTALS

- A. Pursuant to the provisions of the General Provisions and Section 01300 "Submittals" the Contractor shall submit the following:
 1. Manufacturer's Literature: Submit two (2) copies of the manufacturer's data sheets regarding specifications, application information and safety information on each product proposed for use. Submit MSDS to inspector of record for on-site review.

PART 2 PRODUCTS

2.01 HIGH SOLIDS ELASTOMERIC SILICONE COATING

High Solids Elastomeric Silicone Roof Coating, California Title-24 Cool Roof Compliant. The products considered shall be Ultra-Guard 5700 as manufactured by General Coatings, Inc, or prior approved equal with the following physical properties:

| PROPERTIES | TEST METHOD | VALUE |
|-----------------------------------|-------------|-------------------------|
| Solids by Volume | D-2697 | 94% (+/- 2) |
| Solids by Weight | D-2697 | 94% (+/- 2) |
| Flash Point | D-56 | 142°F |
| Elongation | D-2370 | 250% |
| Tensile Strength | D-2370 | 300 psi |
| Wet Adhesion, Galvalume | D-6694 | 8.0 pli |
| Tear Resistance | D-624 | 45 psi |
| 5,000 Hour Accelerated Weathering | D-822 | No Cracking or checking |
| Permeance | D-1653 | 7.9 |
| Durometer Hardness: Shore A | D-2240 | 45-55 |

1. Plasticized acrylics, vinyls, EVA's, terpolymers and PVA coatings shall not be considered.
2. Resistance to accelerated weathering: Fluid applied elastomeric coating shall show no deleterious effects after 5,000 hours of testing.
3. The coating materials shall all be manufactured and warranted by a single manufacturer.
4. Equipment: The equipment for the application of the topcoat material shall be an airless type as recommended by the manufacturer.
5. The two coat system shall consist of a base coat with a contrasting color top coat.
 - a. The top coat is preferred to be a white or off-white color.
6. Coating thickness: The combined total minimum dry mil thickness of the base and top coat shall be 24 mils exclusive of granules.

PART 3 EXECUTION

3.01 EXISTING / GENERAL CONDITIONS

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper sealant application. Prior to starting work, owner shall be advised of conditions needing correction.

3.02 PROTECTION

- A. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

3.03 WORKMANSHIP

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for elastomeric silicone, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".
- B. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly

flushed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.

- C. Do not apply any materials before sunrise, or at any time when there are indications of moisture, (rain, mist, dew, frost or snow).
- D. Aesthetic Considerations: It is a requirement for this project that the finished sealant application is aesthetically pleasing in overall appearance to the owner. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including white paint on all the side and end laps. Exercise care in ensuring that the finished application is acceptable to the Owner.

3.04 APPLICATION

- A. High Solids Elastomeric Silicone Roof Coating shall be applied through a high pressure airless spray equipment.
- B. Apply base coat at approximately 1 gallon per square.
- C. Once base coat has cured enough to allow light foot traffic (and not more than 7-10 days), apply contrasting top coat to achieve a combined thickness of 24 mils.
- D. PROTECTION OF THE WORKPLACE: Overspray of the coatings can carry considerable distances and attention should be given to the following:
 - 1. Post warning signs a minimum of 100 feet from the work area.
 - 2. Cover all intake vents near the work area.
 - 3. Minimize or exclude all personnel not directly involved with the spray application.
 - 4. No welding, smoking or open flames.
 - 5. Have CO2 or other dry chemical fire extinguisher available at the jobsite.
 - 6. Provide adequate ventilation.

3.05 DEFICIENCY ADJUSTMENTS

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The manufacturer's warranty cannot be issued until the deficiencies are corrected.

3.06 CLEAN UP

- A. Upon completion of all work covered in this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition

3.07 DEBRIS DISPOSAL

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner assumes no responsibility for the disposal of any material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

3.17 PAYMENT

- A. The contract lump sum price paid for the roof sealing project shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the roofing project as shown on the plans, and as specified in the specifications and the special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material.

3.18 ADJUSTMENT OF LUMP SUM ITEM

- A. When the roof sealing project is paid for on a lump sum basis, any adjustment in compensation due to an increase or decrease in the quantity of work to be performed which is ordered by the Engineer will be made on the basis of the cost of the increased or decreased work and will be paid for according to **Section 9-1.06, "Changed Quantity Payment Adjustments,"** of the 2015 Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

END OF SPECIAL PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Chairperson Mark Tillemans

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Waiving gate and disposal fees for National Public Lands Day clean-up event

DEPARTMENTAL RECOMMENDATION: Request Board approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal During 2017 National Public Lands Day Clean-Up at Chuckwalla Hill."

SUMMARY DISCUSSION: On Saturday, September 30, 2017, in honor of National Public Lands Day, the Bishop Field Office of the Bureau of Land Management will host a volunteer event to remove litter from Chuckwalla Hill on Mazourka Canyon Road east of Independence. The event will focus on cleaning up the shooting area on the east side of the hill. Several community groups are contributing to the organizing and planning, as well as funding, supplies, trash bins, and transportation of garbage to the Bishop-Landfill. The Board of Supervisors has an opportunity to contribute by waiving gate and disposal fees at the County-operated landfill for the materials collected. It is my recommendation we extend the waiver, up to \$100, to this event.

ALTERNATIVES: Our Board could choose not to waive these fees. The cost will then be borne by the event's organizers.

OTHER AGENCY INVOLVEMENT: Recycling and Waste Management Program, BLM, Independence Lions and Civic Clubs, Eastern California Museum

FINANCING: There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these funds.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Mark Tillemans

Date: 9-14-17

RESOLUTION 2017-46

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR
TRASH AND LITTER REMOVAL DURING 2017 NATIONAL PUBLIC LANDS DAY
CLEAN-UP AT CHUCKWALLA HILL**

WHEREAS, National Public Lands Day is the nation's largest, single-day volunteer event for public lands, held annually on the last Saturday in September; and

WHEREAS, the Bishop Field Office of the Bureau of Land Management is hosting a volunteer clean-up event at Chuckwalla Hill on Mazourka Canyon Road east of Independence on Saturday, September 30, 2017 in honor of National Public Lands Day; and

WHEREAS, Inyo County recognizes the value of public lands and a litter-free environment, and desires to assist the BLM and public in keeping these lands clean and beautiful; and

WHEREAS, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center, to the extent possible; and

WHEREAS, will track the volume and associated landfill fees attributable to the event; and

WHEREAS, all trash and litter coming from any other source will not be represented as having been collected at the Chuckwalla Hill National Public Lands Day clean-up;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash collected at the September 30, 2017 Chuckwalla Hill National Public Lands Day clean-up, for a total up to \$100.

BE IT FURTHER RESOLVED that this fee waiver shall cover disposal fees for the disposal of materials from September 30, 2017 to October 2, 2017.

PASSED AND ADOPTED by the Inyo County Board of Supervisors this 19th day of September, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman,
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant

Come Join Us For

NATIONAL PUBLIC LANDS DAY 2017

Saturday, September 30

When: Saturday, September 30, 9:00 –11:30 AM. Followed by a potluck and BBQ at Eastern California Museum in Independence.

Where: Chuckwalla Hill on Mazourka Cyn Road east of Independence.

The hill is rich in mining history and yes, home to chuckwalla lizards. Over the years an accumulation of litter and vandalism has occurred. The goal is to clean up and restore the hill. The project will kick off a phased approach to achieving that goal.

What Volunteers Will Do: Remove litter from a shooting area on the east side of the hill.

How to Volunteer: Meet at Chuckwalla Hill off Mazourka Cyn Road, just beyond the Kearsarge Depot site about 5 miles east of Independence.

Dress for outdoor work - sturdy shoes, hat, sunscreen, water.

Tools, gloves, trash bags, and drinks will be provided.

After the clean-up please join us for a Potluck BBQ at the Eastern California Museum 155 N Grant St, Independence afterward.

Light refreshments, hot dogs, and veggie patties will be provided. Please bring your favorite dish to share.

For More Information Contact: Dave Kirk: (760) 920-1412

Steve Ivey: (760) 937-1978



National Public Lands Day is the nation's largest, single-day volunteer event for public lands, held annually on the last Saturday in September. NPLD brings together hundreds of thousands of individual and organizational volunteers to help restore America's public lands.

These are the places Americans use for outdoor recreation, education, and other enjoyment. The public lands include national parks, monuments, wildlife refuges, forests, grasslands, marine sanctuaries, lakes, and reservoirs, as well as state, county, and city parks that are managed by public agencies, but that belong to and are enjoyed by everyone.

<https://www.blm.gov/get-involved/volunteers/national-public-lands-day>

BUREAU OF LAND MANAGEMENT

Bishop, CA Field Office

(760) 972-5000





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|-----------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER |
| 18 |

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

FROM: County Administrator

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Adoption of the Fiscal Year 2017-2018 Final Board Approved Budget

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A. Conduct a review and discussion of the Fiscal Year 2017-2018 Final Board Approved Budget, including but not limited to:
- 1) Those changes to the CAO Recommended Budget that were directed by your Board to be included in the Final Budget;
 - 2) Any other changes which may be made as a result of today's discussion.
- B. Adopt the Fiscal Year 2017-2018 Budget as recommended by the County Administrator, and as amended, as directed on September 5, 2017;
- C. Approve Resolution adopting the Final Budget for Fiscal Year 2017-2018.

SUMMARY DISCUSSION:

On September 5, 2017, your Board closed Budget Hearings for Fiscal Year 2017-2018 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2017-2018. Consequently, the County Budget document contains a countywide estimated revenue total of \$88,136,036, and \$94,621,195 in projected expenditures. The amount of the General Fund portion of the County Budget is \$54,461,199 in revenues, and \$58,723,989 in expenditures.

As directed during the Budget Hearings, this includes:

- adding \$112,718 to the General Fund Contingencies budget;
- making a \$72,649 contribution to the OPEB Trust;
- making a \$72,649 contribution to the Economic Stabilization Fund;
- making a \$72,649 contribution to the Computer System Fund;
- making a \$72,649 contribution to the General Reserve Fund;
- decreasing the Contingencies object code in the Assessor budget by \$61,838 and increasing the Salaries and Benefits object codes by a total of \$61,838; and,
- increasing revenues and expenditures in the Inyo Mosquito Abatement budget by \$250,000.

On September 5th, the Auditor Controller certified Final Fund Balance for the year ending June 30, 2017, as \$4,262,790, which is \$403,314 more than was used to balance the Recommended Budget. The changes directed by your Board fully appropriate this unbudgeted portion of Fund Balance.

Since the conclusion of Budget Hearings, two issues have emerged that warrant bringing to your Board's attention but do not necessitate changing the Budget at this time. First, the Assessor's Office has indicated that construction activities at the Furnace Creek Inn will result in negative supplemental assessments for the property owner, however, at this time based on the information provided by the Assessor's Office, the County's share of the cost of these changes (e.g., the refund to the taxpayer) should be able to be absorbed within the County Budget. Second, as forecast in the Recommended Budget and discussed during Budget Hearings, the Coso Geothermal Plant has filed an appeal of its 2017 property tax assessment. As a result it is likely that the \$165,000 budgeted in the Contingencies object code in the County Administrator budget will need to be utilized this Fiscal Year (by a 4/5ths vote of your Board) and, depending on the outcome of this appeal, the Budget may be amended to reflect decreased revenues as a result of any refunds with interest that may be determined to be owed to the taxpayer.

Fiscal Year 2017-2018 Recommended Board Approved Budget for the General Fund

The expenditure total in this recommended Final Board Approved Budget for the General Fund is \$58,723,989 which is \$403,314 higher than the CAO Recommended Budget. Revenues are \$54,461,199, which is the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures and revenues are due to the net effect of the following changes:

Actions Directed By Your Board or Recommended By Staff during Budget Hearings – General Fund

1. Increase expense in the General Revenues & Expenditures budget by \$290,596 to fund a \$72,649 contribution to the County's OPEB Trust for funding future retiree healthcare costs; a \$72,649 contribution to the General Reserve Fund; a \$72,649 contribution to the General Reserve Fund; and an additional \$72,649 contribution to the Computer Fund.
2. Increase expense in the Contingencies budget by \$112,718.
3. Decrease the Contingencies object code in the Assessor's budget by \$61,838 and increase the Salaries and Benefits object codes by \$61,838.

Actions Recommended By Staff After Budget Hearings – General Fund

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

Fiscal Year Recommended Board Approved Budget for Other Funds

The expenditure total in this recommended Final Board Approved Budget for Other Funds is \$35,897,206, which is \$250,000 higher than the CAO Recommended Budget. Revenues are \$33,674,837,

which is \$467,947 higher than the CAO Recommended Budget. A summary of the Non-General Fund is included as Attachment B.

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

1. Increase Operating Transfers In into the General Reserve Fund by \$72,649.
2. Increase Operating Transfers In into the Computer System Fund by \$72,649.
3. Increase Operating Transfers In into the Economic Stabilization Fund by \$72,649.
4. In the Inyo Mosquito Abatement budget, increase the Contribution From DWP revenue code by \$250,000 and increase the Professional Services object code by \$25,000 and increase the General Operating object code by \$225,000.

Actions Recommended By Staff After Budget Hearings –Non General Fund

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

ALTERNATIVES:

Your Board has the alternative to not approve the Budget for Fiscal Year 2017-2018, in whole or in part as recommended by the CAO and/or modify the Budget as presented and provide additional direction to staff.

OTHER AGENCY INVOLVEMENT:

The Fiscal Year 2017-2018 CAO Recommended Budget is currently based on direction provided by your Board and recommendations made by staff during the Budget Hearings, and developed with significant support from the Auditor-Controller, Personnel and Information Services staff, and all County departments.

FINANCING:

This item sets the Fiscal Year 2017-2018 countywide spending plan in a total amount of \$94,621,195. The General Fund portion totals \$58,723,989.

APPROVALS

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/12/17</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9-12-17</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 09-12-2017

RESOLUTION No.

**A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2017-2018**

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

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

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 5, 2017, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2017-2018 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 19th day of September, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisors

*Attest: Kevin D. Carunchio
Clerk of the Board*

Darcy Ellis, Assistant Clerk to the Board

ATTACHMENT A

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|-------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| FUND: 0001 GENERAL FUND | | | | | | | |
| REVENUES: | | | | | | | |
| 4001 CURRENT SECURED TAXES | \$10,765,399 | \$10,355,280 | \$10,355,280 | \$11,229,338 | \$10,616,315 | \$10,616,315 | \$10,616,315 |
| 4004 CURRENT UNSECURED TAXES | \$1,269,303 | \$1,034,770 | \$1,034,770 | \$1,187,253 | \$1,034,770 | \$1,034,770 | \$1,034,770 |
| 4005 CURRENT UNSECURED AIRCRAFT TAX | \$29,230 | \$29,000 | \$29,000 | \$27,558 | \$27,500 | \$27,500 | \$27,500 |
| 4008 SB813 DISTRIBUTIONS | \$68,124 | \$47,009 | \$47,009 | \$56,415 | \$50,000 | \$50,000 | \$50,000 |
| 4021 PRIOR YEAR SECURED TAXES | \$127,886 | \$105,000 | \$105,000 | \$105,853 | \$110,000 | \$110,000 | \$110,000 |
| 4023 PRIOR YEAR UNSECURED TAXES | \$51,671 | \$56,000 | \$56,000 | \$131,852 | \$56,000 | \$56,000 | \$56,000 |
| 4041 PENALTIES ON DELINQUENT TAXES | \$111,868 | \$131,000 | \$131,000 | \$25,052 | \$150,000 | \$150,000 | \$150,000 |
| 4042 COSTS OF DELINQUENT COLLECTION | \$7,780 | \$11,000 | \$11,000 | \$5,500 | \$13,000 | \$13,000 | \$13,000 |
| TAXES - PROPERTY | \$12,431,263 | \$11,769,059 | \$11,769,059 | \$12,768,824 | \$12,057,585 | \$12,057,585 | \$12,057,585 |
| 4063 IN LIEU OF SALES & USE TAX | \$404,527 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4082 REAL PROPERTY TRANSFER TAX | \$73,450 | \$57,000 | \$57,000 | \$88,032 | \$57,000 | \$61,000 | \$61,000 |
| 4083 TRANSIENT OCCUPANCY TAX | \$3,469,915 | \$2,782,500 | \$2,782,500 | \$3,739,501 | \$2,682,500 | \$2,482,500 | \$2,482,500 |
| TAXES - OTHER | \$3,947,894 | \$2,839,500 | \$2,839,500 | \$3,827,533 | \$2,739,500 | \$2,543,500 | \$2,543,500 |
| 4062 SALES TAX | \$1,300,644 | \$1,155,000 | \$1,155,000 | \$1,400,406 | \$1,175,000 | \$1,175,000 | \$1,175,000 |
| TAXES - SALES | \$1,300,644 | \$1,155,000 | \$1,155,000 | \$1,400,406 | \$1,175,000 | \$1,175,000 | \$1,175,000 |
| 4101 ANIMAL LICENSES | \$23,976 | \$27,000 | \$27,000 | \$22,803 | \$30,375 | \$27,000 | \$27,000 |
| 4131 CONSTRUCTION PERMITS | \$225,688 | \$117,500 | \$127,450 | \$196,350 | \$127,500 | \$333,500 | \$333,500 |
| 4135 FEES FOR CONTINUING EDUCATION | \$2,898 | \$4,300 | \$4,272 | \$10,862 | \$1,628 | \$1,628 | \$1,628 |
| 4156 RECLAMATION PLAN FEES | \$9,250 | \$13,500 | \$13,500 | \$13,350 | \$13,500 | \$13,500 | \$13,500 |
| 4161 FRANCHISE FEES | \$189,878 | \$150,000 | \$150,000 | \$211,344 | \$178,400 | \$178,400 | \$178,400 |
| 4170 WELL PERMITS | \$11,405 | \$13,500 | \$15,033 | \$16,040 | \$15,033 | \$15,033 | \$15,033 |
| 4171 D H R PERMITS | \$522 | \$400 | \$605 | \$672 | \$605 | \$605 | \$605 |
| 4172 SEWER APPLICATIONS | \$5,787 | \$2,335 | \$4,182 | \$5,899 | \$4,182 | \$4,182 | \$4,182 |
| 4174 WELL & WATER SYSTEM PERMITS | \$46,984 | \$47,708 | \$47,708 | \$44,833 | \$47,708 | \$47,708 | \$47,708 |
| 4175 PERMITS TO OPERATE | \$2,005 | \$1,000 | \$775 | \$1,065 | \$1,000 | \$1,000 | \$1,000 |
| 4176 LICENSES | \$4,157 | \$4,000 | \$4,000 | \$4,674 | \$6,500 | \$6,500 | \$6,500 |
| 4177 GUN PERMITS | \$6,750 | \$6,500 | \$6,500 | \$5,575 | \$6,000 | \$6,000 | \$6,000 |
| 4178 FINGERPRINT PERMITS | \$17,011 | \$15,000 | \$15,000 | \$11,152 | \$15,000 | \$15,000 | \$15,000 |
| 4179 EXPLOSIVE PERMITS | \$74 | \$50 | \$50 | \$145 | \$50 | \$50 | \$50 |
| 4180 DEVICE REGISTRATION FEE | \$66,506 | \$68,500 | \$68,500 | \$72,540 | \$66,500 | \$66,500 | \$66,500 |
| 4182 SWIMMING POOL PERMITS | \$9,066 | \$9,066 | \$9,268 | \$9,499 | \$9,268 | \$9,268 | \$9,268 |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 4183 | \$48,259 | \$44,586 | \$45,800 | \$45,722 | \$45,800 | \$45,800 | \$45,800 |
| 4184 | \$604 | \$604 | \$1,996 | \$2,245 | \$1,996 | \$1,996 | \$1,996 |
| 4186 | \$304 | \$100 | \$482 | \$481 | \$100 | \$100 | \$100 |
| 4187 | \$896 | \$1,072 | \$1,072 | \$0 | \$1,072 | \$1,072 | \$1,072 |
| | \$672,022 | \$526,721 | \$543,193 | \$675,256 | \$572,217 | \$774,842 | \$774,842 |
| 4211 | \$2,785 | \$11,000 | \$11,910 | \$4,679 | \$11,000 | \$21,000 | \$21,000 |
| 4212 | \$4,765 | \$5,000 | \$5,000 | \$6,176 | \$5,000 | \$5,000 | \$5,000 |
| 4214 | \$42,463 | \$72,868 | \$72,874 | \$54,463 | \$52,617 | \$52,617 | \$52,617 |
| 4215 | \$199,259 | \$185,000 | \$185,000 | \$228,660 | \$195,000 | \$195,000 | \$195,000 |
| 4220 | \$7,171 | \$8,000 | \$8,000 | \$4,409 | \$8,000 | \$6,000 | \$6,000 |
| 4224 | \$787,146 | \$765,000 | \$765,000 | \$907,584 | \$780,000 | \$780,000 | \$780,000 |
| | \$1,043,593 | \$1,046,868 | \$1,047,784 | \$1,205,972 | \$1,051,617 | \$1,059,617 | \$1,059,617 |
| 4320 | \$0 | \$0 | \$0 | \$29 | \$0 | \$0 | \$0 |
| 4352 | \$8,575 | \$8,800 | \$8,800 | \$12,854 | \$10,000 | \$10,000 | \$10,000 |
| | \$8,575 | \$8,800 | \$8,800 | \$12,884 | \$10,000 | \$10,000 | \$10,000 |
| 4301 | \$185,778 | \$165,000 | \$165,000 | \$352,018 | \$240,000 | \$240,000 | \$240,000 |
| 4303 | \$0 | \$2,237 | \$2,237 | \$2,237 | \$500 | \$500 | \$500 |
| 4311 | \$104,000 | \$100,000 | \$100,524 | \$92,556 | \$85,722 | \$85,722 | \$85,722 |
| 4312 | \$1,971 | \$1,980 | \$1,980 | \$1,961 | \$1,980 | \$1,980 | \$1,980 |
| 4316 | \$1,173 | \$1,000 | \$1,000 | \$644 | \$1,000 | \$1,000 | \$1,000 |
| 4317 | \$535 | \$450 | \$450 | \$397 | \$450 | \$450 | \$450 |
| 4318 | \$37 | \$100 | \$100 | \$0 | \$100 | \$100 | \$100 |
| | \$293,497 | \$270,767 | \$271,291 | \$449,815 | \$329,752 | \$329,752 | \$329,752 |
| 4411 | \$852,434 | \$940,232 | \$944,078 | \$1,168,225 | \$1,041,625 | \$1,102,093 | \$1,102,093 |
| 4413 | \$2,072,568 | \$2,128,755 | \$2,128,755 | \$2,128,755 | \$2,128,755 | \$2,128,755 | \$2,128,755 |
| 4420 | \$1,085,950 | \$1,106,422 | \$1,060,411 | \$653,200 | \$1,105,783 | \$1,105,783 | \$1,105,783 |
| 4421 | \$1,742,096 | \$2,609,757 | \$2,734,302 | \$2,371,421 | \$2,447,453 | \$2,447,453 | \$2,447,453 |
| 4425 | \$453,256 | \$420,000 | \$420,000 | \$475,448 | \$600,000 | \$600,000 | \$600,000 |
| 4427 | (\$1,333) | \$25,000 | \$25,000 | \$21,693 | \$25,000 | \$25,000 | \$25,000 |
| 4430 | \$560,592 | \$745,518 | \$727,457 | \$528,336 | \$646,048 | \$672,319 | \$672,319 |
| 4450 | \$1,061,643 | \$1,150,161 | \$1,145,616 | \$1,009,539 | \$1,020,161 | \$1,020,161 | \$1,020,161 |
| 4460 | \$1,147,013 | \$2,193,134 | \$2,191,037 | \$1,379,130 | \$2,467,781 | \$2,467,781 | \$2,467,781 |
| 4463 | \$72,364 | \$85,000 | \$82,601 | \$83,509 | \$85,000 | \$85,000 | \$85,000 |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS | BOARD APPROVED | WORKING BUDGET | YTD ACTUALS | DEPT REQUESTED | CAO RECOMM | BOARD APPROVED |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 4961 REIMBURSED EXPENSES | \$28,592 | \$350 | \$165 | \$27,438 | \$350 | \$350 | \$350 |
| 4997 CASH OVER OR SHORT | \$53 | \$85 | \$85 | \$0 | \$55 | \$55 | \$55 |
| 4999 PRIOR YEARS REIMBURSEMENTS | \$8,329 | \$0 | \$0 | \$1,874 | \$0 | \$0 | \$0 |
| OTHER REVENUE | \$155,518 | \$62,630 | \$66,313 | \$93,207 | \$57,576 | \$57,576 | \$57,576 |
| TOTAL REVENUES: | \$48,928,815 | \$53,072,054 | \$53,302,897 | \$51,803,289 | \$53,252,360 | \$54,461,199 | \$54,461,199 |
| EXPENSES: | | | | | | | |
| 5001 SALARIED EMPLOYEES | \$18,339,217 | \$20,795,322 | \$20,451,947 | \$18,230,460 | \$20,735,052 | \$20,448,005 | \$20,488,189 |
| 5002 CONTRACT EMPLOYEES | \$128,589 | \$128,099 | \$133,109 | \$129,144 | \$125,400 | \$125,400 | \$125,400 |
| 5003 OVERTIME | \$703,118 | \$825,620 | \$865,906 | \$831,091 | \$851,190 | \$796,306 | \$796,306 |
| 5004 STANDBY TIME | \$89,803 | \$159,515 | \$163,174 | \$131,201 | \$220,255 | \$220,455 | \$220,455 |
| 5005 HOLIDAY OVERTIME | \$120,366 | \$125,171 | \$141,182 | \$106,406 | \$47,411 | \$51,162 | \$51,162 |
| 5006 4850 TIME - WORKERS COMP | \$6,062 | \$9,000 | \$9,000 | \$5 | \$9,000 | \$9,000 | \$9,000 |
| 5012 PART TIME EMPLOYEES | \$795,113 | \$957,488 | \$1,074,003 | \$758,045 | \$1,012,207 | \$1,050,089 | \$1,050,089 |
| 5021 RETIREMENT & SOCIAL SECURITY | \$1,327,744 | \$1,653,812 | \$1,654,559 | \$1,303,387 | \$1,671,807 | \$1,653,640 | \$1,656,714 |
| 5022 PERS RETIREMENT | \$4,540,040 | \$5,199,895 | \$5,201,095 | \$4,589,138 | \$3,307,806 | \$3,277,261 | \$3,280,797 |
| 5023 RETIREMENT SAFETY-SIDE FUND | \$318,023 | \$325,028 | \$325,028 | \$325,028 | \$339,245 | \$339,245 | \$339,245 |
| 5024 RETIREMENT-UNFUNDED LIAB | \$407,724 | \$486,120 | \$486,122 | \$486,120 | \$3,389,810 | \$3,389,810 | \$3,389,810 |
| 5025 RETIREE HEALTH BENEFITS | \$2,363,124 | \$2,966,924 | \$2,966,924 | \$2,727,203 | \$3,135,968 | \$3,135,968 | \$3,135,968 |
| 5031 MEDICAL INSURANCE | \$2,993,207 | \$3,973,269 | \$3,901,639 | \$3,161,622 | \$3,973,584 | \$3,865,327 | \$3,879,969 |
| 5032 DISABILITY INSURANCE | \$153,213 | \$203,281 | \$204,081 | \$158,890 | \$205,548 | \$202,961 | \$203,363 |
| 5033 SHERIFF DEPUTIES DISABILITY | \$9,926 | \$10,332 | \$10,332 | \$10,102 | \$10,559 | \$10,291 | \$10,291 |
| 5034 EDUCATION REIMBURSEMENT | \$1,400 | \$6,650 | \$7,000 | \$2,317 | \$17,850 | \$17,850 | \$17,850 |
| 5042 SICK LEAVE BUY OUT | \$177,498 | \$229,216 | \$196,009 | \$153,260 | \$64,727 | \$64,657 | \$64,657 |
| 5043 OTHER BENEFITS | \$445,537 | \$359,727 | \$557,329 | \$538,231 | \$365,078 | \$365,078 | \$365,078 |
| 5111 CLOTHING | \$62,991 | \$71,259 | \$71,456 | \$63,075 | \$73,300 | \$73,300 | \$73,300 |
| SALARIES & BENEFITS | \$32,982,702 | \$38,485,728 | \$38,419,895 | \$33,704,732 | \$39,555,797 | \$39,095,805 | \$39,157,643 |
| 5112 PERSONAL & SAFETY EQUIPMENT | \$27,256 | \$63,606 | \$64,810 | \$38,398 | \$63,270 | \$61,770 | \$61,770 |
| 5114 INMATE CLOTHING | \$13,925 | \$16,000 | \$11,000 | \$6,013 | \$16,000 | \$15,250 | \$15,250 |
| 5122 CELL PHONES | \$28,639 | \$30,800 | \$33,241 | \$31,179 | \$38,127 | \$39,127 | \$39,127 |
| 5131 FOOD & HOUSEHOLD SUPPLIES | \$485,706 | \$579,612 | \$551,389 | \$488,132 | \$591,000 | \$589,000 | \$589,000 |
| 5132 JAIL-HOUSEHOLD | \$82,152 | \$60,000 | \$98,000 | \$85,594 | \$62,500 | \$62,500 | \$62,500 |
| 5154 UNEMPLOYMENT INSURANCE | \$22,764 | \$62,000 | \$52,468 | \$25,171 | \$46,750 | \$46,750 | \$46,750 |
| 5156 INSURANCE CLAIMS | \$0 | \$5,000 | \$5,000 | \$0 | \$5,000 | \$5,000 | \$5,000 |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|--------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5157 | | | | | | | |
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| 5332 | | | | | | | |
| 5337 | | | | | | | |
| 5351 | | | | | | | |
| 5499 | | | | | | | |
| | \$64,732 | \$68,791 | \$68,791 | \$68,791 | \$69,670 | \$69,670 | \$69,670 |
| MEDICAL MALPRACTICE INSURANCE | | | | | | | |
| INSURANCE PREMIUM | \$87,873 | \$90,000 | \$90,000 | \$85,674 | \$70,000 | \$70,000 | \$70,000 |
| JURY EXPENSE | \$16,526 | \$22,250 | \$22,250 | \$15,029 | \$22,250 | \$22,250 | \$22,250 |
| WITNESS EXPENSE | \$2,653 | \$3,500 | \$3,500 | \$333 | \$3,500 | \$3,500 | \$3,500 |
| MAINTENANCE OF EQUIPMENT | \$41,047 | \$74,525 | \$80,168 | \$37,068 | \$102,355 | \$78,525 | \$78,525 |
| MAINTENANCE OF EQUIPMENT-MATER | \$7,711 | \$11,876 | \$8,686 | \$9,553 | \$10,376 | \$9,776 | \$9,776 |
| MAINTENANCE - FUEL & LUBRICANT | \$0 | \$500 | \$0 | \$0 | \$500 | \$0 | \$0 |
| MAINTENANCE OF COMPUTER SYSTEM | \$122,855 | \$144,100 | \$144,100 | \$127,578 | \$113,225 | \$113,225 | \$113,225 |
| MAINTENANCE OF GROUNDS | \$24,234 | \$36,000 | \$49,899 | \$43,469 | \$38,000 | \$38,000 | \$38,000 |
| MAINTENANCE - SHERIFF | \$13,581 | \$13,000 | \$13,227 | \$9,382 | \$17,700 | \$17,700 | \$17,700 |
| MAINT BIG PINE LIBRARY | \$5,666 | \$5,666 | \$5,666 | \$5,666 | \$5,666 | \$5,666 | \$5,666 |
| MAINTENANCE OF STRUCTURES | \$22,779 | \$9,270 | \$8,270 | \$9,041 | \$19,770 | \$12,270 | \$12,270 |
| MAINT OF STRUCTURES-MATERIALS | \$41,999 | \$52,141 | \$40,734 | \$23,559 | \$54,650 | \$51,641 | \$51,641 |
| MEDICAL, DENTAL & LAB SUPPLIES | \$21,592 | \$12,000 | \$35,000 | \$32,494 | \$35,000 | \$35,000 | \$35,000 |
| MEMBERSHIPS | \$0 | \$2,525 | \$2,705 | \$2,575 | \$2,525 | \$2,525 | \$2,525 |
| OFFICE & OTHER EQUIP < \$5,000 | \$143,111 | \$234,777 | \$448,079 | \$366,933 | \$180,543 | \$174,089 | \$174,089 |
| INFORMATION SERVICES POSTAGE | \$79,076 | \$80,220 | \$76,920 | \$64,087 | \$80,700 | \$80,700 | \$80,700 |
| HEALTH - EMPLOYEE PHYSICALS | \$6,631 | \$9,276 | \$19,591 | \$19,517 | \$16,470 | \$16,470 | \$16,470 |
| ADVERTISING | \$79,398 | \$92,040 | \$94,122 | \$81,816 | \$97,452 | \$96,702 | \$96,702 |
| PROFESSIONAL & SPECIAL SERVICE | \$2,973,971 | \$3,872,361 | \$4,505,049 | \$2,708,322 | \$3,747,924 | \$3,666,628 | \$3,666,628 |
| RENTS & LEASES-EQUIPMENT | \$25,135 | \$30,003 | \$30,458 | \$21,011 | \$30,222 | \$30,222 | \$30,222 |
| COPIER LEASE - IS ONLY | \$92,226 | \$91,020 | \$91,020 | \$90,199 | \$91,000 | \$91,000 | \$91,000 |
| OFFICE, SPACE & SITE RENTAL | \$470,391 | \$483,458 | \$535,287 | \$486,832 | \$509,897 | \$509,897 | \$509,897 |
| SMALL TOOLS & INSTRUMENTS | \$4,249 | \$5,649 | \$5,645 | \$4,035 | \$5,649 | \$5,649 | \$5,649 |
| GENERAL OPERATING EXPENSE | \$711,091 | \$903,277 | \$987,288 | \$789,853 | \$939,849 | \$946,899 | \$946,899 |
| LAW ENFORCEMENT SPECIAL | \$68,401 | \$100,442 | \$117,530 | \$108,101 | \$114,594 | \$114,594 | \$114,594 |
| ELECTION EXPENSE | \$63,967 | \$66,500 | \$65,500 | \$54,242 | \$77,500 | \$77,500 | \$77,500 |
| SPECIAL APPROPRIATION | \$35,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 |
| LIBRARY BOOKS & SUBSCRIPTIONS | \$30,828 | \$34,010 | \$34,010 | \$33,122 | \$36,000 | \$34,010 | \$34,010 |
| TRAVEL EXPENSE-REQUIRED | \$96,800 | \$77,485 | \$246,185 | \$223,290 | \$214,015 | \$157,991 | \$157,991 |
| TRAVEL EXPENSE | \$250,010 | \$411,637 | \$337,332 | \$244,303 | \$349,033 | \$351,833 | \$351,833 |
| MILEAGE REIMBURSEMENT | \$1,345 | \$2,100 | \$600 | \$0 | \$2,100 | \$2,100 | \$2,100 |
| 5150 TRANSPORTS | \$797 | \$15,000 | \$10,000 | \$7,541 | \$10,000 | \$10,000 | \$10,000 |
| UTILITIES | \$902,138 | \$947,011 | \$1,000,019 | \$926,515 | \$1,031,055 | \$1,031,055 | \$1,031,055 |
| PRIOR YEAR REFUNDS | \$45,511 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS | BOARD APPROVED | WORKING BUDGET | YTD ACTUALS | DEPT REQUESTED | CAO RECOMM | BOARD APPROVED |
|--------------------------------|----------------|-------------------|-------------------|----------------|-------------------|---------------|-------------------|
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| SERVICES & SUPPLIES | \$7,213,784 | \$8,829,428 | \$10,003,539 | \$7,384,431 | \$8,931,837 | \$8,756,484 | \$8,756,484 |
| INTERNAL CHARGES | \$409,162 | \$437,404 | \$429,485 | \$425,445 | \$442,393 | \$472,693 | \$472,693 |
| TECH REFRESH EXPENSE | \$155,410 | \$235,073 | \$235,073 | \$235,073 | \$302,731 | \$302,731 | \$302,731 |
| EXTERNAL CHARGES | \$18,814 | \$18,926 | \$19,816 | \$15,171 | \$21,135 | \$21,135 | \$21,135 |
| INTERNAL SHREDDING CHARGES | \$10,920 | \$9,761 | \$10,274 | \$10,274 | \$10,721 | \$10,721 | \$10,721 |
| INTERNAL COPY CHARGES (NON-IS) | \$74,554 | \$87,362 | \$89,566 | \$78,213 | \$68,392 | \$68,392 | \$68,392 |
| WORKERS COMPENSATION | \$670,462 | \$629,293 | \$629,293 | \$629,293 | \$851,249 | \$851,249 | \$851,249 |
| PUBLIC LIABILITY INSURANCE | \$468,311 | \$501,590 | \$502,183 | \$501,586 | \$643,003 | \$643,003 | \$643,003 |
| COUNTY COST PLAN | \$930,668 | \$963,883 | \$963,883 | \$964,031 | \$1,199,497 | \$1,199,497 | \$1,199,497 |
| MOTOR POOL | \$1,053,215 | \$1,329,477 | \$1,373,512 | \$1,335,204 | \$1,366,491 | \$1,375,902 | \$1,375,902 |
| INTERNAL CHARGES | \$3,791,520 | \$4,212,769 | \$4,253,085 | \$4,194,293 | \$4,905,612 | \$4,945,323 | \$4,945,323 |
| SUPPORT & CARE OF PERSONS | \$1,608,324 | \$2,012,589 | \$2,013,708 | \$1,654,807 | \$2,007,089 | \$2,007,089 | \$2,007,089 |
| SUPPORT & CARE - 1099 | \$115,173 | \$185,000 | \$155,000 | \$114,735 | \$150,000 | \$150,000 | \$150,000 |
| ANNUAL NEW CPSP GRANT AWARD | \$0 | \$20,984 | \$20,984 | \$9,000 | \$20,984 | \$20,984 | \$20,984 |
| ICSOS-CONTRACT | \$0 | \$140,000 | \$140,000 | \$140,000 | \$0 | \$0 | \$0 |
| BLAKE JONES TROUT DERBY | \$0 | \$7,500 | \$7,500 | \$5,625 | \$7,500 | \$7,500 | \$7,500 |
| COMM CONN FOR CHILD CARE | \$8,576 | \$9,500 | \$9,500 | \$8,230 | \$9,500 | \$9,500 | \$9,500 |
| INDY FATHERS DAY DERBY | \$0 | \$7,500 | \$7,500 | \$5,625 | \$7,500 | \$7,500 | \$7,500 |
| VISITOR CENTER CONTRIBUTION | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 |
| INYO ARTS COUNCIL CONTRIBUTION | \$37,173 | \$37,173 | \$37,173 | \$37,173 | \$37,173 | \$37,173 | \$37,173 |
| LAWS RR MUSEUM CONTRIBUTION | \$24,516 | \$24,516 | \$24,516 | \$24,516 | \$24,516 | \$24,516 | \$24,516 |
| WILD IRIS CONTRIBUTION | \$14,088 | \$14,121 | \$14,154 | \$12,853 | \$14,121 | \$14,121 | \$14,121 |
| BIG PINE DREBY | \$0 | \$7,500 | \$7,500 | \$5,625 | \$7,500 | \$7,500 | \$7,500 |
| CAL EXPO EXHIBIT | \$9,681 | \$13,000 | \$13,000 | \$12,997 | \$13,000 | \$13,000 | \$13,000 |
| TRI COUNTY FAIR/RODEO | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 |
| TRIAL COURT MOE | \$657,200 | \$670,438 | \$670,438 | \$700,840 | \$710,438 | \$760,438 | \$760,438 |
| CALIFORNIA INDIAN LEGAL SERVIC | \$7,600 | \$7,600 | \$7,600 | \$7,600 | \$7,600 | \$7,600 | \$7,600 |
| EAST SIERRA AVALANCHE SOCIETY | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 |
| INYO COUNTY FILM COMMISSION | \$27,725 | \$38,100 | \$38,100 | \$34,011 | \$38,100 | \$38,100 | \$38,100 |
| MT. WHITNEY FISH HATCHERY | \$9,500 | \$9,500 | \$9,500 | \$9,500 | \$9,500 | \$9,500 | \$9,500 |
| OTHER AGENCY CONTRIBUTIONS | \$397,940 | \$507,505 | \$553,012 | \$439,378 | \$533,305 | \$533,305 | \$605,954 |
| LONE PINE EARLY OPENER DERBY | \$0 | \$7,500 | \$7,500 | \$5,625 | \$7,500 | \$7,500 | \$7,500 |
| OPENER PRESS REC/RAINBOW DAYS | \$0 | \$2,500 | \$2,500 | \$1,250 | \$2,500 | \$2,500 | \$2,500 |
| COORDINATED PROMOTION | \$0 | \$2,500 | \$386 | \$0 | \$2,500 | \$2,500 | \$2,500 |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|-------------------------------------|---------------------|----------------------|----------------------|---------------------|----------------------|----------------------|----------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5585 VISITOR GUIDE | \$0 | \$8,878 | \$8,878 | \$4,439 | \$8,878 | \$8,878 | \$8,878 |
| 5586 CAL HIGH SCHOOL RODEO FINALS | \$0 | \$8,522 | \$8,522 | \$4,261 | \$8,522 | \$8,522 | \$8,522 |
| 5587 WILD WEST MARATHON | \$0 | \$6,066 | \$6,066 | \$3,033 | \$6,066 | \$6,066 | \$6,066 |
| 5588 LAWS BENEFIT CONCERT | \$0 | \$2,522 | \$2,522 | \$1,261 | \$2,522 | \$2,522 | \$2,522 |
| 5589 DEATH VALLEY VISITORS GUIDE | \$0 | \$6,314 | \$6,314 | \$0 | \$6,314 | \$6,314 | \$6,314 |
| 5590 IMAGES OF INYO PHOTO CONTEST | \$0 | \$6,714 | \$6,714 | \$3,357 | \$6,714 | \$6,714 | \$6,714 |
| 5591 LAWS-20 MULE TEAM EXHIBIT | \$0 | \$0 | \$10,000 | \$10,000 | \$0 | \$0 | \$0 |
| OTHER CHARGES | \$2,952,251 | \$3,798,792 | \$3,823,337 | \$3,290,495 | \$3,684,092 | \$3,734,092 | \$3,806,741 |
| 5561 PRINCIPAL ON NOTES PAYABLE | \$64,901 | \$65,577 | \$65,577 | \$65,577 | \$66,899 | \$66,235 | \$66,235 |
| DEBT SERVICE PRINCIPAL | \$64,901 | \$65,577 | \$65,577 | \$65,577 | \$66,899 | \$66,235 | \$66,235 |
| 5553 INTEREST ON NOTES | \$9,198 | \$8,524 | \$8,524 | \$8,523 | \$7,866 | \$7,866 | \$7,866 |
| DEBT SERVICE INTEREST | \$9,198 | \$8,524 | \$8,524 | \$8,523 | \$7,866 | \$7,866 | \$7,866 |
| 5620 INFRASTRUCTURE | \$73,230 | \$0 | \$612 | \$612 | \$0 | \$0 | \$0 |
| 5640 STRUCTURES & IMPROVEMENTS | \$115,585 | \$6,500 | \$0 | \$0 | \$16,500 | \$16,500 | \$16,500 |
| 5650 EQUIPMENT | \$243,905 | \$114,500 | \$109,206 | \$88,218 | \$20,000 | \$16,000 | \$16,000 |
| 5655 VEHICLES | \$68,456 | \$29,645 | \$29,645 | \$29,644 | \$0 | \$0 | \$0 |
| 5700 CONSTRUCTION IN PROGRESS | \$1,326 | \$101,500 | \$80,939 | \$75,256 | \$30,000 | \$30,000 | \$30,000 |
| FIXED ASSETS | \$502,503 | \$252,145 | \$220,402 | \$193,730 | \$66,500 | \$62,500 | \$62,500 |
| 5801 OPERATING TRANSFERS OUT | \$1,021,302 | \$796,497 | \$876,497 | \$805,603 | \$134,698 | \$1,033,698 | \$1,251,645 |
| OTHER FINANCING USES | \$1,021,302 | \$796,497 | \$876,497 | \$805,603 | \$134,698 | \$1,033,698 | \$1,251,645 |
| 5901 CONTINGENCIES | \$0 | \$482,070 | \$353,282 | \$0 | \$304,717 | \$618,672 | \$669,552 |
| 5902 CONTINGENCIES - PY ENCUMBRANCE | \$0 | \$0 | \$80,919 | \$0 | \$0 | \$0 | \$0 |
| RESERVES | \$0 | \$482,070 | \$434,201 | \$0 | \$304,717 | \$618,672 | \$669,552 |
| TOTAL EXPENSES: | \$48,538,165 | \$56,931,530 | \$58,105,057 | \$49,647,387 | \$57,658,018 | \$58,320,675 | \$58,723,989 |
| FUND: 0001 GENERAL FUND | \$390,649 | (\$3,859,476) | (\$4,802,160) | \$2,155,901 | (\$4,405,658) | (\$3,859,476) | (\$4,262,790) |

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|-----------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| COUNTY TOTALS FOR REVENUES: | \$48,928,815 | \$53,072,054 | \$53,302,897 | \$51,803,289 | \$53,252,360 | \$54,461,199 | \$54,461,199 |
| EXPENSES: | (\$48,538,165) | (\$56,931,530) | (\$58,105,057) | (\$49,647,387) | (\$57,658,018) | (\$58,320,675) | (\$58,723,989) |
| REPORT NET | \$390,649 | (\$3,859,476) | (\$4,802,160) | \$2,155,901 | (\$4,405,658) | (\$3,859,476) | (\$4,262,790) |

ATTACHMENT B

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|--------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| REVENUES: | | | | | | | |
| 4061 - LOCAL TRANSPORTATION TAX | \$85,138 | \$85,588 | \$85,588 | \$85,588 | \$75,395 | \$75,395 | \$75,395 |
| 4085 - TRANSACTION & USE TAX | \$1,308,042 | \$1,300,000 | \$1,300,000 | \$1,493,294 | \$1,350,000 | \$1,350,000 | \$1,350,000 |
| TAXES - SALES | \$1,393,181 | \$1,385,588 | \$1,385,588 | \$1,578,882 | \$1,425,395 | \$1,425,395 | \$1,425,395 |
| 4141 - ROAD PRIVILEGES & PERMITS | \$17,950 | \$15,000 | \$15,000 | \$20,109 | \$17,000 | \$17,000 | \$17,000 |
| 4185 - COMMERCIAL TRASH COLLECT PRMT | \$327,920 | \$315,000 | \$315,000 | \$348,189 | \$400,000 | \$400,000 | \$400,000 |
| LICENSES & PERMITS | \$345,871 | \$330,000 | \$330,000 | \$368,298 | \$417,000 | \$417,000 | \$417,000 |
| 4213 - FISH & GAME FINES | \$6,758 | \$6,800 | \$6,800 | \$6,612 | \$5,000 | \$5,000 | \$5,000 |
| FINES & FORFEITURES | \$6,758 | \$6,800 | \$6,800 | \$6,612 | \$5,000 | \$5,000 | \$5,000 |
| 4320 - TECOPA COMMUNITY CENTER | \$0 | \$0 | \$0 | \$35 | \$0 | \$0 | \$0 |
| 4321 - CABLE TV LEASE | \$0 | \$29,315 | \$29,315 | \$29,315 | \$29,315 | \$29,315 | \$29,315 |
| 4331 - AUTO PARKING | \$25,233 | \$20,400 | \$20,050 | \$29,355 | \$25,700 | \$25,700 | \$25,700 |
| 4333 - HANGER RENT | \$116,634 | \$113,506 | \$113,506 | \$110,862 | \$120,664 | \$120,664 | \$120,664 |
| 4334 - TIE DOWN FEES | \$12,571 | \$12,600 | \$11,695 | \$13,426 | \$13,500 | \$13,500 | \$13,500 |
| 4336 - RENT-A-CAR LEASE | \$1,500 | \$1,800 | \$900 | \$750 | \$1,800 | \$1,800 | \$1,800 |
| 4338 - RAMP FEES | \$16,330 | \$13,000 | \$16,407 | \$26,271 | \$16,000 | \$16,000 | \$16,000 |
| 4340 - HANGAR ONE AERO | \$4,752 | \$4,752 | \$3,500 | \$3,564 | \$4,752 | \$4,752 | \$4,752 |
| RENTS & LEASES | \$177,021 | \$195,373 | \$195,373 | \$213,578 | \$211,731 | \$211,731 | \$211,731 |
| 4301 - INTEREST FROM TREASURY | \$102,849 | \$54,475 | \$60,455 | \$170,891 | \$82,390 | \$110,820 | \$110,820 |
| 4311 - RENTS | \$105,467 | \$105,500 | \$105,422 | \$101,764 | \$105,500 | \$105,500 | \$105,500 |
| 4315 - SPECIAL EVENTS | \$0 | \$0 | \$420 | \$2,744 | \$0 | \$0 | \$0 |
| 4316 - STATHAM HALL RENT | \$1,377 | \$1,350 | \$1,350 | \$756 | \$1,350 | \$1,350 | \$1,350 |
| 4317 - BIG PINE LEGION HALL RENT | \$604 | \$600 | \$600 | \$447 | \$600 | \$600 | \$600 |
| 4318 - INDEPENDENCE LEGION HALL RENT | \$27 | \$100 | \$100 | \$0 | \$100 | \$100 | \$100 |
| REV USE OF MONEY & PROPERTY | \$210,326 | \$162,025 | \$168,347 | \$276,604 | \$189,940 | \$218,370 | \$218,370 |
| 4401 - STATE AID FOR AVIATION | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 |
| 4460 - REALIGNMENT - 2011 | \$214,614 | \$725,935 | \$710,301 | \$410,071 | \$761,588 | \$761,588 | \$761,588 |
| 4471 - STATE HIGHWAY USERS TAX | \$2,733,637 | \$2,367,004 | \$2,367,004 | \$2,350,228 | \$3,719,236 | \$3,719,236 | \$3,719,236 |
| 4475 - OFF HIGHWAY VEHICLE | \$675 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4478 - FAMILY SUPPORT REIM - STATE | \$427,611 | \$452,307 | \$452,307 | \$444,474 | \$442,608 | \$442,608 | \$442,608 |
| 4479 - STATE SUBVENTIONS | \$252,593 | \$230,000 | \$230,000 | \$212,082 | \$230,000 | \$230,000 | \$230,000 |
| 4484 - REGIONAL SURFACE TRANS FUNDS | \$941,052 | \$910,807 | \$910,807 | \$910,904 | \$818,841 | \$818,841 | \$818,841 |
| 4497 - STATE MANDATE PROGRAMS | \$107,192 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|---------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 4498 - STATE GRANTS | \$495,834 | \$752,892 | \$553,036 | \$474,044 | \$1,422,662 | \$1,422,662 | \$1,422,662 |
| 4499 - STATE OTHER | \$499,338 | \$4,174,177 | \$4,193,605 | \$948,116 | \$3,537,830 | \$3,552,830 | \$3,552,830 |
| 4521 - FEDERAL FOREST RESERVE | \$233,894 | \$200,000 | \$200,000 | \$234,328 | \$200,000 | \$230,000 | \$230,000 |
| 4531 - GRAZING FEES | \$1,514 | \$0 | \$0 | \$1,702 | \$0 | \$0 | \$0 |
| 4552 - FEDERAL OTHER | \$2,802,777 | \$5,536,354 | \$5,470,496 | \$3,845,977 | \$2,393,428 | \$2,393,428 | \$2,393,428 |
| 4554 - FAMILY SUPPORT ADMIN REIMBURSE | \$664,346 | \$878,010 | \$878,010 | \$706,115 | \$859,179 | \$859,179 | \$859,179 |
| 4555 - FEDERAL GRANTS | \$3,501,940 | \$2,375,345 | \$2,147,991 | \$771,626 | \$2,162,155 | \$2,162,155 | \$2,162,155 |
| 4562 - COUNTY CONTRIBUTION | \$5,000 | \$5,000 | \$5,000 | \$0 | \$148,658 | \$15,000 | \$15,000 |
| 4563 - CONTRIBUTION FROM DWP | \$1,563,579 | \$1,792,965 | \$1,792,965 | \$1,895,552 | \$1,624,032 | \$1,624,032 | \$1,874,032 |
| 4599 - OTHER AGENCIES | \$230,566 | \$101,529 | \$253,330 | \$239,460 | \$71,517 | \$71,517 | \$71,517 |
| AID FROM OTHER GOVT AGENCIES | \$14,716,166 | \$20,542,325 | \$20,204,852 | \$13,484,685 | \$18,431,734 | \$18,343,076 | \$18,593,076 |
| 4676 - RESTITUTION | \$390 | \$800 | \$800 | \$360 | \$0 | \$0 | \$0 |
| 4727 - ABATEMENT FEES | \$396,645 | \$400,000 | \$400,000 | \$396,293 | \$400,000 | \$400,000 | \$400,000 |
| 4728 - SOLID WASTE FEES | \$586,494 | \$550,000 | \$625,000 | \$684,269 | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| 4735 - SW FEES - BISHOP - SUNLAND | \$105,533 | \$99,000 | \$120,000 | \$121,406 | \$110,000 | \$110,000 | \$110,000 |
| 4736 - SW FEES - BIG PINE TRANSFER | \$8,879 | \$8,000 | \$8,000 | \$10,387 | \$9,000 | \$10,000 | \$10,000 |
| 4737 - SW FEES - INDEPENDENCE | \$12,502 | \$12,000 | \$12,000 | \$12,024 | \$12,000 | \$12,000 | \$12,000 |
| 4738 - SW FEES - LONE PINE | \$30,269 | \$29,000 | \$25,000 | \$23,271 | \$22,500 | \$27,000 | \$27,000 |
| 4742 - PATIENT PAYMENTS | \$22,804 | \$6,000 | \$20,930 | \$29,999 | \$21,000 | \$21,000 | \$21,000 |
| 4743 - D.U.I. TRUST | \$55,000 | \$80,000 | \$68,827 | \$89,787 | \$112,958 | \$112,958 | \$112,958 |
| 4747 - INSURANCE PAYMENTS | \$298,091 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4751 - SEPTAGE POND FEES | \$33,540 | \$29,000 | \$29,000 | \$44,275 | \$30,000 | \$30,000 | \$30,000 |
| 4801 - WATER SERVICE | \$386,115 | \$388,960 | \$388,954 | \$366,994 | \$388,842 | \$388,842 | \$388,842 |
| 4815 - PROJECT REIMBURSABLES | \$176,724 | \$96,920 | \$96,920 | \$166,605 | \$28,096 | \$28,096 | \$28,096 |
| 4817 - LAFCO FEES | \$1,600 | \$17,065 | \$17,065 | \$0 | \$8,385 | \$8,385 | \$8,385 |
| 4818 - MOTOR POOL CHARGES | \$1,206,134 | \$1,353,000 | \$1,353,000 | \$1,531,524 | \$1,407,000 | \$1,407,000 | \$1,407,000 |
| 4819 - SERVICES & FEES | \$99,590 | \$92,500 | \$85,000 | \$91,421 | \$83,000 | \$87,500 | \$87,500 |
| 4821 - INTRA COUNTY CHARGES | \$4,549 | \$1,000 | \$1,000 | \$0 | \$3,200 | \$33,500 | \$33,500 |
| 4822 - INTRA COUNTY INSURANCE ADMIN | \$1,697,038 | \$1,774,517 | \$1,774,517 | \$1,640,667 | \$1,962,569 | \$1,962,569 | \$1,962,569 |
| 4823 - TECH REFRESH REVENUE | \$171,826 | \$266,245 | \$266,245 | \$266,245 | \$346,672 | \$346,672 | \$346,672 |
| 4824 - INTER GOVERNMENT CHARGES | \$8,464 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4825 - OTHER CURRENT CHARGES | \$222,790 | \$241,351 | \$266,351 | \$233,864 | \$266,351 | \$266,351 | \$266,351 |
| 4828 - INTERNAL SHREDDING REVENUE | \$12,874 | \$13,390 | \$13,390 | \$12,873 | \$13,450 | \$13,450 | \$13,450 |
| 4931 - SALES OF AVIATION GAS | \$216,202 | \$202,450 | \$190,200 | \$131,254 | \$202,450 | \$202,450 | \$202,450 |
| 4932 - SALES OF JET A FUEL | \$550,063 | \$578,475 | \$575,925 | \$507,298 | \$589,800 | \$589,800 | \$589,800 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 4933 - SALES OF OIL | \$278 | \$175 | \$253 | \$296 | \$175 | \$175 | \$175 |
| 4937 - NON TAX-JET FUEL-MILITARY | \$210,368 | \$250,000 | \$267,510 | \$271,735 | \$250,000 | \$250,000 | \$250,000 |
| CHARGES FOR CURRENT SERVICES | \$6,514,770 | \$6,489,848 | \$6,605,887 | \$6,632,852 | \$7,267,448 | \$7,307,748 | \$7,307,748 |
| 4998 - OPERATING TRANSFERS IN | \$1,673,455 | \$2,267,534 | \$2,444,421 | \$1,841,422 | \$510,730 | \$1,919,719 | \$2,065,017 |
| OTHER FINANCING SOURCES | \$1,673,455 | \$2,267,534 | \$2,444,421 | \$1,841,422 | \$510,730 | \$1,919,719 | \$2,065,017 |
| 4911 - SALES OF FIXED ASSETS | \$41,627 | \$75,000 | \$82,771 | \$83,974 | \$25,500 | \$25,500 | \$25,500 |
| 4922 - SALES OF COPIES | \$361 | \$100 | \$50 | \$36 | \$100 | \$100 | \$100 |
| 4936 - MISCELLANEOUS SALES | \$15 | \$20 | \$10 | \$38 | \$20 | \$20 | \$20 |
| 4951 - DONATIONS | \$5,500 | \$14,500 | \$13,500 | \$5,000 | \$14,000 | \$5,000 | \$5,000 |
| 4959 - MISCELLANEOUS REVENUE | \$41,310 | \$26,700 | \$24,279 | \$57,431 | \$34,200 | \$34,200 | \$34,200 |
| 4961 - REIMBURSED EXPENSES | \$3,871 | \$0 | \$675 | \$3,630 | \$0 | \$0 | \$0 |
| 4999 - PRIOR YEARS REIMBURSEMENTS | \$24,486 | \$0 | \$742 | \$6,281 | \$0 | \$0 | \$0 |
| OTHER REVENUE | \$117,172 | \$116,320 | \$122,027 | \$156,388 | \$73,820 | \$64,820 | \$64,820 |
| TOTAL REVENUES: | \$25,154,724 | \$31,495,813 | \$31,463,295 | \$24,559,325 | \$28,532,798 | \$29,912,859 | \$30,308,157 |
| EXPENSES: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | \$4,655,968 | \$5,173,988 | \$5,102,018 | \$4,608,557 | \$5,074,715 | \$5,077,479 | \$5,077,479 |
| 5003 - OVERTIME | \$62,609 | \$70,958 | \$180,508 | \$135,031 | \$109,371 | \$112,404 | \$112,404 |
| 5004 - STANDBY TIME | \$20,517 | \$19,000 | \$30,149 | \$25,736 | \$30,000 | \$30,000 | \$30,000 |
| 5005 - HOLIDAY OVERTIME | \$4,441 | \$4,832 | \$4,178 | \$3,523 | \$7,934 | \$9,623 | \$9,623 |
| 5012 - PART TIME EMPLOYEES | \$366,864 | \$449,117 | \$417,470 | \$351,242 | \$434,603 | \$434,603 | \$434,603 |
| 5021 - RETIREMENT & SOCIAL SECURITY | \$386,576 | \$441,552 | \$441,027 | \$388,788 | \$432,709 | \$432,944 | \$432,944 |
| 5022 - PERS RETIREMENT | \$1,134,326 | \$1,295,777 | \$1,289,382 | \$1,151,955 | \$724,225 | \$725,094 | \$725,094 |
| 5024 - RETIREMENT-UNFUNDED LIAB | \$0 | \$0 | \$0 | \$0 | \$774,278 | \$774,278 | \$774,278 |
| 5025 - RETIREE HEALTH BENEFITS | \$427,395 | \$511,109 | \$511,109 | \$495,251 | \$559,603 | \$559,603 | \$559,603 |
| 5031 - MEDICAL INSURANCE | \$780,132 | \$1,065,278 | \$1,002,940 | \$834,310 | \$1,087,832 | \$1,082,331 | \$1,082,331 |
| 5032 - DISABILITY INSURANCE | \$39,561 | \$55,785 | \$54,946 | \$42,186 | \$55,180 | \$55,190 | \$55,190 |
| 5034 - EDUCATION REIMBURSEMENT | \$0 | \$0 | \$0 | \$0 | \$175 | \$175 | \$175 |
| 5042 - SICK LEAVE BUY OUT | \$27,182 | \$46,197 | \$33,782 | \$26,897 | \$43,692 | \$43,848 | \$43,848 |
| 5043 - OTHER BENEFITS | \$119,871 | \$97,293 | \$137,278 | \$125,598 | \$91,540 | \$91,540 | \$91,540 |
| 5099 - SALARY ADJUSTMENT | \$417,009 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SALARIES & BENEFITS | \$8,436,158 | \$9,230,886 | \$9,204,787 | \$8,189,079 | \$9,425,857 | \$9,429,112 | \$9,429,112 |
| 5112 - PERSONAL & SAFETY EQUIPMENT | \$15,359 | \$16,455 | \$20,010 | \$17,424 | \$16,005 | \$16,005 | \$16,005 |
| 5122 - CELL PHONES | \$7,063 | \$7,343 | \$11,568 | \$10,066 | \$8,801 | \$8,801 | \$8,801 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS | BOARD APPROVED | WORKING BUDGET | YTD ACTUALS | DEPT REQUESTED | CAO RECOMM | BOARD APPROVED |
|---------------------------------------|----------------|-------------------|-------------------|----------------|-------------------|---------------|-------------------|
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5131 - FOOD & HOUSEHOLD SUPPLIES | \$175,907 | \$121,829 | \$122,613 | \$142,816 | \$64,867 | \$64,867 | \$64,867 |
| 5153 - FIRE & CASUALTY INSURANCE | \$5,900 | \$6,500 | \$6,320 | \$5,900 | \$6,500 | \$6,500 | \$6,500 |
| 5154 - UNEMPLOYMENT INSURANCE | \$12,258 | \$14,100 | \$41,100 | \$35,491 | \$21,600 | \$21,600 | \$21,600 |
| 5156 - INSURANCE CLAIMS | \$6,841 | \$135,000 | \$131,995 | \$3,885 | \$115,000 | \$115,000 | \$115,000 |
| 5158 - INSURANCE PREMIUM | \$1,167,480 | \$1,129,400 | \$1,111,975 | \$1,102,264 | \$1,378,600 | \$1,378,600 | \$1,378,600 |
| 5171 - MAINTENANCE OF EQUIPMENT | \$149,783 | \$210,016 | \$221,541 | \$155,104 | \$186,150 | \$186,150 | \$186,150 |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$232,339 | \$255,861 | \$345,988 | \$284,936 | \$387,759 | \$376,759 | \$376,759 |
| 5175 - MAINTENANCE - FUEL & LUBRICANT | \$260,647 | \$276,000 | \$328,000 | \$296,361 | \$283,000 | \$278,000 | \$278,000 |
| 5177 - MAINTENANCE OF COMPUTER SYSTEM | \$0 | \$0 | \$0 | \$0 | \$25,000 | \$25,000 | \$25,000 |
| 5178 - MOTOR POOL FUEL | \$338,339 | \$472,000 | \$469,900 | \$323,106 | \$358,800 | \$358,800 | \$358,800 |
| 5182 - MAINTENANCE OF GROUNDS | \$28 | \$500 | \$500 | \$0 | \$500 | \$0 | \$0 |
| 5191 - MAINTENANCE OF STRUCTURES | \$84,779 | \$326,351 | \$556,756 | \$197,707 | \$337,162 | \$274,662 | \$274,662 |
| 5199 - MAINT OF STRUCTURES-MATERIALS | \$4,081 | \$8,778 | \$11,396 | \$4,893 | \$37,195 | \$21,995 | \$21,995 |
| 5211 - MEMBERSHIPS | \$4,529 | \$4,850 | \$3,935 | \$3,935 | \$5,332 | \$5,332 | \$5,332 |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$296,528 | \$326,111 | \$382,941 | \$306,600 | \$402,472 | \$402,472 | \$402,472 |
| 5260 - HEALTH - EMPLOYEE PHYSICALS | \$3,939 | \$4,850 | \$12,200 | \$8,710 | \$4,700 | \$4,700 | \$4,700 |
| 5263 - ADVERTISING | \$19,208 | \$33,025 | \$32,823 | \$15,420 | \$34,950 | \$32,150 | \$32,150 |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$3,119,484 | \$6,683,021 | \$6,944,697 | \$5,065,002 | \$4,029,511 | \$4,099,511 | \$4,124,511 |
| 5281 - RENTS & LEASES-EQUIPMENT | \$161,136 | \$387,200 | \$493,182 | \$443,915 | \$535,950 | \$535,950 | \$535,950 |
| 5291 - OFFICE, SPACE & SITE RENTAL | \$225,175 | \$242,628 | \$242,831 | \$227,806 | \$237,527 | \$237,527 | \$237,527 |
| 5301 - SMALL TOOLS & INSTRUMENTS | \$13,000 | \$12,200 | \$12,300 | \$9,486 | \$13,750 | \$13,750 | \$13,750 |
| 5309 - ROAD MATERIALS | \$114,351 | \$15,785 | \$60,500 | \$38,013 | \$51,000 | \$51,000 | \$51,000 |
| 5310 - ROAD SIGNS & PAINT | \$16,468 | \$20,000 | \$29,591 | \$22,096 | \$20,000 | \$20,000 | \$20,000 |
| 5311 - GENERAL OPERATING EXPENSE | \$568,635 | \$694,818 | \$705,435 | \$598,009 | \$776,527 | \$771,805 | \$996,805 |
| 5322 - NON OPERATING | \$100,177 | \$105,000 | \$105,000 | \$112,723 | \$130,000 | \$130,000 | \$130,000 |
| 5331 - TRAVEL EXPENSE | \$63,214 | \$83,575 | \$77,522 | \$42,602 | \$92,931 | \$92,931 | \$92,931 |
| 5351 - UTILITIES | \$150,884 | \$160,385 | \$164,752 | \$153,195 | \$154,985 | \$154,985 | \$154,985 |
| 5361 - FUEL, OIL & WATER FOR RESALE | \$629,919 | \$811,380 | \$810,880 | \$561,646 | \$761,000 | \$761,000 | \$761,000 |
| 5499 - PRIOR YEAR REFUNDS | \$108,545 | \$0 | \$1,836 | \$8,306 | \$0 | \$0 | \$0 |
| SERVICES & SUPPLIES | \$8,056,008 | \$12,564,961 | \$13,460,087 | \$10,197,429 | \$10,477,574 | \$10,445,852 | \$10,695,852 |
| 5121 - INTERNAL CHARGES | \$214,959 | \$577,241 | \$582,425 | \$343,055 | \$562,428 | \$562,428 | \$562,428 |
| 5123 - TECH REFRESH EXPENSE | \$16,158 | \$27,626 | \$27,626 | \$27,626 | \$33,381 | \$33,381 | \$33,381 |
| 5124 - EXTERNAL CHARGES | \$405,420 | \$385,030 | \$460,034 | \$324,820 | \$432,988 | \$432,988 | \$432,988 |
| 5128 - INTERNAL SHREDDING CHARGES | \$1,953 | \$1,762 | \$1,762 | \$1,762 | \$1,840 | \$1,840 | \$1,840 |
| 5129 - INTERNAL COPY CHARGES (NON-IS) | \$20,458 | \$23,358 | \$21,804 | \$16,910 | \$13,081 | \$13,081 | \$13,081 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS | BOARD APPROVED | WORKING BUDGET | YTD ACTUALS | DEPT REQUESTED | CAO RECOMM | BOARD APPROVED |
|---------------------------------------|----------------|-------------------|-------------------|----------------|-------------------|---------------|-------------------|
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5152 - WORKERS COMPENSATION | \$311,955 | \$243,694 | \$243,694 | \$243,692 | \$227,910 | \$227,910 | \$227,910 |
| 5155 - PUBLIC LIABILITY INSURANCE | \$176,875 | \$181,205 | \$181,930 | \$181,220 | \$150,025 | \$150,025 | \$150,025 |
| 5315 - COUNTY COST PLAN | \$506,034 | \$869,336 | \$869,336 | \$803,950 | \$948,196 | \$948,196 | \$948,196 |
| 5333 - MOTOR POOL | \$133,566 | \$151,733 | \$171,913 | \$163,411 | \$155,652 | \$155,652 | \$155,652 |
| INTERNAL CHARGES | \$1,787,381 | \$2,460,985 | \$2,560,524 | \$2,106,447 | \$2,525,501 | \$2,525,501 | \$2,525,501 |
| 5501 - SUPPORT & CARE OF PERSONS | \$0 | \$0 | \$50 | \$27 | \$0 | \$0 | \$0 |
| 5539 - OTHER AGENCY CONTRIBUTIONS | \$173,011 | \$275,079 | \$349,983 | \$351,492 | \$245,745 | \$245,745 | \$245,745 |
| OTHER CHARGES | \$173,011 | \$275,079 | \$350,033 | \$351,519 | \$245,745 | \$245,745 | \$245,745 |
| 5561 - PRINCIPAL ON NOTES PAYABLE | \$147,091 | \$128,433 | \$128,433 | \$134,419 | \$125,208 | \$125,208 | \$125,208 |
| DEBT SERVICE PRINCIPAL | \$147,091 | \$128,433 | \$128,433 | \$134,419 | \$125,208 | \$125,208 | \$125,208 |
| 5553 - INTEREST ON NOTES | \$24,479 | \$21,497 | \$21,497 | \$15,168 | \$21,365 | \$21,365 | \$21,365 |
| DEBT SERVICE INTEREST | \$24,479 | \$21,497 | \$21,497 | \$15,168 | \$21,365 | \$21,365 | \$21,365 |
| 5600 - LAND | \$0 | \$0 | \$0 | \$0 | \$0 | \$522,000 | \$522,000 |
| 5620 - INFRASTRUCTURE | \$0 | \$15,000 | \$15,000 | \$0 | \$80,000 | \$80,000 | \$80,000 |
| 5640 - STRUCTURES & IMPROVEMENTS | \$107,339 | \$0 | \$0 | \$0 | \$0 | \$75,000 | \$75,000 |
| 5650 - EQUIPMENT | \$785,329 | \$450,000 | \$484,620 | \$471,390 | \$577,000 | \$593,000 | \$593,000 |
| 5655 - VEHICLES | \$0 | \$580,000 | \$988,317 | \$562,905 | \$345,000 | \$345,000 | \$345,000 |
| 5700 - CONSTRUCTION IN PROGRESS | \$24,459 | \$2,086,115 | \$2,303,648 | \$1,002,706 | \$2,332,843 | \$2,332,843 | \$2,332,843 |
| 5711 - ROAD PROJECT #11 SABRINA BRIDG | \$17,054 | \$75,000 | \$82,165 | \$23,834 | \$15,000 | \$15,000 | \$15,000 |
| 5729 - SOUTH BISHOP RESURFACING | \$1,216,114 | \$0 | \$45,956 | \$0 | \$0 | \$0 | \$0 |
| 5734 - OAK CREEK | \$29,180 | \$217,000 | \$227,926 | \$23,524 | \$5,000 | \$5,000 | \$5,000 |
| 5735 - CARROLL CREEK | \$104,431 | \$350,000 | \$356,806 | \$79,324 | \$270,000 | \$270,000 | \$270,000 |
| 5736 - WALKER CREEK | \$92,796 | \$350,000 | \$350,000 | \$69,277 | \$245,000 | \$245,000 | \$245,000 |
| 5737 - SUNLAND BICYCLE LANES | \$592,788 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5738 - ED POWERS BICYCLE LANE | \$17,528 | \$603,000 | \$633,861 | \$585,887 | \$0 | \$0 | \$0 |
| 5739 - SEE VEE LANE EXTENSION | \$589 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5740 - W. BISHOP RESURFACING | \$20,225 | \$2,885,000 | \$2,886,609 | \$16,559 | \$2,859,803 | \$2,859,803 | \$2,859,803 |
| 5741 - BRIDGE PREVENTION MAIN PRG | \$4,164 | \$65,000 | \$65,000 | \$0 | \$0 | \$0 | \$0 |
| 5742 - TRONA WILDROSE REVEGETATION | \$0 | \$100,000 | \$100,000 | \$0 | \$15,000 | \$15,000 | \$15,000 |
| 5743 - STRIPING & RUMBLE STRIP-HSIP | \$0 | \$663,100 | \$663,100 | \$5,624 | \$562,000 | \$562,000 | \$562,000 |
| FIXED ASSETS | \$3,011,999 | \$8,439,215 | \$9,203,008 | \$2,841,036 | \$7,306,646 | \$7,919,646 | \$7,919,646 |
| 5799 - DEPRECIATION | \$606,064 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| DEPRECIATION | \$606,064 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|---------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5801 - OPERATING TRANSFERS OUT | \$270,355 | \$1,121,815 | \$1,256,284 | \$823,144 | \$326,661 | \$721,266 | \$721,266 |
| OTHER FINANCING USES | \$270,355 | \$1,121,815 | \$1,256,284 | \$823,144 | \$326,661 | \$721,266 | \$721,266 |
| 5901 - CONTINGENCIES | \$0 | \$67,814 | \$67,814 | \$0 | \$50,000 | \$0 | \$0 |
| 5902 - CONTINGENCIES - PY ENCUMBRANCE | \$0 | \$0 | \$8,090 | \$0 | \$0 | \$0 | \$0 |
| RESERVES | \$0 | \$67,814 | \$75,904 | \$0 | \$50,000 | \$0 | \$0 |
| TOTAL EXPENSES: | <u>\$22,512,550</u> | <u>\$34,310,685</u> | <u>\$36,260,557</u> | <u>\$24,658,245</u> | <u>\$30,504,557</u> | <u>\$31,433,695</u> | <u>\$31,683,695</u> |
| NET | \$2,642,173 | (\$2,814,872) | (\$4,797,262) | (\$98,920) | (\$1,971,759) | (\$1,520,836) | (\$1,375,538) |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|----------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| INCLUDE | | | | | | | |
| REVENUES: | | | | | | | |
| 4381 - GEOTHERMAL ROYALTIES | \$248,489 | \$0 | \$0 | \$210,955 | \$0 | \$0 | \$0 |
| RENTS & LEASES | \$248,489 | \$0 | \$0 | \$210,955 | \$0 | \$0 | \$0 |
| 4301 - INTEREST FROM TREASURY | \$7,887 | \$4,450 | \$4,467 | \$10,325 | \$4,950 | \$4,950 | \$4,950 |
| REV USE OF MONEY & PROPERTY | \$7,887 | \$4,450 | \$4,467 | \$10,325 | \$4,950 | \$4,950 | \$4,950 |
| 4420 - SOCIAL SERVICE REALIGNMENT | \$0 | \$73,973 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4460 - REALIGNMENT - 2011 | \$0 | \$45,669 | \$30,295 | \$32,845 | \$30,419 | \$30,419 | \$30,419 |
| 4498 - STATE GRANTS | \$297,218 | \$739,981 | \$580,467 | \$335,456 | \$927,754 | \$927,754 | \$927,754 |
| 4499 - STATE OTHER | \$21,770 | \$186,400 | \$204,400 | \$179,448 | \$197,500 | \$197,500 | \$197,500 |
| 4501 - FEDERAL PUBLIC ASSISTANCE ADMIN | \$0 | \$10,840 | \$10,840 | \$0 | \$10,815 | \$10,815 | \$10,815 |
| 4552 - FEDERAL OTHER | \$3,478 | \$32,621 | \$32,621 | \$1,922 | \$6,760 | \$6,760 | \$6,760 |
| 4555 - FEDERAL GRANTS | \$15,000 | \$65,667 | \$95,667 | \$64,367 | \$17,061 | \$17,061 | \$17,061 |
| 4561 - AID FROM MONO COUNTY | \$0 | \$458 | \$458 | \$458 | \$5,546 | \$5,546 | \$5,546 |
| 4599 - OTHER AGENCIES | \$74,648 | \$50,000 | \$116,494 | \$136,947 | \$117,597 | \$117,597 | \$117,597 |
| AID FROM OTHER GOVT AGENCIES | \$412,115 | \$1,205,609 | \$1,071,242 | \$751,444 | \$1,313,452 | \$1,313,452 | \$1,313,452 |
| 4701 - VITAL STATISTICS | \$0 | \$0 | \$0 | \$14 | \$0 | \$0 | \$0 |
| 4703 - RECORDERS MICROGRAPHIC FEES | \$12,769 | \$13,000 | \$13,000 | \$18,032 | \$13,000 | \$13,000 | \$13,000 |
| 4704 - RECORDERS SYSTEM UPDATE FEES | \$12,310 | \$11,000 | \$11,000 | \$15,459 | \$11,000 | \$11,000 | \$11,000 |
| 4705 - RECORDERS TRUNCATION PROGRAM | \$3,246 | \$3,000 | \$3,000 | \$5,017 | \$3,000 | \$3,000 | \$3,000 |
| 4812 - NSF CHARGES | \$20 | \$0 | \$0 | \$10 | \$0 | \$0 | \$0 |
| 4819 - SERVICES & FEES | \$906 | \$9,406 | \$2,906 | \$2,527 | \$9,000 | \$9,000 | \$9,000 |
| 4824 - INTER GOVERNMENT CHARGES | \$50 | \$0 | \$0 | \$31,897 | \$0 | \$0 | \$0 |
| 4825 - OTHER CURRENT CHARGES | \$318,023 | \$325,028 | \$325,028 | \$325,028 | \$339,236 | \$339,236 | \$339,236 |
| CHARGES FOR CURRENT SERVICES | \$347,325 | \$361,434 | \$354,934 | \$397,984 | \$375,236 | \$375,236 | \$375,236 |
| 4998 - OPERATING TRANSFERS IN | \$387,308 | \$15,598 | \$170,065 | \$139,918 | \$161,176 | \$321,176 | \$393,825 |
| OTHER FINANCING SOURCES | \$387,308 | \$15,598 | \$170,065 | \$139,918 | \$161,176 | \$321,176 | \$393,825 |
| 4959 - MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$15 | \$0 | \$0 | \$0 |
| 4990 - LOAN PROCEEDS | \$0 | \$0 | \$0 | \$3,892 | \$0 | \$0 | \$0 |
| OTHER REVENUE | \$0 | \$0 | \$0 | \$3,907 | \$0 | \$0 | \$0 |
| TOTAL REVENUES: | \$1,403,126 | \$1,587,091 | \$1,600,708 | \$1,514,535 | \$1,854,814 | \$2,014,814 | \$2,087,463 |
| EXPENSES: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | \$270,136 | \$559,913 | \$548,004 | \$363,196 | \$676,260 | \$616,794 | \$616,794 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5003 - OVERTIME | \$229 | \$4,690 | \$4,391 | \$3,684 | \$7,147 | \$7,147 | \$7,147 |
| 5004 - STANDBY TIME | \$7,659 | \$14,500 | \$14,500 | \$11,927 | \$21,125 | \$21,125 | \$21,125 |
| 5005 - HOLIDAY OVERTIME | \$0 | \$0 | \$0 | \$0 | \$1,638 | \$1,638 | \$1,638 |
| 5012 - PART TIME EMPLOYEES | \$8,518 | \$34,134 | \$42,704 | \$28,038 | \$38,860 | \$38,860 | \$38,860 |
| 5021 - RETIREMENT & SOCIAL SECURITY | \$21,814 | \$45,941 | \$45,285 | \$30,599 | \$55,519 | \$50,971 | \$50,971 |
| 5022 - PERS RETIREMENT | \$61,608 | \$121,037 | \$118,975 | \$90,660 | \$86,851 | \$77,643 | \$77,643 |
| 5024 - RETIREMENT-UNFUNDED LIAB | \$0 | \$0 | \$0 | \$0 | \$85,237 | \$85,237 | \$85,237 |
| 5025 - RETIRE HEALTH BENEFITS | \$4,574 | \$4,602 | \$4,602 | \$4,127 | \$4,367 | \$4,367 | \$4,367 |
| 5031 - MEDICAL INSURANCE | \$42,476 | \$148,274 | \$133,730 | \$75,913 | \$191,558 | \$169,978 | \$169,978 |
| 5032 - DISABILITY INSURANCE | \$2,417 | \$5,977 | \$5,977 | \$3,261 | \$7,229 | \$6,694 | \$6,694 |
| 5034 - EDUCATION REIMBURSEMENT | \$0 | \$0 | \$344 | \$344 | \$0 | \$0 | \$0 |
| 5042 - SICK LEAVE BUY OUT | \$2,357 | \$3,609 | \$4,090 | \$3,480 | \$3,665 | \$3,665 | \$3,665 |
| 5043 - OTHER BENEFITS | \$5,997 | \$2,891 | \$7,354 | \$7,357 | \$2,880 | \$2,880 | \$2,880 |
| SALARIES & BENEFITS | \$427,790 | \$945,568 | \$929,956 | \$622,592 | \$1,182,336 | \$1,086,999 | \$1,086,999 |
| 5112 - PERSONAL & SAFETY EQUIPMENT | \$238 | \$1,500 | \$1,000 | \$606 | \$1,300 | \$1,300 | \$1,300 |
| 5122 - CELL PHONES | \$660 | \$1,232 | \$1,548 | \$1,328 | \$1,220 | \$1,220 | \$1,220 |
| 5154 - UNEMPLOYMENT INSURANCE | \$10,190 | \$14,000 | \$14,000 | (\$525) | \$2,500 | \$2,500 | \$2,500 |
| 5171 - MAINTENANCE OF EQUIPMENT | \$1,342 | \$1,700 | \$1,800 | \$1,687 | \$2,000 | \$2,000 | \$2,000 |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$102 | \$200 | \$1,400 | \$1,393 | \$1,000 | \$1,000 | \$1,000 |
| 5191 - MAINTENANCE OF STRUCTURES | \$31,545 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5211 - MEMBERSHIPS | \$0 | \$0 | \$0 | \$0 | \$100 | \$100 | \$100 |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$2,213 | \$3,400 | \$25,400 | \$18,827 | \$10,125 | \$10,125 | \$10,125 |
| 5260 - HEALTH - EMPLOYEE PHYSICALS | \$150 | \$200 | \$0 | \$394 | \$200 | \$200 | \$200 |
| 5263 - ADVERTISING | \$8,851 | \$11,522 | \$11,522 | \$6,596 | \$8,700 | \$8,700 | \$8,700 |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$254,422 | \$322,414 | \$487,374 | \$101,610 | \$289,859 | \$289,440 | \$289,440 |
| 5281 - RENTS & LEASES-EQUIPMENT | \$2,574 | \$200 | \$0 | \$0 | \$200 | \$200 | \$200 |
| 5291 - OFFICE, SPACE & SITE RENTAL | \$6,918 | \$15,720 | \$19,416 | \$14,771 | \$17,299 | \$17,299 | \$17,299 |
| 5301 - SMALL TOOLS & INSTRUMENTS | \$0 | \$500 | \$500 | \$329 | \$500 | \$500 | \$500 |
| 5311 - GENERAL OPERATING EXPENSE | \$30,569 | \$60,613 | \$62,680 | \$31,954 | \$142,394 | \$142,394 | \$142,394 |
| 5331 - TRAVEL EXPENSE | \$6,089 | \$40,536 | \$64,718 | \$13,185 | \$39,386 | \$39,386 | \$39,386 |
| 5351 - UTILITIES | \$6,077 | \$7,636 | \$12,407 | \$10,949 | \$12,210 | \$12,210 | \$12,210 |
| 5499 - PRIOR YEAR REFUNDS | \$4,567 | \$0 | \$1,623 | \$1,622 | \$0 | \$0 | \$0 |
| SERVICES & SUPPLIES | \$366,513 | \$481,373 | \$705,388 | \$204,732 | \$528,993 | \$528,574 | \$528,574 |
| 5121 - INTERNAL CHARGES | \$5,889 | \$18,500 | \$19,000 | \$5,023 | \$18,500 | \$18,500 | \$18,500 |
| 5123 - TECH REFRESH EXPENSE | \$258 | \$0 | \$0 | \$0 | \$2,671 | \$2,671 | \$2,671 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|---------------------------------------|--------------------|----------------------|----------------------|--------------------|----------------------|----------------------|----------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5124 - EXTERNAL CHARGES | \$19,242 | \$22,950 | \$22,908 | \$10,332 | \$22,952 | \$22,952 | \$22,952 |
| 5128 - INTERNAL SHREDDING CHARGES | \$106 | \$95 | \$95 | \$95 | \$100 | \$100 | \$100 |
| 5129 - INTERNAL COPY CHARGES (NON-IS) | \$282 | \$1,785 | \$1,827 | \$255 | \$239 | \$239 | \$239 |
| 5152 - WORKERS COMPENSATION | \$5,673 | \$3,692 | \$3,692 | \$3,692 | \$6,874 | \$6,874 | \$6,874 |
| 5155 - PUBLIC LIABILITY INSURANCE | \$7,584 | \$2,882 | \$2,882 | \$2,881 | \$5,044 | \$5,044 | \$5,044 |
| 5315 - COUNTY COST PLAN | \$6,405 | \$28,287 | \$28,287 | \$28,287 | \$28,837 | \$28,837 | \$28,837 |
| 5333 - MOTOR POOL | \$12,448 | \$25,921 | \$29,728 | \$25,156 | \$22,835 | \$22,835 | \$22,835 |
| INTERNAL CHARGES | \$57,891 | \$104,112 | \$108,419 | \$75,724 | \$108,052 | \$108,052 | \$108,052 |
| 5501 - SUPPORT & CARE OF PERSONS | \$163 | \$5,000 | \$5,000 | \$4,132 | \$5,000 | \$5,000 | \$5,000 |
| 5539 - OTHER AGENCY CONTRIBUTIONS | \$204,235 | \$50,000 | \$60,000 | \$60,000 | \$0 | \$0 | \$0 |
| OTHER CHARGES | \$204,398 | \$55,000 | \$65,000 | \$64,132 | \$5,000 | \$5,000 | \$5,000 |
| 5561 - PRINCIPAL ON NOTES PAYABLE | \$103,000 | \$116,000 | \$116,000 | \$116,000 | \$137,000 | \$137,000 | \$137,000 |
| DEBT SERVICE PRINCIPAL | \$103,000 | \$116,000 | \$116,000 | \$116,000 | \$137,000 | \$137,000 | \$137,000 |
| 5553 - INTEREST ON NOTES | \$215,022 | \$209,028 | \$209,028 | \$209,027 | \$202,236 | \$202,236 | \$202,236 |
| DEBT SERVICE INTEREST | \$215,022 | \$209,028 | \$209,028 | \$209,027 | \$202,236 | \$202,236 | \$202,236 |
| 5630 - LAND IMPROVEMENTS | \$89,683 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5640 - STRUCTURES & IMPROVEMENTS | \$40,900 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5650 - EQUIPMENT | \$80,806 | \$62,000 | \$58,000 | \$41,014 | \$12,000 | \$12,000 | \$12,000 |
| FIXED ASSETS | \$211,390 | \$62,000 | \$58,000 | \$41,014 | \$12,000 | \$12,000 | \$12,000 |
| 5801 - OPERATING TRANSFERS OUT | \$453,054 | \$542,958 | \$558,376 | \$318,377 | \$10,190 | \$432,840 | \$432,840 |
| OTHER FINANCING USES | \$453,054 | \$542,958 | \$558,376 | \$318,377 | \$10,190 | \$432,840 | \$432,840 |
| TOTAL EXPENSES: | \$2,039,061 | \$2,516,039 | \$2,750,167 | \$1,651,600 | \$2,185,807 | \$2,512,701 | \$2,512,701 |
| NET INCLUDE | \$2,006,239 | (\$3,743,820) | (\$5,946,721) | (\$235,985) | (\$2,302,752) | (\$2,018,723) | (\$1,800,776) |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| NO COPY | | | | | | | |
| REVENUES: | | | | | | | |
| 4430 - HEALTH REALIGNMENT | \$27,779 | \$39,420 | \$39,420 | \$29,349 | \$54,470 | \$54,470 | \$54,470 |
| 4498 - STATE GRANTS | \$550,637 | \$681,819 | \$803,930 | \$631,772 | \$721,652 | \$721,652 | \$721,652 |
| 4499 - STATE OTHER | \$449 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4552 - FEDERAL OTHER | \$3,468 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4555 - FEDERAL GRANTS | \$276,764 | \$1,002,127 | \$1,002,127 | \$714,735 | \$391,495 | \$391,495 | \$391,495 |
| AID FROM OTHER GOVT AGENCIES | \$859,099 | \$1,723,366 | \$1,845,477 | \$1,375,857 | \$1,167,617 | \$1,167,617 | \$1,167,617 |
| 4998 - OPERATING TRANSFERS IN | \$2,838 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| OTHER FINANCING SOURCES | \$2,838 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4961 - REIMBURSED EXPENSES | (\$3,923) | \$0 | \$551 | \$551 | \$0 | \$0 | \$0 |
| OTHER REVENUE | (\$3,923) | \$0 | \$551 | \$551 | \$0 | \$0 | \$0 |
| TOTAL REVENUES: | \$858,013 | \$1,723,366 | \$1,846,028 | \$1,375,598 | \$1,167,617 | \$1,167,617 | \$1,167,617 |
| EXPENSES: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | \$322,361 | \$372,680 | \$372,737 | \$328,546 | \$356,105 | \$356,159 | \$356,159 |
| 5002 - CONTRACT EMPLOYEES | \$0 | \$0 | \$0 | \$0 | \$6,600 | \$6,600 | \$6,600 |
| 5003 - OVERTIME | \$706 | \$0 | \$11 | \$9 | \$0 | \$0 | \$0 |
| 5012 - PART TIME EMPLOYEES | \$0 | \$0 | \$301 | \$300 | \$0 | \$0 | \$0 |
| 5021 - RETIREMENT & SOCIAL SECURITY | \$24,411 | \$29,405 | \$29,405 | \$25,024 | \$28,497 | \$28,500 | \$28,500 |
| 5022 - PERS RETIREMENT | \$72,049 | \$87,352 | \$87,473 | \$78,401 | \$47,813 | \$47,824 | \$47,824 |
| 5024 - RETIREMENT-UNFUNDED LIAB | \$0 | \$0 | \$0 | \$0 | \$54,749 | \$54,749 | \$54,749 |
| 5031 - MEDICAL INSURANCE | \$57,243 | \$69,115 | \$69,329 | \$57,727 | \$60,751 | \$60,683 | \$60,683 |
| 5032 - DISABILITY INSURANCE | \$2,678 | \$3,760 | \$3,760 | \$2,840 | \$3,576 | \$3,576 | \$3,576 |
| 5034 - EDUCATION REIMBURSEMENT | \$0 | \$350 | \$350 | \$0 | \$350 | \$350 | \$350 |
| 5042 - SICK LEAVE BUY OUT | \$944 | \$3,442 | \$3,571 | \$1,594 | \$1,429 | \$1,429 | \$1,429 |
| 5043 - OTHER BENEFITS | \$7,792 | \$8,253 | \$9,829 | \$10,068 | \$8,580 | \$8,580 | \$8,580 |
| SALARIES & BENEFITS | \$488,188 | \$574,357 | \$576,766 | \$504,512 | \$568,450 | \$568,450 | \$568,450 |
| 5122 - CELL PHONES | \$3,594 | \$4,380 | \$4,380 | \$2,539 | \$4,380 | \$4,380 | \$4,380 |
| 5171 - MAINTENANCE OF EQUIPMENT | \$2,607 | \$4,580 | \$3,764 | \$0 | \$4,580 | \$4,580 | \$4,580 |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$0 | \$2,500 | \$0 | \$0 | \$2,000 | \$2,000 | \$2,000 |
| 5177 - MAINTENANCE OF COMPUTER SYSTEM | \$13,698 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$12,523 | \$42,422 | \$35,422 | \$2,730 | \$32,596 | \$32,596 | \$32,596 |
| 5263 - ADVERTISING | \$2,679 | \$6,200 | \$6,200 | \$1,448 | \$4,400 | \$4,400 | \$4,400 |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$61,004 | \$1,184,622 | \$750,553 | \$141,870 | \$181,314 | \$122,339 | \$122,339 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|---------------------------------------|--------------------|----------------------|----------------------|--------------------|----------------------|----------------------|----------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| 5281 - RENTS & LEASES-EQUIPMENT | \$0 | \$960 | \$960 | \$0 | \$960 | \$960 | \$960 |
| 5291 - OFFICE, SPACE & SITE RENTAL | \$30,802 | \$32,872 | \$33,540 | \$33,298 | \$33,514 | \$33,514 | \$33,514 |
| 5311 - GENERAL OPERATING EXPENSE | \$28,480 | \$68,194 | \$72,606 | \$29,231 | \$82,404 | \$82,404 | \$82,404 |
| 5330 - TRAVEL EXPENSE-REQUIRED | \$0 | \$0 | \$0 | \$0 | \$9,428 | \$9,428 | \$9,428 |
| 5331 - TRAVEL EXPENSE | \$22,044 | \$17,644 | \$22,020 | \$6,908 | \$21,816 | \$23,816 | \$23,816 |
| 5351 - UTILITIES | \$16,843 | \$18,890 | \$18,952 | \$16,091 | \$20,808 | \$20,808 | \$20,808 |
| SERVICES & SUPPLIES | \$194,277 | \$1,383,264 | \$948,397 | \$234,118 | \$398,200 | \$341,225 | \$341,225 |
| 5121 - INTERNAL CHARGES | \$78,095 | \$80,720 | \$80,789 | \$69,924 | \$80,850 | \$80,850 | \$80,850 |
| 5123 - TECH REFRESH EXPENSE | \$0 | \$3,546 | \$3,546 | \$3,546 | \$7,889 | \$7,889 | \$7,889 |
| 5124 - EXTERNAL CHARGES | \$15,949 | \$15,100 | \$45,100 | \$36,650 | \$3,000 | \$3,000 | \$3,000 |
| 5129 - INTERNAL COPY CHARGES (NON-1S) | \$1,083 | \$1,232 | \$1,246 | \$768 | \$701 | \$701 | \$701 |
| 5152 - WORKERS COMPENSATION | \$5,062 | \$4,689 | \$4,689 | \$4,689 | \$5,817 | \$5,817 | \$5,817 |
| 5155 - PUBLIC LIABILITY INSURANCE | \$3,229 | \$3,661 | \$3,662 | \$3,662 | \$4,258 | \$4,258 | \$4,258 |
| 5315 - COUNTY COST PLAN | \$31,950 | \$20,480 | \$20,480 | \$13,934 | \$63,694 | \$63,694 | \$63,694 |
| 5333 - MOTOR POOL | \$4,420 | \$8,654 | \$10,640 | \$5,913 | \$10,033 | \$10,033 | \$10,033 |
| INTERNAL CHARGES | \$139,790 | \$138,082 | \$170,152 | \$139,088 | \$176,242 | \$176,242 | \$176,242 |
| 5501 - SUPPORT & CARE OF PERSONS | \$4,730 | \$130,386 | \$127,576 | \$1,684 | \$154,323 | \$154,323 | \$154,323 |
| 5508 - SUPPORT & CARE - 1099 | \$0 | \$1,500 | \$1,500 | \$0 | \$1,500 | \$1,500 | \$1,500 |
| OTHER CHARGES | \$4,730 | \$131,886 | \$129,076 | \$1,684 | \$155,823 | \$155,823 | \$155,823 |
| 5630 - LAND IMPROVEMENTS | \$0 | \$0 | \$196,698 | \$0 | \$0 | \$0 | \$0 |
| 5650 - EQUIPMENT | \$67,649 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5655 - VEHICLES | \$0 | \$16,500 | \$47,102 | \$46,697 | \$0 | \$0 | \$0 |
| 5700 - CONSTRUCTION IN PROGRESS | \$12,174 | \$62,881 | \$623,201 | \$321,330 | \$100,000 | \$353,673 | \$353,673 |
| FIXED ASSETS | \$79,823 | \$79,381 | \$867,001 | \$368,028 | \$100,000 | \$353,673 | \$353,673 |
| 5801 - OPERATING TRANSFERS OUT | \$85,254 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| OTHER FINANCING USES | \$85,254 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5902 - CONTINGENCIES - PY ENCUMBRANCE | \$0 | \$0 | \$290 | \$0 | \$0 | \$0 | \$0 |
| RESERVES | \$0 | \$0 | \$290 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENSES: | \$992,065 | \$2,306,970 | \$2,691,682 | \$1,247,432 | \$1,398,715 | \$1,595,413 | \$1,595,413 |
| NET NOCOPY | \$1,872,187 | (\$4,327,424) | (\$6,792,375) | (\$107,818) | (\$2,533,850) | (\$2,446,519) | (\$2,228,572) |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD | BOARD | WORKING | YTD | DEPT | CAO | BOARD |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | ACTUALS | APPROVED | BUDGET | ACTUALS | REQUESTED | RECOMM | APPROVED |
| | 06/30/2016 | 06/30/2017 | 06/30/2017 | 06/30/2017 | 06/30/2018 | 06/30/2018 | 06/30/2018 |
| NOSCHED2 | | | | | | | |
| REVENUES: | | | | | | | |
| 4001 - CURRENT SECURED TAXES | \$56,831 | \$48,500 | \$48,500 | \$61,727 | \$48,500 | \$48,500 | \$48,500 |
| 4004 - CURRENT UNSECURED TAXES | \$6,811 | \$7,600 | \$7,600 | \$6,796 | \$7,600 | \$7,600 | \$7,600 |
| 4008 - SB813 DISTRIBUTIONS | \$170 | \$450 | \$450 | \$322 | \$450 | \$450 | \$450 |
| 4021 - PRIOR YEAR SECURED TAXES | \$89 | \$150 | \$150 | \$604 | \$150 | \$150 | \$150 |
| 4023 - PRIOR YEAR UNSECURED TAXES | \$277 | \$450 | \$450 | \$754 | \$450 | \$450 | \$450 |
| TAXES - PROPERTY | \$64,179 | \$57,150 | \$57,150 | \$70,205 | \$57,150 | \$57,150 | \$57,150 |
| 4301 - INTEREST FROM TREASURY | \$5,173 | \$1,400 | \$1,400 | \$9,618 | \$1,200 | \$1,200 | \$1,200 |
| 4303 - INTEREST ON TAX FUNDS | \$0 | \$0 | \$0 | \$11 | \$0 | \$0 | \$0 |
| 4310 - EQUIPMENT RENTAL | \$0 | \$100 | \$100 | \$124 | \$100 | \$100 | \$100 |
| REV USE OF MONEY & PROPERTY | \$5,173 | \$1,500 | \$1,500 | \$9,754 | \$1,300 | \$1,300 | \$1,300 |
| 4472 - HOMEOWNERS PROPERTY TAX RELIEF | \$425 | \$150 | \$150 | \$423 | \$150 | \$150 | \$150 |
| AID FROM OTHER GOVT AGENCIES | \$425 | \$150 | \$150 | \$423 | \$150 | \$150 | \$150 |
| 4753 - SEWER SERVICE/CONNECTION FEES | \$52,137 | \$53,000 | \$53,000 | \$51,874 | \$53,000 | \$53,000 | \$53,000 |
| CHARGES FOR CURRENT SERVICES | \$52,137 | \$53,000 | \$53,000 | \$51,874 | \$53,000 | \$53,000 | \$53,000 |
| TOTAL REVENUES: | \$121,916 | \$111,800 | \$111,800 | \$132,256 | \$111,600 | \$111,600 | \$111,600 |
| EXPENSES: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | \$4,215 | \$4,352 | \$4,352 | \$4,341 | \$1,611 | \$1,611 | \$1,611 |
| 5021 - RETIREMENT & SOCIAL SECURITY | \$312 | \$349 | \$349 | \$323 | \$141 | \$141 | \$141 |
| 5022 - PERS RETIREMENT | \$1,069 | \$1,165 | \$1,165 | \$1,159 | \$267 | \$267 | \$267 |
| 5024 - RETIREMENT-UNFUNDED LIAB | \$0 | \$0 | \$0 | \$0 | \$551 | \$551 | \$551 |
| 5031 - MEDICAL INSURANCE | \$553 | \$567 | \$567 | \$557 | \$21 | \$21 | \$21 |
| 5032 - DISABILITY INSURANCE | \$34 | \$43 | \$43 | \$36 | \$15 | \$15 | \$15 |
| 5043 - OTHER BENEFITS | \$191 | \$216 | \$216 | \$216 | \$216 | \$216 | \$216 |
| 5099 - SALARY ADJUSTMENT | \$2,495 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SALARIES & BENEFITS | \$8,872 | \$6,692 | \$6,692 | \$6,635 | \$2,822 | \$2,822 | \$2,822 |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$0 | \$12,000 | \$12,000 | \$70 | \$7,000 | \$7,000 | \$7,000 |
| 5191 - MAINTENANCE OF STRUCTURES | \$0 | \$3,500 | \$3,500 | \$0 | \$1,500 | \$1,500 | \$1,500 |
| 5263 - ADVERTISING | \$0 | \$500 | \$500 | \$0 | \$500 | \$500 | \$500 |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$17,049 | \$50,363 | \$50,363 | \$43,052 | \$50,363 | \$50,363 | \$50,363 |
| 5311 - GENERAL OPERATING EXPENSE | \$369 | \$400 | \$400 | \$300 | \$400 | \$400 | \$400 |
| 5351 - UTILITIES | \$22,617 | \$26,500 | \$26,500 | \$18,259 | \$26,500 | \$26,500 | \$26,500 |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|-----------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| SERVICES & SUPPLIES | \$40,037 | \$93,263 | \$93,263 | \$61,682 | \$86,263 | \$86,263 | \$86,263 |
| 5124 - EXTERNAL CHARGES | \$0 | \$13,659 | \$13,659 | \$1,745 | \$3,936 | \$3,936 | \$3,936 |
| 5152 - WORKERS COMPENSATION | \$53 | \$62 | \$62 | \$62 | \$68 | \$68 | \$68 |
| 5155 - PUBLIC LIABILITY INSURANCE | \$35 | \$48 | \$48 | \$48 | \$51 | \$51 | \$51 |
| 5315 - COUNTY COST PLAN | \$2,137 | \$4,492 | \$4,492 | \$4,492 | \$12,257 | \$12,257 | \$12,257 |
| INTERNAL CHARGES | \$2,226 | \$18,261 | \$18,261 | \$6,345 | \$16,312 | \$16,312 | \$16,312 |
| 5799 - DEPRECIATION | \$12,753 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| DEPRECIATION | \$12,753 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENSES: | \$63,889 | \$118,216 | \$118,216 | \$74,665 | \$105,397 | \$105,397 | \$105,397 |
| NET NOSCHED2 | \$1,930,215 | (\$4,333,840) | (\$6,798,791) | (\$50,224) | (\$2,527,647) | (\$2,440,316) | (\$2,222,369) |

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2017 TODAY'S DATE: 09/08/2017
 FOR FISCAL YEARS: 07/01/2015 - 06/30/2018

| | YTD ACTUALS 06/30/2016 | BOARD APPROVED 06/30/2017 | WORKING BUDGET 06/30/2017 | YTD ACTUALS 06/30/2017 | DEPT REQUESTED 06/30/2018 | CAO RECOMM 06/30/2018 | BOARD APPROVED 06/30/2018 |
|-----------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| COUNTY TOTALS FOR REVENUES: | \$27,537,781 | \$34,918,070 | \$35,021,831 | \$27,581,716 | \$31,666,829 | \$33,206,890 | \$33,674,837 |
| EXPENSES: | (\$25,607,566) | (\$39,251,910) | (\$41,820,622) | (\$27,631,941) | (\$34,194,476) | (\$35,647,206) | (\$35,897,206) |
| REPORT NET | \$1,930,215 | (\$4,333,840) | (\$6,798,791) | (\$50,224) | (\$2,527,647) | (\$2,440,316) | (\$2,222,369) |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: A review of the proposed S.32 the California Desert Conservation and Recreation Protection Act (CDCRPA) of 2017¹; and, proposed HR 857 the California Off-Road Recreation and Conservation Act (CORRCA) 2017²; and, draft letters from your Board regarding both (Attached).

RECOMMENDATION:

Receive a presentation on the 2017 CDCRPA and CORRCA 2017; consider the Draft correspondence to Senator Diane Feinstein and Congressman Paul Cook; provide direction to staff; and, potentially authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Senator Feinstein introduced the California Desert Protection Act in 2010. This Bill was revised as the CDCRPA in 2014. The provisions of the Bill apply to land in the California Desert Conservation Area. Recently, Senator Feinstein reintroduced the CDCRPA (January 2017) with some minor changes to the 2014 version. It has been read twice and referred to the Committee on Energy and Natural Resources. The proposed bill includes numerous provisions regarding land use and renewable energy in California, and includes language to allocate some payments made to the BLM including royalties and permits to local jurisdictions with renewable energy utility facilities sited on within them. Along with other provisions, the Act works towards the following, (specific to Inyo County):

- Establishes the Alabama Hills National Scenic Area.
- Releases wilderness study areas (WSA). No WSAs in Inyo County are proposed to be released; although, one is identified to be added as a permanent Wilderness Area (Great Falls Basin – map attached).
- Provides for the development of a Memorandum of Understanding (MOU) between Inyo County and Death Valley National Park to permit ongoing access and use to the County's existing gravel pits along Saline Valley Road.
- Identifies Surprise Creek as a Wild and Scenic River with a geographic area that begins 100-feet upstream from Chris Wicht Camp, which prevents restrictions on the County's ability to maintain the Surprise Canyon Road to Chris Wicht Camp.
- Includes a provision that establishes a program to share payments collected by the BLM in the form of royalties, permit fees, etc. to counties within the boundaries where the income is derived at 25-percent – not included in the Cook Bill.
- Expands the national park system with wilderness areas, and designates wild and scenic rivers to include, (these proposed areas are the same as in the 2014 version - map attached):

¹ <https://www.congress.gov/bill/115th-congress/senate-bill/32>

² <https://www.congress.gov/bill/115th-congress/house-bill/857>

- Incorporation of the Great Falls WSA into the Great Falls Basin Wilderness Area. This area is approximately 7,870-acrea and is currently managed by the Bureau of Land Management (BLM).
- North Eureka Valley, approximately 11,496- acres currently managed by the National Park Service.
- Addition to Death Valley National Park of ‘Crater’ approximately 6,369-acres. The area is currently managed by BLM and is surrounded by the park.
- Panamint Valley, approximately 4,807-acres currently managed by the National Park Service
- Surprise Canyon, approximately 7.1-miles of Surprise Creek to be designated as Wild and Scenic River.
- Warm Spring Canyon/Galena Canyon, approximately 10,485-acres, currently managed by the National Park Service.
- IBEX, partially within Inyo County, currently managed by the National Park Service
- Axe Head and Bowling Alley are outside Inyo County.
- Designates sections of the Amargosa River as Wild and Scenic River.

On October 1, 2015 Congressman Paul Cook introduced the California Minerals, Off Road Recreation and Conservation Act (CMORCA). In February 2017, the Bill was reintroduced by Congressman Cook as the CORRCA, with some minor changes to the 2015 version; it has been read and sent to the Committee on Natural Resources. The proposed bill includes numerous provisions regarding land use in the California Desert Conservation Area. Along with other provisions, the Act works towards the following (includes comparison to Feinstein Bill):

- Establishes the Alabama Hills National Scenic Area – same as the Feinstein Bill.
- Releases wilderness study areas (WSA). No WSAs in Inyo County will be released, although, one is proposed to be added as a permanent Wilderness Area (Great Falls Basin – map attached) – same as the Feinstein Bill.
- Provides for the development of a Memorandum of Understanding between Inyo County and Death Valley National Park to permit ongoing access and use to the County’s existing gravel pits along Saline Valley Road – same as the Feinstein Bill.
- Identifies Surprise Creek as a Wild and Scenic River with a geographic area that begins 100-feet upstream from Chris Wicht Camp which prevents restrictions on the County’s ability to maintain the Surprise Canyon Road to Chris Wicht Camp – same as the Feinstein Bill.
- Expands the national park system with wilderness areas, and designates wild and scenic rivers to include, (these proposed areas are the same as in the 2014 version - map attached) –same as the Feinstein Bill:
 - Incorporation of the Great Falls WSA into the Great Falls Basin Wilderness Area. This area is approximately 7,870-acrea and is currently managed by the Bureau of Land Management (BLM).
 - North Eureka Valley, approximately 11,496- acres currently managed by the National Park Service.
 - Addition to Death Valley National Park of ‘Crater’ approximately 6,369-acres. The area is currently managed by BLM and is surrounded by the park.
 - Panamint Valley, approximately 4,807-acres currently managed by the National Park Service

- Surprise Canyon, approximately 7.1-miles of Surprise Creek to be designated as Wild and Scenic River.
- Warm Spring Canyon/Galena Canyon, approximately 10,485-acres, currently managed by the National Park Service.
- IBEX, partially within Inyo County, currently managed by the National Park Service
- Axe Head and Bowling Alley are outside Inyo County;
- Designates sections of the Amargosa River as Wild and Scenic River.

Your Board has commented on all iterations of the two Bills. These latest versions are very similar to each other and to previous versions, with the primary differences being that the Feinstein Bill - 2017 CDCRPA includes language for the allocation of some payments made to the BLM including royalties and permit fees to local jurisdictions with renewable energy utility facilities sited within them; and, within the Alabama Hills Scenic Area proposal, directs a conveyance of land to a specific private property owner. The Cook Bill - CORRCA does not.

Based on your Boards previous comments compared with the new versions, staff prepared draft letters for your Board's review. It:

- encourages expediting the Alabama Hills legislation, even if it means submitting for approval as a standalone Bill;
- recommends combining the efforts of the two Bills (S.32 and HR.857) into two identical Bills, in the hopes of moving it along quicker;
- extends gratitude for the language addressing the permanent access to the County to its gravel pits along Saline Valley Road and repeats a suggestion for a small text change;
- supports the idea and implementation of monies from renewable energy facilities being shared with local jurisdictions;
- reiterates previously expressed concerns about the designation of Surprise Canyon Creek as a Wild and Scenic River; and, requests that wilderness areas and wild and scenic river designations be taken out of the Bills and addressed after more thorough vetting and public outreach.

OTHER AGENCY INVOLVEMENT:

Senator Diane Feinstein, Congressman Paul Cook, Bureau of Land Management, Death Valley National Park, Alabama Hills Stewardship Group

FINANCING:

Resources from the Planning Department's general budget are utilized to monitor federal activities.

| <u>APPROVALS</u> | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> |
| 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> |
| 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> |

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



Date: 9/4/17

Exhibits:

- Draft letters
- Great Falls Basin WSA Map
- Proposed wilderness inclusions to Death Valley National Park Map and Surprise Creek area proposed for Wild and Scenic Designation
- Proposed area of Amargosa River for Wild and Scenic Designation



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



September 19, 2017

The Honorable Congressman Paul Cook
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

RE: California Off-Road Recreation and Conservation Act, 2017

Dear Congressman Cook:

On behalf of the Inyo County Board of Supervisors, I would like to express our appreciation for the opportunities to comment on the previous California Minerals, Off Road Recreation and Conservation Act and the current California Off-Road and Conservation Act (CORRCA) and your attention to our concerns as this legislation has evolved over time. Overall, the County supports your efforts on the Act and is grateful for the opportunity to provide further comment.

First and foremost, we are thrilled to see the proposed Alabama Hills National Scenic Area is still included in the CORRCA. We are anxious to see this local, grassroots, effort led by the Alabama Hills Stewardship Group, come to fruition as it has been a long nine-years in the making. To this end, we strongly request your support in expediting its passage, whether by pushing the CORRCA through as quickly as possible, or by supporting the proposed Alabama Hills National Scenic Area as a separate Bill.

We respectfully request that you work with Senator Diane Feinstein on the specifics of the CORRCA as her proposed California Desert Conservation and Recreation Protection Act (CDCRPA) is very similar to it. The two Bills share much of the same language, and both contain proposals for the Alabama Hills National Scenic Area. By combining forces and creating identical Bills, we believe that all of the important elements included in both Bills, especially the Alabama Hills National Scenic Area, could be realized far sooner by than by continuing to have two different Bills moving along status quo.

This Board is very much in support of and appreciates the language included for a Memorandum of Understanding between Inyo County and Death Valley National Park memorializing the County's continued access to existing gravel pits along the Saline Valley Road.

We are enthusiastic about provisions included in CDCRPA, for Disposition of Revenues that establishes a program to share payments, (at 25-percent) collected by the BLM in the form of royalties, permit fees, etc. from renewable energy facilities, with counties where the income is derived. We would like to see this added to the CORRCA along with the section that expressly states that this system of sharing revenues will not impact payments in lieu of taxes. As a rural County with an

extremely limited private property base, this type of program could be beneficial to us and other rural jurisdictions, in the event of renewable energy development.

A remaining concern for the County is the designation of Surprise Canyon Creek as a wild and scenic river. As previously stated, only approximately 2-miles of this creek are perennial and the rest of the creek area that has been identified for the Wild and Scenic designation is ephemeral. This is also an area with recreational value that will be limited by this designation. As with all of the proposed limiting designations (wilderness and wild and scenic rivers) we ask that you consider taking them out of CORRCA and addressing them after they have been more fully vetted, especially with regard to potential economic impacts, and by a thorough public process.

Sincerely,

Mark Tillemans

Chairperson, Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Marshall Rudolph, County Counsel
Beth Ransel, BLM
Steve Nelson, BLM
Carl Symons, BLM
Katrina Symons, BLM
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



September 19, 2017

The Honorable Senator Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

RE: California Desert Conservation and Recreation Act of 2017

Dear Senator Feinstein:

On behalf of the Inyo County Board of Supervisors, I would like to express our appreciation for the opportunities to comment on each of the versions of the California Desert Conservation and Recreation Act (CDCRA) and your attention to our concerns as it has evolved over time. Overall the County supports your efforts on the Act and is grateful for the opportunity to provide further comment.

First and foremost, we are thrilled to see the proposed Alabama Hills National Scenic Area is still included in the CDCRA. We encourage you to review this important legalization to ensure that the most current version is represented in the CDCRA. Inyo County is anxious to see this local, grassroots, effort led by the Alabama Hills Stewardship Group, come to fruition as it has been a long nine-years in the making. To this end, we strongly request your support in expediting its passage whether by pushing the CDCRA through as quickly as possible, or by supporting the proposed Alabama Hills National Scenic Area as a separate Bill.

We respectfully request that you work with Congressman Paul Cook as his proposed California Off-Road Recreation and Conservation Act (CORRCA) is very similar to the CDCRA. The two Bills share much of the same language, and both contain proposals for the Alabama Hills National Scenic Area. By combining forces and creating identical Bills, we believe that all of the important elements included in both Bills, especially the Alabama Hills National Scenic Area, could be realized far sooner than by continuing to have two different Bills moving along status quo.

This Board is very much in support of the language for a Memorandum of Understanding between Inyo County and Death Valley National Park memorializing the County's continued access to existing gravel pits along the Saline Valley Road. As previously submitted, we would like to see a minor change in this on page 27, lines 2-4 to state: develop a memorandum of understanding with Inyo County, California, permitting, operationally practical, ongoing access and use to existing gravel pits.

We are also excited to see that the proposal for Disposition of Revenues has remained in this version of the CDCRA and are particularly pleased with Section 202(b)(3) that expressly states this system of sharing revenues will not impact payments in lieu of taxes.

A remaining concern for the County is the designation of Surprise Canyon Creek as a Wild and Scenic River. Only approximately 2-miles of this creek are perennial and the rest of the creek area that has been identified for the Wild and Scenic designation is ephemeral. This is also an area with recreational value that would be limited by this designation. As with all of the proposed limiting designations (wilderness and wild and scenic rivers) we ask that you consider taking them out of CORRCA and addressing them after they have been more fully vetted, especially with regard to potential economic impacts, and by a thorough public process.

Sincerely,

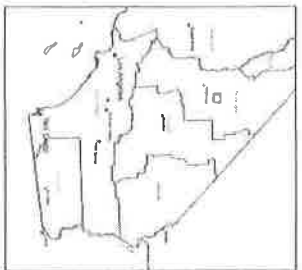
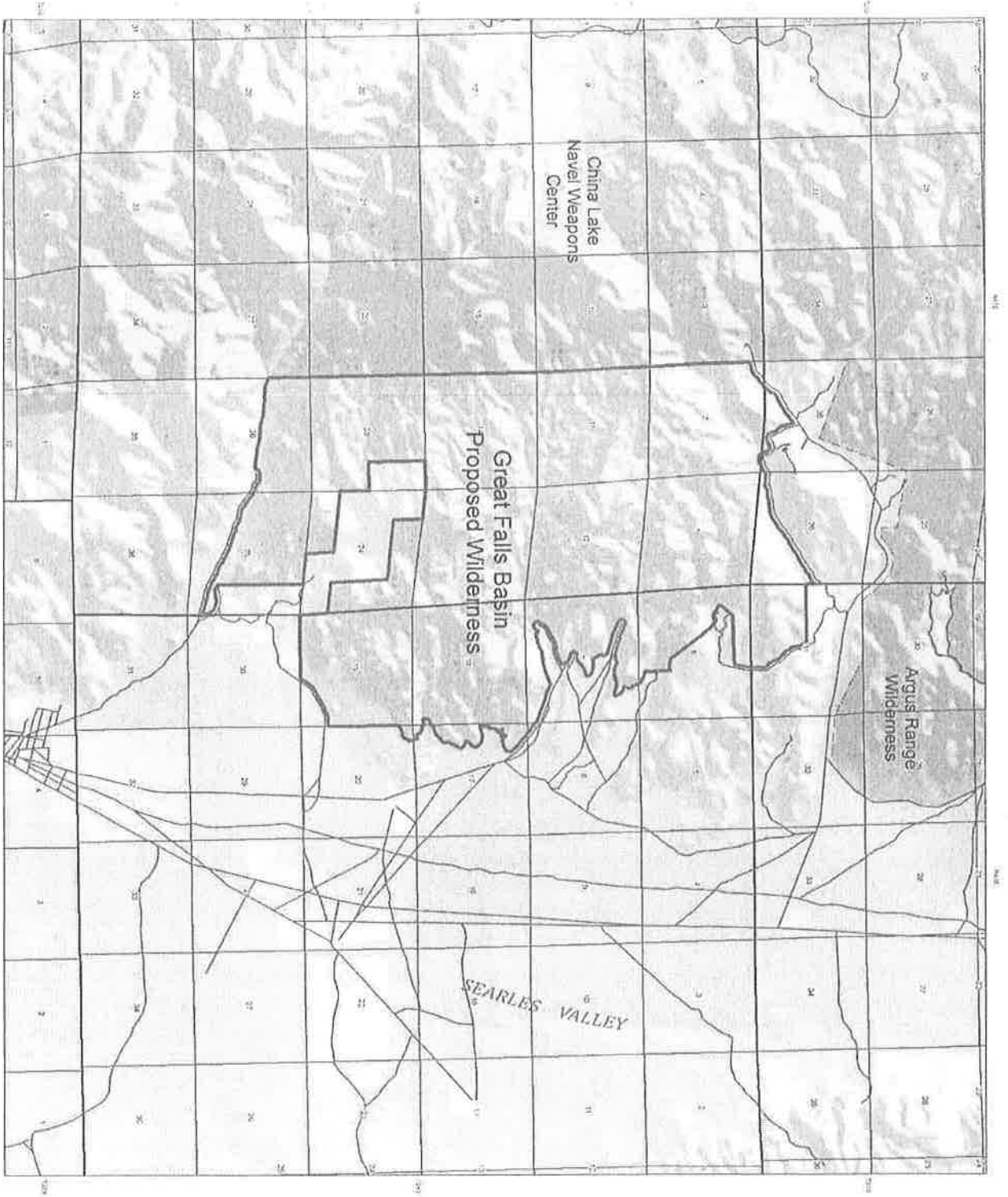
Mark Tillemans
Chairperson, Inyo County Board of Supervisors

Attachments

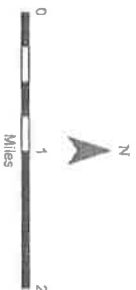
cc: Board of Supervisors
Kevin Carunchio, CAO
Marshall Rudolph, County Counsel
Beth Ransel, BLM
Steve Nelson, BLM
Carl Symons, BLM
Katrina Symons, BLM
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties

Great Falls Basin Proposed Wilderness
October 26, 2009

This map prepared at the request of Senator Dianne Feinstein



- Proposed Wilderness
- Existing Wilderness Boundary
- Federal Wilderness**
- BLM
- NFS
- USFS
- Land Status**
- Bureau of Land Management
- Forest Service
- National Park Service
- US Fish and Wildlife Service
- Military
- State Lands
- Privateowner



1:20,000 at a page size of 34 in. by 44 in.

This material is except for any other title of Land Management (BLM, USFS, or BLM) that may have been issued by the Government.

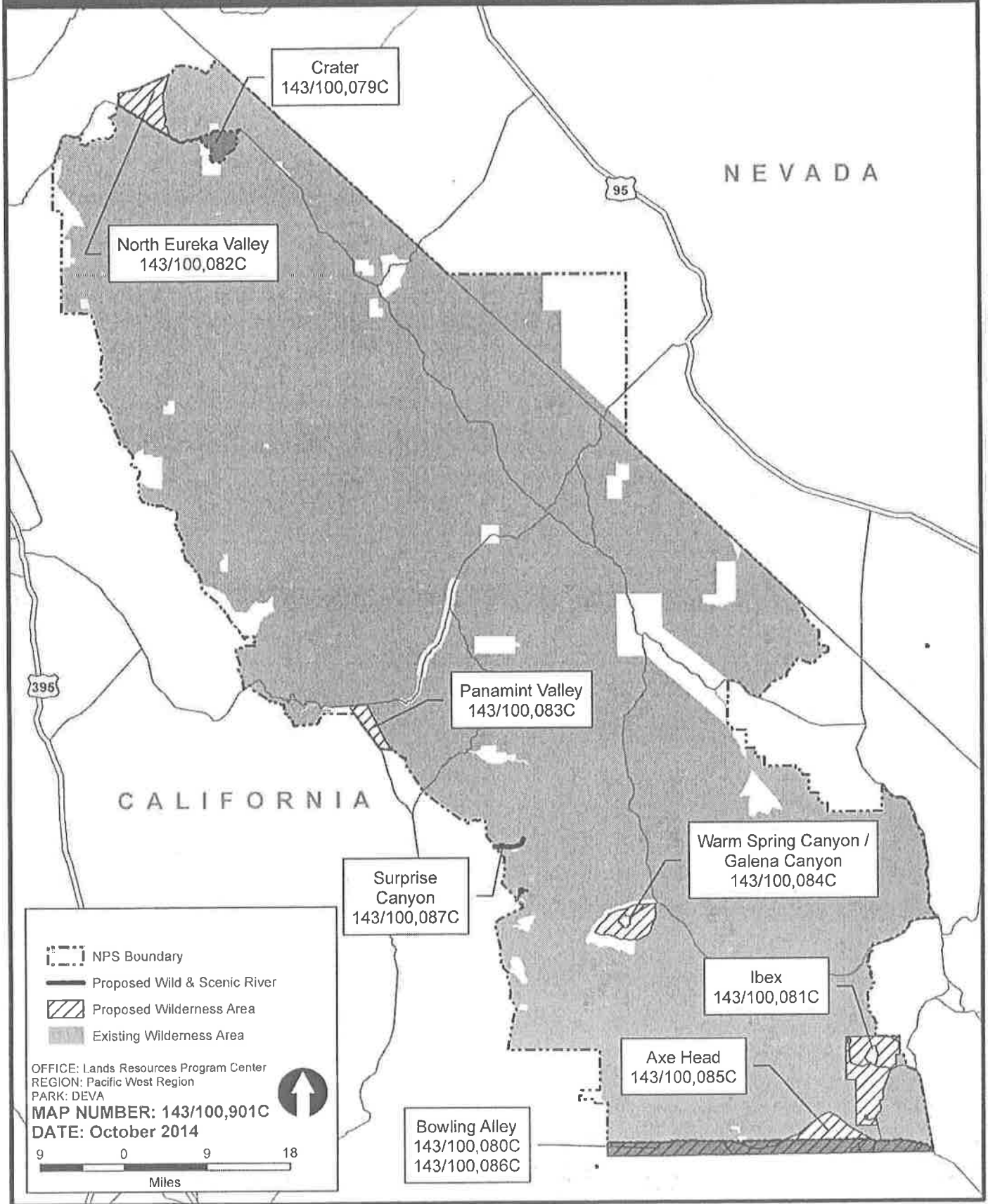


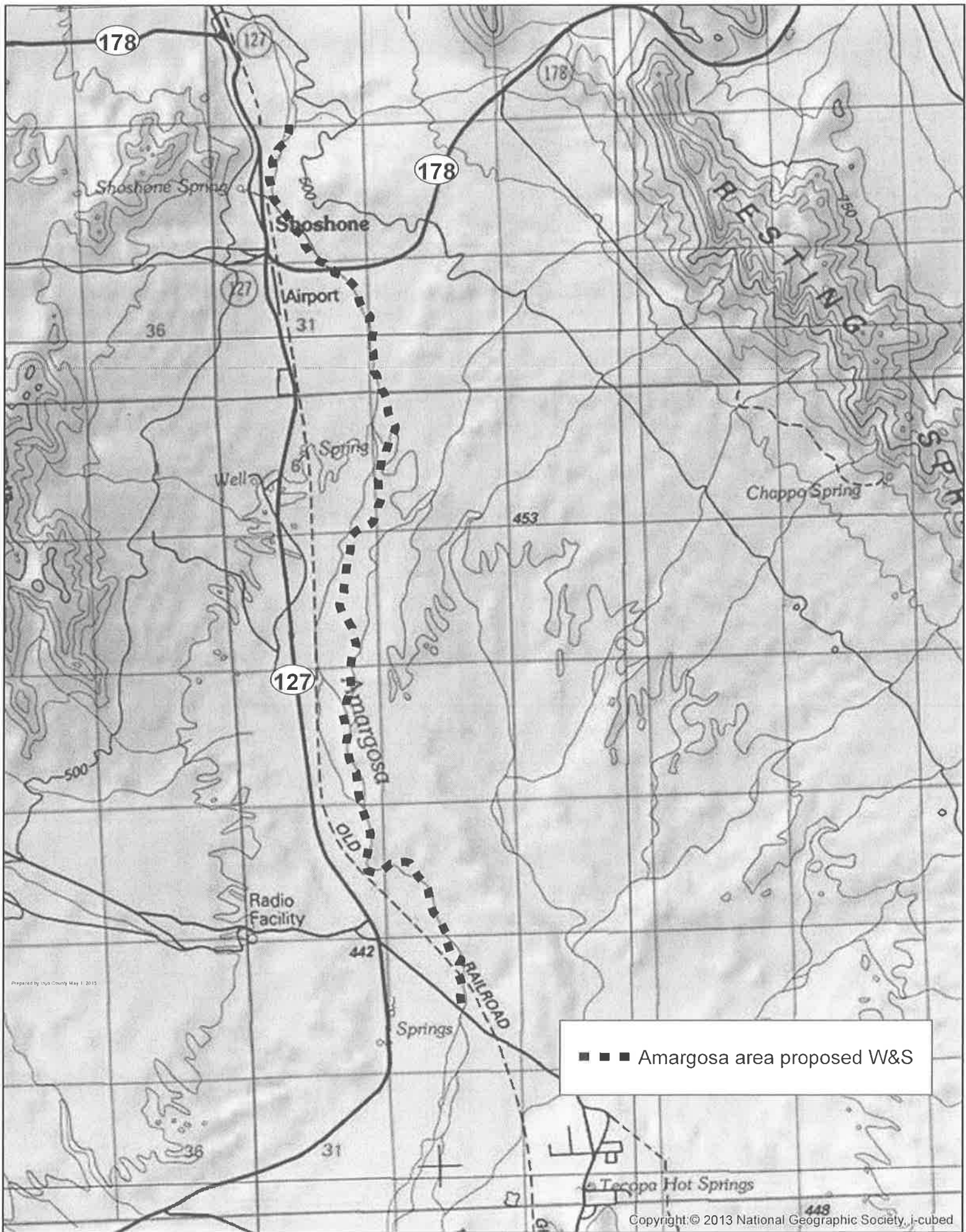
Death Valley National Park

National Park Service
U.S. Department of the Interior



Proposed Boundary, Wilderness and Wild & Scenic River Additions





Prepared by Inyo County May 1, 2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

20

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **September 19, 2017**

SUBJECT: Request to fill (1) one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- B. Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment; but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- C. Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC \$4,232 – \$5,677) and authorize up to the D step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 30, 2017, the Sheriff's Office had a deputy sheriff's position become vacant due to the separation. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the D step, or an internal and open recruitment for an entry level applicant. Hiring of this (1) one deputy sheriff's position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the filling of (1) one Deputy Sheriff position.

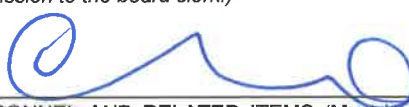
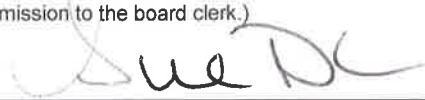
OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

This Deputy position is currently budgeted in the CAO recommended 2017-2018 Sheriff's Safety budget 022710

APPROVALS

| | |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/13/2017</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>9/12/17</u> |

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



Date: 9-13-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: SEPTEMBER 19, 2017

SUBJECT: Approval of a contract with Environmental Science Associates for services required to prepare an environmental impact report (EIR) for the Owens River Water Trail (ORWT), contingent on agreement by the Los Angeles Department of Water and Power (LADWP) to fund the contract, and authorization for the County Administrator to execute an agreement with LADWP to fund the contract.

DEPARTMENTAL RECOMMENDATION: Request Board:

A) approve the contract between the County of Inyo and Environmental Science Associates for services to satisfy environmental review requirements for the ORWT, in an amount not to exceed available funding of \$546,902 for the period of September 19, 2017 through November 1, 2018, and authorize the County Administrator to sign, subject to LADWP and the County entering into an agreement whereby LADWP agrees to provide funding to the County sufficient to cover the costs of the contract; and

B) authorize the County Administrator to execute and sign, upon concurrence of County Counsel and the Water Director, an agreement whereby LADWP agrees to provide funding to the County sufficient to cover the costs of the contract; and

C) amend the FY2017-18 Water Department Budget 024102 as follows: increase estimated revenue in Contribution from DWP (4563) by \$546,902 and increase appropriation in Professional and Special Services (5265) by \$546,902 (4/5's vote required), contingent on a signed funding agreement with LADWP.

SUMMARY DISCUSSION:

On July 19, 2016, the Water Department was awarded a \$500,032.00 grant from the CA Department of Natural Resources (DNR) to develop an ORWT. The project prepares the channel of the Lower Owens River east of Lone Pine, and constructs improvements at the top and bottom of the 6.3 mile trail to launch and retrieve watercraft.

As the majority of the project is to be constructed upon property owned by the City of Los Angeles, DNR has informed the County that no grant funds can be disbursed to the County before the County and LADWP have entered into a "site agreement" which grants the County access to Los Angeles-owned lands to construct and maintain the Project for a twenty (20) year period and which assures that the public will have access to the Project for the same twenty (20) year period. The County and LADWP have discussed such a site agreement, but in order to consider such a site agreement, LADWP requires that an EIR first be prepared. The production of an EIR was not anticipated and, thus, was not included in the DNR grant budget. At the February 22, 2017 Inyo/ Los Angeles Standing Committee, LADWP agreed to underwrite the costs of preparing the environmental review for the project. The County and LADWP have discussed an agreement to fund the costs of the environmental review, but uncertainties as to the actual cost of preparing the environmental review have delayed such an agreement.

Your Board agreed to accept the DNR grant on May 16, 2017 with these directions to staff and Board:

A) authorize the Water Director to sign the grant agreement between Inyo County and the State of California, Natural Resources Agency, River Parkways Grant, accepting \$500,032.00 to fund the development of the Owens River Water Trail (ORWT); B) acknowledge that the environmental review, including CEQA, and possibly NEPA, must be completed for the ORWT; C) acknowledge that LADWP has agreed to pay for the preparation of all required environmental review documentation, although the details of that commitment have yet to be formalized; D) direct staff to work with LADWP to formalize LADWP's environmental review funding commitment and to determine who will prepare the required environmental review document(s); E) direct the County Board of Supervisors to not undertake any expenditures for which it will need or expect to be reimbursed from grant funds, or otherwise seek any disbursement of grant funds before the completion of the environmental review process and the issuance of all permits required for the project and the Board of Supervisors authorizes proceeding with the Project, unless such disbursement is approved in advance by the Board; and F) acknowledge that the County and/or LADWP will determine whether or not to proceed with the Project once the environmental process has been completed and all required permits have been issued and the costs of the project have been better clarified.

With the Board's acceptance of the DNR grant, and LADWP's offer of assistance, the Water Department sent out a Request for Proposals (RFP) to 49 environmental consultancies on August 1, 2017. Three proposals were received by the August 31 deadline. Firms submitting included Ascent Environmental Inc., Environmental Science Associates, and M.I.G. Inc. A County Selection Committee reviewed the proposals, and ranked the proposal submitted by Environmental Science Associates as the best qualified and most responsive. Environmental Science Associates' proposal was most thorough in their understanding of the project, and their Scope of Work for the environmental analysis concentrated on analyzing floodplain impacts voiced by LADWP to be of concern. Although not the least expensive proposal, the scope of work presented in Environmental Science Associates' proposal will result in a document that will most likely satisfy LADWP Commissioners, your Board, permitting agencies, and the public.

Based upon the cost of the proposal selected by the County Selection Committee \$546,902, the County and LADWP have commenced discussions to finalize a funding agreement whereby LADWP will provide the cost of the contract with Environmental Science Associates plus a reasonable contingency amount to the County.

ALTERNATIVES:


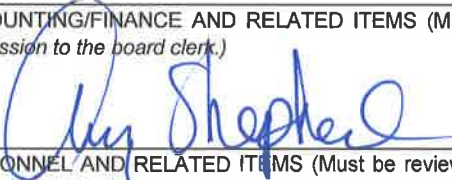

1) Not enter into a contract with Environmental Science Associates and recirculate the RFP. This alternative is not recommended because the ORWT Project Schedule, which is set to meet grant requirements, has construction work beginning in the Ecologically Permissible Window (EPW) between September to March, in 2018-19. CEQA documentation in the form of an EIR, and perhaps a NEPA document, requires approximately a year to complete. Any delay in selecting a consultant would prevent work in EPW 2018-19 and this setback could potentially prevent project completion within the grant funding period;

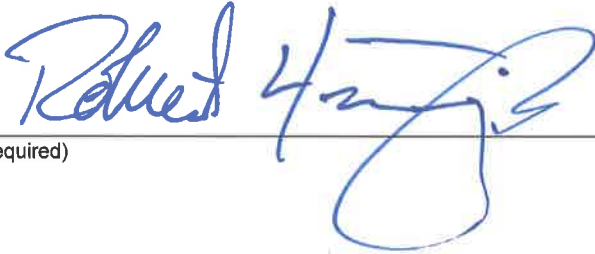
2) Select one of the other two proposals. As noted above, the Project Schedule requires CEQA work begin in September in order to meet construction deadlines associated with 2018-19 EPW. Depending on the process required, selecting another respondent's proposal may, or may not delay the start of work.

OTHER AGENCY INVOLVEMENT: Los Angeles Department of Water and Power.

FINANCING: Funding is contingent upon the execution of a funding agreement between the County and LADWP. Following your Board's conditional approval of the signing of the contract for CEQA services, the CEQA consultant will be given a Notice to Proceed only if and when an agreement between LADWP and the County to fund the contracted work is executed. The contract will be funded from the Water Department budget 024102 Professional Services 5265 contingent upon the budget amendment being approved.

APPROVALS

| | |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/11/17</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/11/17</u> |
| PERSONNEL DIRECTOR: N/A | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>9/12/17</u> |

DEPARTMENT HEAD SIGNATURE:  Date: 9/11/17
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**
AND _____
FOR THE PROVISION OF CONSULTING SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the PROFESSIONAL services of ENVIRONMENTAL SCIENCE ASSOCIATES (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from September 19, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Five hundred forty six thousand nine hundred two Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

1. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to 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 Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, 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, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE.

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

9. STATUS OF CONSULTANT.

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such

confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

Inyo County Water Department
P.O. Box 337
Independence, CA 93526

Name
Street
City and State

Consultant:

Environmental Science Associates (ESA)
626 Wilshire Blvd., Suite 1100
Los Angeles, CA 90017

Name
Street
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
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**


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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By:  _____

Signature
ERIC J. RUBY

Print or Type Name

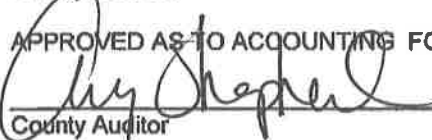
Dated: 9-8-17

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

dg/Contracts/MiscAgreements/Consulting Svs.Water

ATTACHMENT A

AND AGREEMENT BETWEEN COUNTY OF INYO
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
FOR THE PROVISION OF CONSULTING SERVICES

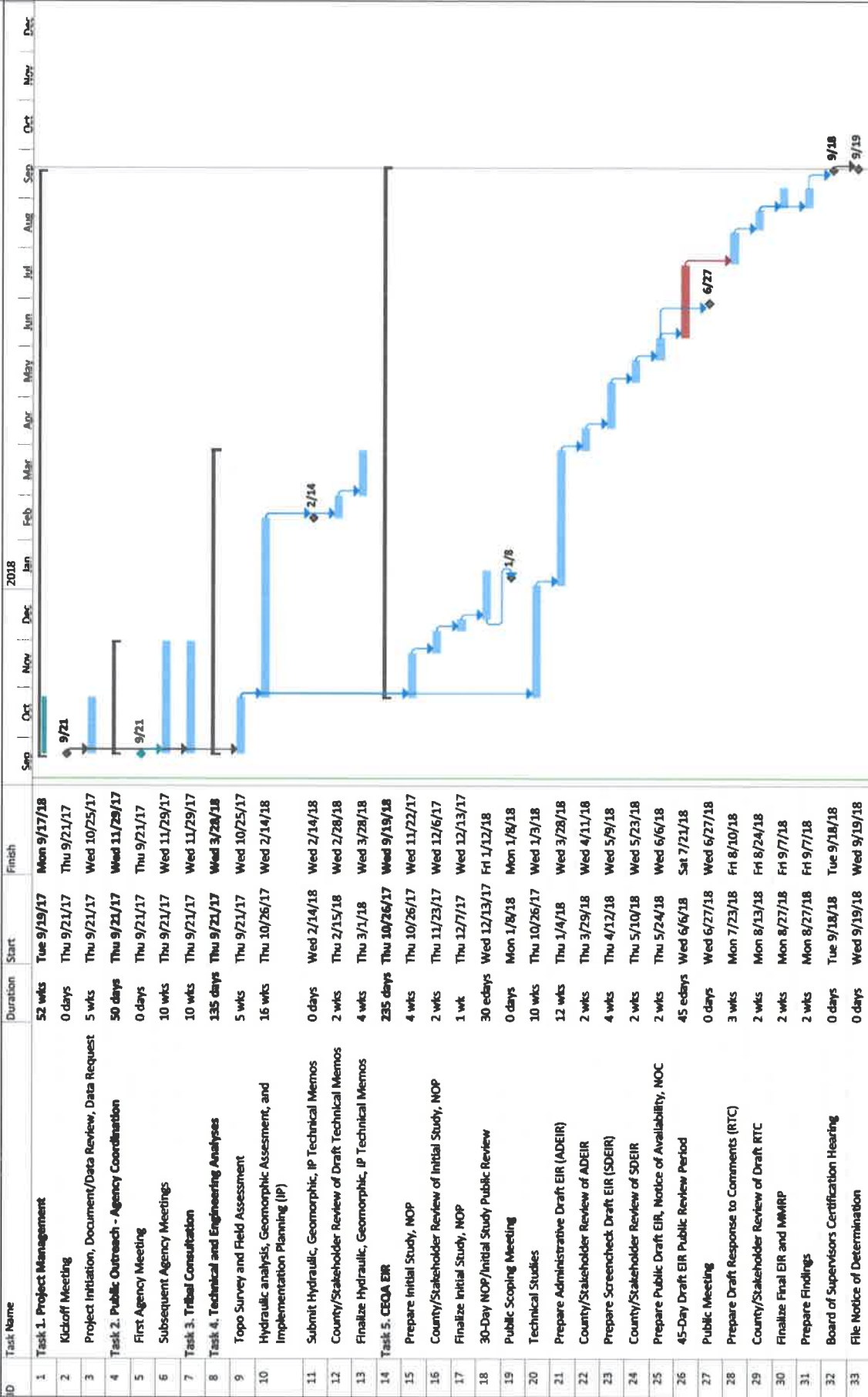
TERM:

FROM: 9-19-17 **TO:** 6-30-18

SCOPE OF WORK:

See attached.

Owens River Water Trail Environmental Impact Report and Public Outreach



Project: Owens River Water Trail
 Date: Wed 9/6/17

Task: [Blue bar] Milestone: [Diamond]

Split: [Dotted line]

Milestone Summary: [Grey bar]

Project Summary: [Light blue bar]

External Tasks: [Light blue bar]

External Milestone: [Diamond]

Inactive Milestone: [Light blue bar]

Inactive Summary: [Light blue bar]

Inactive Task: [Light blue bar]

Manual Summary Rollup: [Light blue bar]

Manual Summary: [Light blue bar]

Manual Progress: [Light blue bar]

Start-only: [Light blue bar]

Finish-only: [Light blue bar]

Duration-only: [Light blue bar]

Deadline: [Green arrow]

Progress: [Blue bar]

Manual Progress: [Light blue bar]



Approach and Work Plan

1 | Approach and Work Plan



Project Understanding

The Owens River Water Trail (ORWT) on the Lower Owens River will be a 6.3-mile river adventure for canoes, kayaks, and stand-up paddleboards, and other non-motorized watercraft in the Eastern Sierra, just east of Lone Pine, California. The ORWT will be a first-of-its-kind designated water trail in the western United States. The project will benefit recreational opportunities in the Owens Valley region by creating a highly-controlled, gentle stretch of river that is ideal for safe paddling. The impetus for the ORWT came from the Wounded Warriors Project of the

Eastern Sierra, which identified this stretch of river as being ideal for solo recreation for the disabled. The ORWT will also provide instream and riparian habitat benefits and improve water quality. The ORWT has broad support from a diverse group of stakeholders both locally and in Southern California.

The ORWT will require clearing the Lower Owens River channel of sediment and emergent vegetation (tules) to make navigable the existing 6.3-mile stretch of river from Lone Pine Narrow Gauge Road to State Highway 136 at the historic Keeler Bridge, and will require installation of recreational improvements at the top and bottom of the project to facilitate water entry and exit. The goal for the ORWT is to provide sustainable paddle-craft recreation for a period of at least 20 years.

The ORWT river corridor has a variety of obstructions that currently block or impede navigation. The Lower Owens River flow was diverted for a multi-year period and as such, vegetation has encroached into the channel. This emergent vegetation in some cases spans the channel, forms floating islands, lodges on submerged large wood debris, and or decays to form a thick organic sediment; broadly these blockages are referred to as "obstructions." The County proposes to remove this emergent vegetation by manual and machine methods such that subsequent management can be performed from a floating conveyance. Dredged materials ("spoils") will be placed either adjacent to the river, or trucked to a nearby landfill to be used as cap material. The County has developed an ORWT Construction Plan (2016) which is a visioning document intended to inform stakeholders as to the extent and nature of the proposed water trail.

Requested Services

The County of Inyo has requested the preparation of an environmental impact report (EIR) pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) if necessary, and public outreach services for the ORWT. In order to prepare the EIR and complete the CEQA/NEPA process, the County has requested a consultant team with expertise in floodplain and riparian construction evaluation including river excavation dredge calculations and design. Per the County's Request for Proposals (RFP), the desired outcome is a consultant team that can advise on the least impactful, most sustainable method of constructing and maintaining the ORWT and prepare a CEQA/NEPA document that assesses the environmental effects of the project.

Project Approach

ESA is a full-service environmental science and planning firm with offices throughout the western states. ESA's approach is to apply our in-house expertise in floodplain and riparian restoration and CEQA/NEPA services to provide the County with maximum efficiency in implementing the requested scope of services below. Working with one firm will serve the aggressive schedule for the ORWT, allowing the County to meet its grant deadlines and ensure funding is not jeopardized. ESA's Environmental Hydrology Group and CEQA/NEPA Water Practice Group will work side by side to provide the County with an appropriate level of effort to refine the project description and alternatives to the degree necessary to complete the CEQA/NEPA process.

In addition, our approach leverages existing information to the extent feasible. Much information exists about the Lower Owens River due to the Lower Owens River Project, such as the EIR/EIS, Annual Reports, and Hydraulic Model Report. Existing information about the ORWT also is available from grant applications and documents such as the Draft Construction Plan and Recreational Use Plan. Our approach seeks to minimize the duplication of data collection and incorporate existing data into descriptions of baseline conditions along the ORWT; our approach also will review existing mitigation commitments and monitoring efforts associated with the LORP to find synergies for any mitigation that may be required for the ORWT.

Finally, early consultation with responsible regulatory agencies is a key component to our approach. The County is already scheduling a preliminary meeting with the California Department of Fish and Wildlife (CDFW), U.S. Army Corp of Engineers (ACOE), Lahontan Regional Water Quality Control Board (RWQCB), and others, to discuss key concerns and permitting requirements. While the County's RFP does not request permitting services, the CEQA process provides an opportunity to meet with agencies to ensure the analysis and mitigation in the EIR will be adequate to meet permit requirements at the next stage. ESA can support the permitting phase of the ORWT; and as requested by the County, a supplemental Statement of Qualifications (SOQ) has been included with this proposal as **Appendix B**.

Environmental Hydrology

In order to prepare CEQA/NEPA documentation for the ORWT, upfront preliminary technical and engineering analyses are required to define the project description and construction alternatives and to evaluate operation of the ORWT over the 20-year planning horizon, including a topographic survey, fluvial geomorphic assessment, hydraulic modeling, and the compilation of project implementation guidance documents. ESA's Environmental Hydrology Team will provide such services as our first set of prioritized tasks and deliverables. This project development stage is a critical path to the CEQA/NEPA schedule, and is necessary to quantify the number and extent of occlusions and other required in-channel modifications to meet the project goals. The implementation guidance documents will carry forward and serve as the basis for the project description for the EIR. The technical analyses will also support impact analyses in the EIR, including long-term operational impacts to hydrology and water quality. The County's RFP does request engineering design services; however as requested a supplemental SOQ has been included as **Appendix C**.

CEQA/NEPA

ESA's CEQA/NEPA Team will work with our Environmental Hydrology Team to provide feedback during the preliminary technical and engineering analyses, to identify environmental constraints and impacts that may be avoided through project modifications. ESA's CEQA/NEPA Team will prepare an EIR as described in the Work Plan below, including all tasks required for successful completion of the CEQA process and statutory-required public outreach efforts. ESA understands that the County would like the CEQA consultant to evaluate whether NEPA documentation will be required by the ACOE. ESA anticipates a decision on NEPA evaluation will be made after initial consultation with the ACOE and determination of the likely permitting approach with respect to Section 404 of the U.S. Clean Water Act. As such, this Work Plan includes an optional NEPA task for preparation of a CEQA-Plus EIR or Environmental Assessment (EA), pending the outcome of ACOE consultation.



All tasks outlined in the work program within the County's RFP will be performed by ESA as the CEQA and public outreach consultant. No subconsultants are proposed for this contract. The County's RFP is incorporated by reference in this proposal.

Project Work Plan and Scope of Work

Our Work Plan includes all services requested in Section II.C. of the County's RFP. Some of the tasks have been consolidated; the corresponding RFP tasks are indicated under each task in our Work Plan for clarity.

Task 1: General Project Administration

Task 1.1: Project Management

ESA's Project Manager (see Section 3) will manage the scope, schedule and budget performance and ensure consistency and accuracy in work products. ESA will participate in regular team conference calls with County staff to maintain focus on active tasks, critical path items, and deliverables. Such meetings maintain transparency among all project team members and are essential to effective schedule management and progress. ESA's Project Manager will track and update the budget and schedule on a monthly basis. Written progress reports will be submitted with monthly billings that identify target dates for completion of current work tasks, deliverables, and meetings.

This task also includes time for cross-discipline coordination of ESA technical staff to discuss project impacts and provide feedback regarding environmental constraints and modifications to the project description that may help the County to avoid impacts, such as to biological resources, cultural resources, and air quality.

Task 1.2: Project Initiation and Review Existing Documentation

ESA's Project Manager and Project Engineer will attend a project kick-off meeting after the Notice to Proceed is issued. The participants will discuss scope, process, and communications protocols as well as the ORWT purpose and need, goals, objectives, and necessary technical studies and surveys (data collection and fieldwork activities) required to complete the CEQA process. ESA will also present public outreach strategy for the project, which is guided by the CEQA Guidelines requirements on notices and public meetings.

Following the kick-off meeting, ESA will conduct a comprehensive inventory and review of reports, studies, and data associated with the project. The documents to be reviewed will be provided by the County and will include but not be limited to the following: LORP monitoring data (2009-2016), channel morphology and hydrologic model (2011), vegetation maps (2016), aerial imagery (2017), ORWT Draft Construction Plan, and Recreational Use Plan. ESA will submit a data request to the County for additional background information necessary to prepare an adequate project description with alternatives and complete the CEQA analysis. The County will provide information and data needed to begin technical studies and the CEQA process.

Task 2: Public Outreach – Agency Coordination

As mentioned above, early agency consultation is vital to the success of ORWT implementation given its aggressive schedule. ESA's Project Manager, Project engineer, and lead biologists and archaeologists will participate in up to two in-person meetings with agency and County staff and up to four teleconferences. Public meetings associated with the CEQA process are not part of this task but rather included in Task 5 below.

Task 3: Tribal Consultation

Task 3 includes Tasks 3 and 11 as requested in Section II.C. of the County's RFP. ESA understands that the County adheres to a Tribal Policy for intergovernmental consultation with local Native American Tribes, which is governed by Senate Bill (SB) 18 and Assembly Bill (AB) 52. The County also adheres to Inyo County Code Chapter 9.52 which addresses disturbances or archaeological, paleontological, and/or historic features. In adopting a Tribal Policy, the

County aims to establish a consistent approach to intergovernmental consultation under existing State and local laws in order to gather information to help identify and assess potentially significant impacts to tribal cultural resources. ESA will assist the County in adhering to all provisions of the Tribal Policy. ESA will assist the County with its Native American consultation conducted pursuant to AB 52. ESA will prepare language for notification letters to be sent to interested Native American groups by the County, and will be available to participate in meetings, should this be acceptable to all parties involved. We assume ESA cultural resources staff will attend no more than one in-person meeting in support of AB52 consultation. All communication and consultation conducted under this task will be summarized by ESA in the Draft EIR (Task 5.4 below), noting whether any Tribal Cultural Resources will be impacted by the ORWT and whether the County and Tribes agreed to mitigation measures.

Task 4: Technical and Engineering Analyses

Task 4 includes Tasks 4, 5, and 6 as requested in Section II.C. of the County's RFP.

Task 4.1 Review of Background Materials, Client Coordination, and Project Management

ESA understands that the County has compiled multiple studies and documents supporting the development of the ORWT. We will collect and review these documents as background research for our development of implementation planning. At a minimum, we assume that the following items will be available:

- > Memorandum of Understanding (MOU) describing the Lower Owens River Project (LORP).
- > LORP Monitoring Adaptive Management and Reporting Plan.
- > Draft Recreational Use Plan.
- > Northwest Hydraulic Consultants Inc. (NHC) 2012 hydraulic model study summary memo: ESA assumes that the hydraulic model is available and would require minimal updating to reflect current conditions. ESA also assumes that the model is in US Army Corp of Engineers Hydrologic Engineering Center River Analysis System (HEC-RAS) format.
- > Survey data from a survey performed by Los Angeles Department of Water and Power (LADWP): ESA assumes that the survey data is available, and is in an industry standard format (e.g., point file, shapefiles, or AutoCAD files). ESA also assumes that project benchmarks used by LADWP still exist, can be recovered with minimal effort, and coordinates are available.
- > All geographic information produced by the County in the development of the OWRT concept.
- > Studies or reports commissioned by the County regarding water quality in the Lower Owens River.

Under this task, ESA will coordinate with the County to collect the materials listed above. ESA will review these materials to inform our understanding of existing conditions, both physical and political which influence and govern conditions related to the proposed OWRT. ESA will communicate as needed with the County to confirm our understanding of project elements and objectives. ESA will also participate in project coordination with the County. This includes communications with County staff and regulatory agencies. We have budgeted for two in-person meetings, including the kick-off meeting, and up to 4 phone meetings (see Tasks 1 and 2 above).

Task 4.2 Topographic Survey and Field Assessment

Under this task ESA will survey and assess existing blockages on the river channel, as well as review proposed locations for spoils placement, haul routes, and consider the County landfill as a site to receive spoils. ESA understands that LADWP has surveyed approximately 120 cross sections within the ORWT reach. Using survey data provided by the County, ESA will re-occupy up to ten (10) cross sections, or approximately 10 percent of the cross sections previously surveyed by LADWP, to assess whether significant change has occurred within the project reach since initial survey (i.e., 2009). At this stage, we assume that no significant change in the channel geometry has occurred and additional resurvey will not be needed. However, we will notify and work with the County if significant change has occurred and a new survey of the remaining cross sections and more complete update of the hydraulic model are needed.



During the same field visit, ESA will identify and measure river blockages to estimate channel dredging volumes to inform CEQA analysis and implementation planning. ESA additionally will review access routes, spoils areas, and staging areas. ESA will utilize state of the art survey equipment (RTK GPS, both rovers and a base station) to produce survey grade measurements. In locations where satellite coverage precludes survey grade data, ESA will collect mapping grade data. At a minimum, at each occlusion, we will record: length, width, and depth of proposed excavation; predominant material type; and associated debris (e.g., large woody debris).

We understand from the County that there are approximately 41 occlusions. We estimate that up to 5 occlusions can be assessed per day, requiring up to ten (10) field days for two individuals. Note that ESA performs land surveys and collects hydrographic data to augment traditional surveying services for the purposes of geomorphic interpretation, monitoring of project performance, and other specific uses consistent with Geologic and Landscape Surveys as defined in the Professional Land Surveyors' Act (California Business and Professions Code). However, ESA does not provide traditional land survey services such as property boundaries and maps for general use by others.

ESA will coordinate access to the project site with LADWP and the County, and we assume LADWP and/or the County will provide some input with respect to the most efficient means of accessing and navigating all parts of the project corridor.

Deliverables: 1) Brief technical memorandum summarizing field observations including: estimation of excavation volumes, typical grading cross sections, and assessment of haul routes and staging. 2) Electronic copies of survey data as point files (.CSV), and CAD files (Civil 3d format).

Task 4.3 Hydraulic Analysis

Under this task ESA will obtain, review, and utilize the model produced by NHC. We will re-run the model with recent hydrology as provided by the County. The model will be used to estimate velocities and shear stresses within the project reach under existing and proposed project conditions. For project conditions we will update the existing conditions geometry to best reflect the proposed channel excavation and obstruction removal (ie., the design grade). The project condition channel geometry will be defined based upon the most recent conceptual project definition and the estimated excavation volumes (from Task 4.2). Additionally water surface elevations from the model will be used to inform the geomorphic analysis. If sediment information is available ESA may, per direction from the County, perform limited sediment analysis as informed by the 1-dimensional model. Additional modeling is not anticipated to be required, but may be added under a separate scope of work and budget.

Deliverable: 1) Brief technical memorandum summarizing modelling results and application to geomorphic analysis.

Task 4. 4 Geomorphic Assessment

A fluvial geomorphic assessment will be conducted to assess river conditions and trends. The goals of the geomorphic assessment will be as follows:

1. To estimate river channel morphology responses to the proposed excavation,
2. To evaluate, per available information, sediment transport potential under the current river management regime, and
3. To review proposed project actions (i.e., excavation of occlusions) and evaluate project sustainability over the twenty (20) year period following construction.
4. To evaluate potential for erosion or sedimentation at the proposed put-in and take out facilities.

River systems are complex environments which are prone to unpredictable change over annual and decadal time periods. ESA will utilize field observations, aerial photography, and other information as provided by the County to review historic and existing river conditions and estimate future river conditions (e.g., erosion and deposition, vertical change, and lateral movement). However, it should be noted that we will not be able to definitively predict

future river behavior over two decades, but rather will use available data and applied geomorphology principles to provide our understanding of expected patterns and trends.

Deliverable: 1) Geomorphic Assessment technical memorandum.

Task 4.5 Implementation Planning

ESA will synthesize the analysis and data from Tasks 4.1 to 4.4 to perform implementation planning to fully inform CEQA analysis and serve as the basis for the EIR Project Description (see Task 5.1). Implementation planning will include assisting the County staff with:

1. Identifying and evaluating alternative construction approaches.
2. Reviewing spoils disposal methods and/or locations and identified by the County.
3. Reviewing watercraft in-put and take-out designs

Based on excavation volumes and locations within the project reach, ESA will identify up to three (3) typical excavation approaches (e.g. land based, floating, and hybrid excavation). ESA will coordinate with the County to review approaches based on factors such as access, cost minimizing environmental impact. We will then estimate total excavation quantities (area, volume, etc.) by preferred construction approach. We will also work with the County to identify and qualitatively evaluate potential options for spoils disposal. Finally, we will refine and further describe watercraft in-put and take-out designs for compatibility with the overall project approach and to be incorporated into the Project Description. (If needed, an ESA landscape architect that specializes in river access can further refine the watercraft access designs as an additional task.)

Once the County has selected the preferred approach(es), ESA will develop preliminary design figures which will guide CEQA analysis and can serve as the foundation for future construction documents (under a separate, future contract) including:

Plan view location of excavations, access routes, spoils placement routes, and staging areas,

- > Typical grading cross sections.
- > Tabular summaries of excavation volumes, and
- > Typical lengths and areas by excavation type.

ESA will also develop ongoing maintenance requirements and methods for the anticipated life of the project (i.e., 20 years). ESA will develop the maintenance protocols in coordination with the County such that recommended maintenance methods conform to County equipment and staff capabilities.

ESA understands that the County would like to commence construction of the project in December of 2018. If needed, ESA is available to readily progress implementation planning materials to design documents for permitting and construction (as an additional task).

Deliverables: 1) Memorandum describing findings of alternatives analysis of excavation methods and spoils disposal locations, and long term maintenance requirements of the project. 2) Planning Implementation figures.

Task 5: CEQA Environmental Impact Report

Task 5 includes Tasks 7 through 11 as requested in Section II.C. of the County's RFP.

Task 5.1: Project Description

ESA will prepare an EIR project description that describes each of the project components including the new recreational facility improvements for users to put-in/take-out watercraft; the designated river alignment for the water trail; alternative construction methods to be used for the recreational improvements and the in-channel

dredging; the overall project construction footprint including obstructions to be removed and channel areas to widen; staging and spoils areas; the construction schedule; and haul routes. We anticipate that details regarding construction and operation of the ORWT developed under Task 4 will be critical to development of the project description. The project description will identify project objectives and any necessary approvals or permits.

Task 5.2: Technical Studies

ESA has identified three key environmental resources that would be affected by the ORWT and that require technical studies in order to prepare a strong CEQA compliance document: air quality, biological resources, and cultural resources. During the project initiation and agency consultation meetings (Task 1 and 2), ESA will confirm the need for these suggested studies and refine the scopes of work as necessary in coordination with the full team including the County staff. All technical studies will be included as appendices to the Draft EIR.

Air Quality Technical Report

ESA will quantify the project's criteria air pollutant emissions from the dredging and excavation of sediment, vegetation, and woody debris and construction of the recreational facility improvements. The exhaust emissions from construction equipment necessary to perform the dredging and excavation, including from haul trucks that would be needed to transport sediment to stockpiles and drying basins, will be estimated using the California Emissions Estimator Model (CalEEMod), which is a state-approved air quality model developed by the California Air Pollution Control Officers Association (CAPCOA). Operational emissions will be estimated for maintenance activities, which may include sediment, vegetation, and woody debris removal to maintain an open channel. Air quality impacts will be assessed in accordance with Great Basin Unified Air Pollution Control District (GBUAPCD) requirements, including fugitive dust control measures. If potentially significant impacts are identified for construction or operations, ESA will develop mitigation measures where feasible to address and reduce the significant air quality impacts. ESA will submit a draft Technical Memorandum to the County to review draft findings. ESA will incorporate one set of consolidated comments into a final Technical Memorandum, which will support the analysis in the Draft EIR.

Biological Resources Assessment

ESA will assess project-related impacts to biological resources along and adjacent to the ORWT study area. Our approach will leverage available information in existing documentation, supplemented by regional databases and field surveys for verification. ESA has reviewed a sampling of these documents, such as the LORP Final EIR/EIS, the 2016 LORP Annual Report, and ORWT Draft Construction Plan. ESA believes sufficient information exists to prepare an accurate description of baseline biological conditions. The LORP and ORWT documents provide substantial information about the biological resources of the Lower Owens River native fish, wildlife, wetlands and riparian habitat, water quality, and special status species of animals and plants. The LORP Final EIR/EIS also provides a Mitigation Monitoring and Reporting Plan from which mitigation measures for this project may be synergized.

Research and Survey: In addition to existing documentation, ESA will research and review regional databases such as the current editions of the California Natural Diversity Data Base and California Native Plant Society Inventory of Rare and Endangered Plants. As mentioned above, an ESA biologist will participate in early meetings (Task 2) with CDFW, USFWS, ACOE, and RWQCB to ensure agency concerns are addressed in the biological resources assessment. Input from the CEQA public scoping process also will be incorporated (see Task 5.3 below). ESA biologists will conduct vehicular and/or pedestrian reconnaissance-level surveys of the Lower Owens River area to be potentially affected by the project. The purpose of these surveys will be to verify and update (if needed) existing conditions. Particularly, the existing vegetation and habitat maps of the study area will be reviewed in the field. We assume the reconnaissance-level surveys will take two biologists two days to complete. ESA does not propose to conduct any focused species surveys.

Technical Reporting: ESA will prepare a Biological Technical Report that includes the description of baseline conditions and provides the assessment of potential impacts to biological resources, including both site-specific and programmatic contexts. Where biological resources are static in relationship to the project (such the disturbance of wetlands or a special-status plant population), site-specific impact assessments will be made.

However, in the case where a biological resource is dynamic in its relationship with the project (such as project-related activities during the bird breeding season) a programmatic approach will be used whereby potential impacts are disclosed and mitigation guidelines for future implementation are provided. A draft report will be provided to the County in electronic (PDF) format. A final report, incorporating one round of comments, will be prepared with one hard copy and an electronic copy (PDF) provided to the County.

ESA's objective will be to provide adequate CEQA analysis for the implementation of the project with mitigation for potentially significant impacts thoroughly and clearly described and discussed. The Biological Technical Report will provide the basis for the analysis to be included in the EIR. It should be noted, however, that whereas areas of potential constraint (e.g., regulatory jurisdiction and suitable habitat for sensitive species) will be identified, ESA's proposed scope does not include a jurisdictional delineation or focused surveys. It has already been determined that the Lower Owens River is waters of the U.S. and under the jurisdiction of the ACOE.

Cultural Resources Survey and Technical Report

ESA cultural resources staff will conduct a Cultural Resource Assessment for the Project in support of CEQA, NEPA, and Section 106 of the National Historic Preservation Act (NHPA). The purpose of the assessment will be to identify any archaeological and/or paleontological resources within the ORWT site or immediate vicinity that could be impacted by the Project. Specific tasks will include the delineation of an Area of Potential Effects (APE), archaeological and paleontological resources records search and archival research, a Sacred Lands File (SLF) search through the Native American Heritage Commission (NAHC), archaeological resources field survey, and reporting.

Area of Potential Effects Delineation: ESA cultural resources staff, in consultation with the County and ACOE, will delineate an APE pursuant to Section 106 (36 CFR 800.4(a)). The APE will encompass portions of the ORWT site where Project-related ground disturbance will occur including mechanical and hand excavations, the storing and spreading of all spoils, and points of access for vehicles and heavy equipment. We assume the APE will be comprised of a 6.3-mile segment of the Owens River channel bounded by Lone Pine Narrow Gauge Road in the north and Highway 136 in the south, as well as a 400-foot buffer on either side of the channel (approx. 611 acres). A map depicting the APE will be submitted to the County and ACOE for review and approval.

Records Searches and Archival Research: ESA cultural resources staff will conduct a records search at the Eastern Information Center (EIC) at the University of California, Riverside. The purpose of the records search will be to identify previous cultural resources investigations and previously recorded cultural resources within a ½-mile radius of the APE. A review of topographic maps and aerial photos will be conducted to identify historic uses of the APE and to assess the potential for buried archaeological resources. A desktop geoarchaeological review of the APE will also be conducted by ESA's geoarchaeologist to determine the likelihood for encountering subsurface archaeological deposits and at what depths they may be encountered. A SLF search will be requested from the NAHC to solicit information on sensitive or undocumented Native American resources in the vicinity of the APE. This SLF search is separate from the County's AB52 consultation requirements.

Pedestrian Survey: A pedestrian survey of the APE will be conducted to identify and document archaeological resources. The survey will follow professional standards, using transects spaced no greater than 15 meters apart. We assume the survey will be completed by a crew of 4 archaeologists over a period of 7 days including travel time, and that a Native American monitor will not be required during the pedestrian survey. Cultural resources encountered in the APE will be recorded on California State Department of Park and Recreation (DPR) 523 site record forms and plotted with sub-meter handheld GPS instruments. Previously recorded resources, as identified through the EIC records search, will be relocated and documented on DPR 523 update forms. We assume no more than three archaeological resources will require documentation. If additional resources require documentation, the work may be conducted under a separate scope and cost. We assume no built resources will be located in or adjacent the APE and therefore no built environment survey or assessment will be required.

Technical Reporting: ESA will prepare a Phase I Archaeological Resources Report addressing CEQA and Section 106 requirements. The report will follow the guidelines in Archaeological Resource Management Reports (ARMR):



Recommended Contents and Format, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1990. The report will incorporate the methods and results of the archival research and will provide background context for the APE and its vicinity. The report will present the methods and results of the survey and will provide recommendations regarding further treatment of any potentially significant resources identified as a result of the study. A draft report will be provided to the County and ACOE. A final report, incorporating one round of comments, will be prepared and one hard copy and an electronic copy (PDF) will be provided. Hard copies of the report will be sent to the archives at the EIC for their files.

Paleontological Resources Archival Research and Reporting: A paleontological fossil locality check will be requested from the Natural History Museum of Los Angeles County and ESA's qualified paleontologists will conduct a literature review to identify paleontological resources within or in the vicinity of the APE and to provide an assessment of the APE's paleontological sensitivity. ESA will prepare a brief letter report, which will summarize the methods and results of the paleontological resources archival research. If the paleontological resources archival research indicates the APE is sensitive for the presence of paleontological resources, a paleontological survey and technical report may be recommended under a separate scope and cost.

Task 5.3: Initial Study, Notice of Preparation, and Public Scoping Meeting

Initial Study

ESA will prepare an Initial Study pursuant to CEQA Guidelines Section 15063 to evaluate potential impacts of the project. The Initial Study will include a brief project description that will describe construction and recreation use of the proposed water trail, related figures and graphics, and will list the project objectives. The Initial Study will include completion of Appendix F (Energy) and Appendix G (Environmental Checklist Form) of the CEQA Guidelines, providing necessary information to determine the significance of potential environmental impacts. ESA will provide discussions for each resource area identified in the Checklist to adequately explain impact significance conclusions. Resource topics that require in-depth analysis and potentially mitigation measures will be deferred to the EIR. Resource topics that result in no impact or less-than-significant impacts will be adequately documented and will not carry forward for detailed analysis in the EIR. No site visits will be conducted as part of this scope. ESA will submit a copy of the Draft Initial Study to the County for review.

Notice of Preparation

ESA will prepare the Notice of Preparation (NOP) as required by Section 15082(a) of the CEQA Guidelines. The draft NOP will include a brief description of the project, site map, and summary of potential environmental impacts. ESA will revise the draft NOP, based on comments received by the County, and will prepare a final NOP. ESA will circulate the NOP/Initial Study for a 30-day public review period. ESA will post the NOP/Initial Study at the Inyo County Clerk's office and mail the NOP/Initial Study along with a Notice of Completion (NOC) form to the State Clearinghouse. ESA will work with the County to develop a distribution list for the NOP and newspaper advertisements; ESA will conduct the mailing of the NOP/Initial Study. Our scope assumes ESA will print and mail up to 50 hard copies of the NOP/Initial Study.

Public Scoping Meeting

ESA will work with County staff to coordinate and lead one (1) public Scoping Meeting in Inyo County during the 30-day review period for the NOP. ESA will prepare presentation materials and conduct an interactive presentation to solicit and record public comments pertaining to the scope and content of the EIR.

ESA will prepare a scoping memorandum summarizing the scoping process and comments received during the NOP/Initial Study review period and Scoping Meeting. The comment memorandum will be included as an Appendix to the Draft SEIR. In addition to the Scoping Meeting, ESA will attend one (1) rehearsal meeting with County staff prior to the Scoping Meeting for this task (assumed to be on the same day to minimize travel costs).

Task 5.4: Draft Environmental Impact Report and Public Meeting

Prepare Administrative Draft EIR

ESA will prepare an Administrative Draft EIR for County review. The Administrative Draft EIR will include environmental baseline settings, regulatory frameworks, impacts and proposed mitigation measures by resource area for all environmental resources that may be significantly impacted by the project as determined in the Initial Study. We expect that the following environmental resources will be evaluated in detail in the Draft EIR: Aesthetics, Air Quality, Agriculture and Forestry Resources, Biological Resources, Cultural Resources, GHGs, Hydrology and Water Quality, Land Use and Planning, Noise, Recreation, Traffic and Transportation, and Tribal Cultural Resources.

As required by CEQA, the setting will describe the study area baseline condition “as it exists before the commencement of the project” at the time the NOP is published. The effects of the project will be defined as changes from the environmental baseline that are attributable to the project. The impact analysis will identify direct, indirect, and cumulative impacts. Mitigation measures will be identified when significance thresholds are exceeded. Significance criteria will be based on Appendices F and G of the CEQA Guidelines. The Administrative Draft EIR will also contain an Alternatives Analysis (including the “No Project” alternative). Given the relationship of the project to LORP, the Administrative Draft EIR will consider how the project is consistent with the goals of LORP, and whether the project would further achievement of those goals. ESA will submit a copy of the Administrative Draft EIR to the County for review.

Prepare Screencheck Draft EIR

ESA will revise the Administrative Draft EIR to incorporate one set of consolidated County comments. ESA will prepare and submit the revised Screencheck Draft EIR to the County for review. One meeting is assumed with the County to review and finalize any changes to the Screencheck Draft EIR.

Prepare Public Draft EIR, Notice of Availability, and NOC

After the County has reviewed the Screencheck Draft EIR, ESA will make the necessary revisions based on one set of consolidated County comments and prepare the public Draft EIR to be released for a 45-day review period. ESA will coordinate with the County to compile a mailing list that includes Responsible and Trustee Agencies, interested parties and properties/landowners adjacent to proposed river trail. ESA will prepare and file the Notice of Completion (NOC) and Draft EIR with the State Clearinghouse and a Notice of Availability (NOA) of an EIR will be mailed to interested parties and adjacent land owners. ESA will post the NOA with the Inyo County Clerk and in the newspaper of general circulation for the project area. The NOA will provide notice of the Public Meeting. Our scope assumes ESA will print and mail up to 25 hard copies of the Draft EIR up to 100 NOAs.

Conduct Public Meeting

ESA will organize and lead a Public Meeting to receive comments on the Draft EIR during the 45-day public review period. ESA will prepare presentation materials and an agenda and conduct a presentation. ESA will attend one (1) rehearsal meeting with County staff prior to the Public Meeting for this task (assumed to be on the same day to minimize travel costs). ESA will document all comments received during the Public Meeting and will incorporate them into the Final EIR if applicable.

Task 5.5: Prepare Final Environmental Impact Report

Prepare Response to Comments

At the conclusion of the 45-day public review period, ESA will work with the County to obtain all comments received on the Draft EIR. ESA will organize and summarize the comments by resource area; coordinate with the County as necessary to discuss response strategies and responsibilities; prepare responses to comments, develop edits to the text of the Draft EIR as applicable, and include corrections and staff- initiated changes to the Draft EIR text, if necessary. Our scope assumes no more than 25 pages of substantial comments will be received. ESA will submit a copy of the Draft Response to Comments to the County for review in electronic PDF format.



Prepare Final EIR and MMRP

After the County has reviewed the Draft Response to Comments document, ESA will incorporate the necessary revisions and prepare a Final EIR. The Final EIR will be mailed to each entity that provided comments on the Draft EIR. The Final EIR will be forwarded to the State Clearinghouse, to Responsible and Trustee Agencies, and to those entities that commented on the Draft EIR. ESA will prepare a Mitigation Monitoring and Reporting Program (MMRP) that describes the required mitigation necessary to avoid or reduce significant impacts, the responsible parties, tasks, and schedule necessary for monitoring mitigation compliance. Our scope assumes ESA will print and mail up to 15 hard copies of the Final EIR.

Prepare Findings, Statement of Overriding Considerations, Notice of Determination

ESA will prepare a Draft Findings of Fact and Statement of Overriding Considerations (if necessary). After review and coordination with the County, ESA will incorporate comments and prepare the Final Findings of Fact and Statement of Overriding Considerations (SOC). ESA will prepare the Notice of Determination (NOD). Once the Final EIR is certified, ESA will file the NOD with the Inyo County Clerk and the State Clearinghouse. Our budget does not include payment for the California Fish and Wildlife CEQA filing fee. ESA's scope includes participation and attendance of the Project Manager at one Board of Supervisor's approval meeting.

Task 6: NEPA Compliance

The ORWT will require a permit from ACOE in accordance with Section 404 of the U.S. Clean Water Act. We understand this federal permit to be the nexus for NEPA compliance. The need for a Section 404 permit does not always necessitate preparation of a joint CEQA/NEPA document. The County indicated the ORWT may qualify for a Section 404 Nationwide Permit (NWP). During early consultation with the ACOE as part of Task 2 above, ESA will support the County in discussions regarding the potential to cover the ORWT under a NWP and have the CEQA document support the permit application.

In the event that an Individual Permit is required, then the application package may require an Environmental Assessment (EA) form to be completed and potentially a Section 404(b)(1) Alternative Analysis. A minimum of three (3) on-site and three (3) off-site alternatives must typically be examined; however, the ACOE will generally recommend, on a case-by-case basis, alternatives they would prefer to have examined. ESA's scope of work assumes that the ORWT will be covered under a NWP and the application support by the CEQA EIR. In the event, that the ACOE proposes an Individual Permit, ESA will coordinate with the County develop a revised scope of work that includes the requisite analyses required by the ACOE.

Table 3-1: Cost Proposal
ESA Labor Detail and Expense Summary

| Task # | Task Name/Description | Employee Names | | | | | | | | | | | | Subtotal | Total Hours | Labor Price |
|--------|-----------------------------------------|--------------------|--------------------|-------------------------|------------------|-----------------|-------------------|------------------|------------------|-----------------|------------------|--------------------|----------------------|----------|-------------|-------------|
| | | Blodigh Blodigh | Andrews Blodigh | Hais-Fisher Cullison | Richards Rous | Jacobus Rous | Gregg Ehringer | Blaher Blaher | Miers Johnson | Spang Blaher | Loring Vidler | Andersen Marion | Castillo Gonzalez | | | |
| 10 | General Project Administration | \$ 285 | \$ 265 | \$ 230 | \$ 215 | \$ 185 | \$ 180 | \$ 160 | \$ 150 | \$ 140 | \$ 120 | \$ 115 | \$ 95 | \$ 90 | | |
| | Project initiation - 0.5 d (0.5 salary) | 2 | | | | 8 | | | | | | | | | 8 | \$ 4,800 |
| | Review Existing Documentation | 2 | | | | 12 | | | | | | | | | 12 | \$ 7,200 |
| | Public Outreach | 4 | | | | 60 | | | | | | | | | 60 | \$ 3,600 |
| | Public Outreach - Agency Coordination | 8 | | | | 10 | | | | | | | | | 10 | \$ 6,000 |
| | Public Consultation | 10 | | | | 16 | | | | | | | | | 16 | \$ 9,600 |
| | Task 10 - Total Effort | 10 | 4 | 4 | 4 | 34 | 32 | 17 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.1 | Task 4.1 - Total Effort | 10 | 4 | 4 | 4 | 34 | 32 | 17 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.2 | Task 4.2 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.3 | Task 4.3 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.4 | Task 4.4 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.5 | Task 4.5 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.6 | Task 4.6 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.7 | Task 4.7 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.8 | Task 4.8 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.9 | Task 4.9 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.10 | Task 4.10 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.11 | Task 4.11 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.12 | Task 4.12 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.13 | Task 4.13 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.14 | Task 4.14 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.15 | Task 4.15 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.16 | Task 4.16 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.17 | Task 4.17 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.18 | Task 4.18 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.19 | Task 4.19 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.20 | Task 4.20 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.21 | Task 4.21 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.22 | Task 4.22 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.23 | Task 4.23 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.24 | Task 4.24 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.25 | Task 4.25 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.26 | Task 4.26 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.27 | Task 4.27 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.28 | Task 4.28 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.29 | Task 4.29 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.30 | Task 4.30 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.31 | Task 4.31 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.32 | Task 4.32 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.33 | Task 4.33 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.34 | Task 4.34 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.35 | Task 4.35 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.36 | Task 4.36 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.37 | Task 4.37 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.38 | Task 4.38 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.39 | Task 4.39 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.40 | Task 4.40 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.41 | Task 4.41 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.42 | Task 4.42 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.43 | Task 4.43 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.44 | Task 4.44 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.45 | Task 4.45 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.46 | Task 4.46 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.47 | Task 4.47 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.48 | Task 4.48 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.49 | Task 4.49 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.50 | Task 4.50 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.51 | Task 4.51 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.52 | Task 4.52 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.53 | Task 4.53 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.54 | Task 4.54 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.55 | Task 4.55 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.56 | Task 4.56 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.57 | Task 4.57 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.58 | Task 4.58 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.59 | Task 4.59 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.60 | Task 4.60 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.61 | Task 4.61 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.62 | Task 4.62 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.63 | Task 4.63 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.64 | Task 4.64 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.65 | Task 4.65 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.66 | Task 4.66 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.67 | Task 4.67 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.68 | Task 4.68 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.69 | Task 4.69 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | 115 | 95 | 90 | 324 | \$ 19,440 |
| 4.70 | Task 4.70 - Total Effort | 12 | 12 | 12 | 12 | 48 | 48 | 24 | 10 | 40 | 16 | | | | | |

Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses

| | |
|-----------------------------------------------------|------------------|
| Project Supplies | \$ 500 |
| Printing/Reproduction | \$ 1,900 |
| Document and Map Reproductions (CD + Digital Photo) | \$ 50 |
| Postage and Deliveries | \$ 1,750 |
| Mileage | \$ 2,645 |
| Vehicle Rental | \$ 3,650 |
| Lodging | \$ 9,390 |
| Airfare | \$ 7,100 |
| Other Travel Related | \$ 3,160 |
| EIC | \$ 700 |
| LACM | \$ 300 |
| EDR | \$ - |
| Subtotal Reimbursable Expenses | \$ 31,145 |
| 5% Fee on Reimbursable Expenses | \$ 1,557 |
| Total Reimbursable Expenses | \$ 32,702 |

ESA Equipment Usage

General Equipment:

| | |
|-------------------|----------|
| Trimble GPS | \$ 525 |
| Tablet GPS | \$ 800 |
| RTK GPS | \$ 6,600 |
| Total Station Set | \$ 1,200 |

Boats:

| | |
|---------------------|----------|
| Pack Raft (2 weeks) | \$ 2,000 |
| Drysuit (2 weeks) | \$ 1,600 |

| | |
|------------------------------------|------------------|
| Total Equipment Usage Costs | \$ 12,725 |
|------------------------------------|------------------|



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: County Counsel

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Consider and potentially introduce and waive further reading of a proposed ordinance amending Section 2.50.60 of the County Code to add language that would allow the Board to appoint one alternate Board of Supervisors member to the Children and Families Commission.

RECOMMENDATION:

Request your Board

- A. Receive information from staff and interested parties regarding appointing an alternate member of the Board of Supervisors for Children and Families Commission.
- B. Introduce and waive further reading of a proposed ordinance amending Section 2.50.60 of the County Code to add language that would allow the Board to appoint one alternate Board of Supervisor member to the Children and Families Commission.

SUMMARY DISCUSSION:

At your January 17, 2017 meeting, staff provided background research regarding adding a Board of Supervisors alternate for various commissions. At the February 14, 2017 meeting, the Board further discussed adding alternates to certain boards and commissions on which Board members currently serve, and directed staff to introduce the idea of amending bylaws to allow for alternates to other commissions and return to the Board with feedback.

The current County Code section pertaining to membership of the Children and Families First Commission specifies that the commission consists of seven members, one of which is a member of the Board of Supervisors. Children and Families First Commission (First 5) has agreed to the idea of adding an alternate Board member and is in the process of amending their bylaws to include an alternate Board of Supervisors member, should the Board decide to approve the amended ordinance. The proposed amended Code section would read as follows:

Inyo County Code section 2.50.060. Membership.

The Commission shall consist of seven members. The membership shall consist of one member of the Board of Supervisors, *and one alternate member of the Board of Supervisors*, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140(a)(1)(A)(i), and four members who represent any of the following categories:

- a) Recipients of project services included in the County strategic plan;
- b) Educators specializing in early childhood development;
- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group;
- d) Representatives of a local organization for prevention or early intervention for families at risk;
- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and Representatives of local medical, pediatric, or obstetric associations or societies.

ALTERNATIVES:


The Board could: 1) Choose not to amend the Code; however, this is not recommended as the Board could not then appoint an alternate member, as it previously expressed an interest in doing; 2) Revise the proposed ordinance and introduce it as revised; 3) Give other direction to staff; or 3) Take no action.

OTHER AGENCY INVOLVEMENT:

N/A.

FINANCING:

N/A.

| <u>APPROVALS</u> | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/11/17</u> |
| AUDITOR/CONTROLLER: N/A | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

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

 _____ Date: 9/11/17
(The Original plus 20 copies of this document are required)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.50.060 OF THE INYO COUNTY CODE, PERTAINING TO THE MEMBERSHIP OF THE CHILDREN AND FAMILIES COMMISSION

WHEREAS, Section 2.50.060 of the Inyo County Code specifies the Commission shall consist of seven members; and

WHEREAS, the membership of the Commission currently consists of one member of the Board of Supervisors and six other members; and

WHEREAS, the Board wishes to amend Section 2.50.060 so that Board may appoint an alternate member for the one Board of Supervisor member;

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 2.50.060 of the Inyo County Code is hereby amended in its entirety to read as follows:

“2.50.060 Membership.

The Commission shall consist of seven members. The membership shall consist of one member of the Board of Supervisors, and one alternate member of the Board of Supervisors, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140 (a)(1)(A)(i), and four members who represent any of the following categories: (a) recipients of project services included in the county strategic plan; (b) educators specializing in early childhood development; (c) representatives of a local child care resource or referral agency, or a local child care coordinating group; (d) representatives of a local organization for prevention or early intervention for families at risk; (e) representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (f) representatives of local school districts; and (g) representatives of local medical, pediatric, or obstetric associations or societies.”

SECTION 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 _____, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Mark Tillemans, Chairperson
Inyo County Board of Supervisors**

**ATTEST:
Kevin Carunchio
Clerk of the Board**

By: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 23

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: September 19, 2017

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-8-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: September 19, 2017

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 9-8-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 9-8-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: September 19, 2017

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-8-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: September 19, 2017

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 9-8-17

#29

**EASTERN SIERRA
COMMUNITY SERVICE DISTRICT**

301 WEST LINE STREET, SUITE D
BISHOP, CALIFORNIA 93514
760-872-1415 • fax 760-872-1289

September 14, 2017

The Honorable Board of Supervisors
Post Office Drawer N
Independence, California 93526
dellis@inyocounty.us

RE: **Agenda Item Request
Rescheduling of Governing Body Elections from Odd-Numbered Years to Even-Numbered Years**

Honorable Board of Supervisors:

Attached please find Eastern Sierra Community Service District's Resolution 2017-6 requesting the Inyo County Board of Supervisors approve the Rescheduling of Governing Board Elections from Odd-Numbered Years to Even-Numbered Years, in accordance with Elections code 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the approval of the County of Inyo to Consolidate the same with the Statewide General Election Pursuant to Elections Code 10404.

Please place the attached on the Board of Supervisors agenda under "Correspondence – Action" at your earliest convenience.

Sincerely,



Jennifer Krafcheck
Board Secretary
Eastern Sierra Community Service District

C: Ms. Kammi Foote – Clerk-Recorder, Registrar of Voters kfoote@inyocounty.us

BEFORE THE GOVERNING BODY OF THE
EASTERN SIERRA COMMUNITY SERVICE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

A Resolution of the Governing Body of the Eastern Sierra Community Service District Approving the Rescheduling of Governing Body Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code § 1303(b) and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of Inyo to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.

RESOLUTION NO: 2017-6

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch. 235, enacting Elections Code §§ 14050-14057, which prohibits the holding of an election other than on a statewide election date if holding an election on a nonconcurrent date resulted in a significant decrease in voter turnout, as defined, and further authorizes voters to enforce this prohibition by filing an action in superior court; and

WHEREAS, the Eastern Sierra Community Service District currently conducts its elections for members of the District in November of odd-numbered years (*e.g.*, November 2015) pursuant to Elections Code § 1303 subdivision (a); and

WHEREAS, voter participation in Inyo County is greater for statewide general elections than for odd-year local elections, including special district governing body member elections; and

WHEREAS, the District believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the Special Districts elections; and

WHEREAS, it is considered the view of the District that starting with the 2019 Special Districts elections, the public interest will be better served by election of its governing body members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the District further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the District desires to change the date of future governing body member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1303(b) establishes a procedure whereby the District may change the election date for its governing body members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404; and

WHEREAS, if the change in election date is approved by the Inyo County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2020 with governing body members whose terms would have expired in 2019 being extended to 2020 and governing body members whose terms would have expired in 2021 being extended to 2022, as required by Elections Code § 10404(i) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the Eastern Sierra Community Service District Governing Body, do hereby adopt this resolution to consolidate the election date for members of the District with the state general election in November of even-numbered years, beginning in 2020 pursuant to Elections Code § 1303(b).
3. The District shall forward the original copy of this resolution to the Inyo County Elections and Inyo County Board of Supervisors, who will consider the request for formal approval of the change at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the Inyo County Board of Supervisors as required by Elections Code § 10404 subdivision (f).
5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November 2020, and each subsequent governing body member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current governing body members expiring in November 2019 will be extended to November 2020 and the terms of members expiring in November 2021 will be extended to November 2022 (see Exhibit A).

7. In the event that the Inyo County Board of Supervisors declines to authorize consolidation in 2020 on the grounds specified in Elections Code § 10404(e), the Eastern Sierra Community Service District Governing Body requests that the Inyo County Board of Supervisors authorize such consolidation at the soonest feasible date.
8. The District and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 13th day of September, 2017, at a regular meeting of the Governing Body of the Eastern Sierra Community Service District, by the following vote:

AYES: Russell L. Adams, Jeffrey L. Brown, Walter J. Pachucki

NOES: None

ABSTAIN: None

ABSENT: Ronald E. Stone, Robert R. Winzenread

Dated: September 13, 2017


Walt Pachucki, Board President

Eastern Sierra Community Service District

CERTIFICATION

I, Jennifer J. Krafcheck, District Secretary of the Eastern Sierra Community Service District, do hereby certify that the foregoing Resolution was proposed by Governing Body Member Russell L. Adams, seconded by Governing Body Member Jeffrey L. Brown, and was duly passed and adopted by a majority of the members of said Governing Body, at an official and public meeting thereof held on September 13, 2017.

Dated: September 13, 2017

 District Secretary

Consolidation of Elections - California Elections Code Section 10404

10404. (a) This section applies only to special districts electing members of the governing body in odd-numbered years. As used in this section, "special district" means an agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries, except a city, county, city and county, school or community college district, or special assessment district.

(b) Notwithstanding any other law, a governing body of a special district may, by resolution, require that its elections of governing body members be held on the same day as the statewide general election.

(1) The resolution setting the election shall also include dates that are consistent with the primary or general election with respect to nominations, notices, canvass of votes, certification of election, and all other procedural requirements of this code pertaining to the primary or general election.

(2) The resolution shall be submitted to the board of supervisors no later than 240 days prior to the date of the currently scheduled district election.

(c) The board of supervisors shall notify all districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

(d) The elections official shall prepare and transmit to the board of supervisors an impact analysis of the proposed consolidation.

(e) The board of supervisors, within 60 days from the date of submission, shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. Prior to the adoption of a resolution to either approve or deny a consolidation request, the board or boards of supervisors shall each obtain from the elections official a report on the cost-effectiveness of the proposed action.

(f) Within 30 days after the approval of the resolution, the elections official shall notify all registered voters of the districts affected by the consolidation of the approval of the resolution by the board of supervisors. The notice shall be delivered by mail and at the expense of the district.

(g) Public notices of the proceedings in which the resolution is to be considered for adoption shall be made pursuant to Section 25151 of the Government Code.

(h) If a special district is located in more than one county, the special district may not consolidate an election if any county in which the special district is located denies the request for consolidation.

(i) If, pursuant to subdivision (b), a special district election is held on the same day as the statewide general election, those governing body members whose terms of office would have, prior to the adoption of the resolution, expired prior to that election shall, instead, continue in their offices until their successors are elected and qualified, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by the board of supervisors.

(j) If a board of supervisors approves the resolution pursuant to subdivision (e), the special district election shall be conducted on the date specified by the board of supervisors, in accordance with subdivision (a), unless the approval is later rescinded by the board of supervisors.

(k) If the date of a special district election is changed pursuant to this section, at least one election shall be held before the resolution, as approved by the board of supervisors, may be subsequently repealed or amended.

#30

Commissioners
Eric Sklar, President
 Saint Helena
Jacque Hostler-Carmesin, Vice President
 McKinleyville
Anthony C. Williams, Member
 Huntington Beach
Russell Burns, Member
 Napa
Peter Silva, Member
 Chula Vista

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Valerie Termini, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
 Since 1870

RECEIVED
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 INYO COUNTY
 ADMINISTRATIVE
 CLERK OF THE SUPERIOR COURT

September 8, 2017

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending sections 1.05, 1.11, 1.18, 1.61, 1.74, 2.10, 2.25, 5.35, 5.41, 5.88, 7.00, 7.50 and Add Section 2.05; and Repeal Section 1.60, Title 14, California Code of Regulations, relating to freshwater sport fishing regulations.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2017/index.aspx>.

Kevin Shaffer, Chief, Fisheries Branch, Department of Fish and Wildlife at (916) 327-8841, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
 Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 205, 219, 265, 270, 315, 316.5, 399, 1050, 1053.1, 1055.1, 7380 and 8491, of the Fish and Game Code and to implement, interpret or make specific sections 110, 200, 205, 206, 255, 265, 270, 316.5, 399, 713, 1050, 1053.1, 1055.1, 7149.8, 7380, 7381, 7382, 8490 and 8491, of said Code; proposes to amend Sections 1.05, 1.11, 1.18, 1.61, 1.74, 2.10, 2.25, 5.35, 5.41, 5.88, Subsection (b) of Section 7.00, Subsection (b) of Section 7.50, and Subsection (b) of Section 8.00; Repeal Section 1.60; and Add Section 2.05, Title 14, California Code of Regulations (CCR), relating to sport fishing.

Informative Digest/Policy Statement Overview

This California Department of Fish and Wildlife (Department) proposal combines Department and public requests for changes to Title 14, California Code of Regulations (CCR), for the 2017 Sport Fishing Regulations Review Cycle. This proposal will reduce foul-hooking of salmon, protect Shasta crayfish, protect salmon released above Shasta Dam, clarify regulations for artificial lures and bait, increase protection for Chinook Salmon and steelhead in the lower American River, increasing bow fishing opportunities, update the sport fishing report card requirements, and make needed corrections to existing regulations. The proposed regulatory changes are needed to reduce public confusion and improve regulatory enforcement.

The Department is proposing the following changes to current regulations:

ROCK CREEK (SHASTA COUNTY) CLOSURE TO PROTECT SHASTA CRAYFISH

Shasta crayfish (*Pacifastacus fortis*) is listed as an Endangered Species pursuant to the California Endangered Species Act (Fish & G. Code, § 2050 et seq.)(Cal. Code Regs., tit. 14, § 670.5(B)) and the federal Endangered Species Act (16 U.S.C. § 1531 et seq.)(53 Federal Register 38460-38465 (1988)). The current distribution for Shasta crayfish includes small and isolated spring fed areas in the Fall and Pit River drainages (Shasta County). Rock Creek, in the Hat Creek Drainage, was historically occupied by Shasta crayfish and was recently restored to provide refuge for and aid in the survival of the species. The Department is proposing to close Rock Creek to all fishing all year from Rock Creek spring downstream to Baum Lake. The proposed closure will protect Shasta crayfish and its habitat.

Proposal: Add subsection (b)(151.5) to Section 7.50, Special Fishing Regulations

Add Rock Creek, in the Hat Creek Drainage, to the Special Fishing Regulations with an all year fishing closure to protect Shasta crayfish.

CLARIFICATION OF NO TAKE OF SALMON IN THE SACRAMENTO AND MC CLOUD RIVERS AND TRIBUTARIES ABOVE SHASTA LAKE

The National Marine Fisheries Service (NMFS) and the US Bureau of Reclamation (BOR) are conducting feasibility studies for the reintroduction of winter and spring-run Chinook Salmon into the McCloud and Sacramento rivers. As part of a Fish Passage Pilot Project, federal agencies will be introducing an experimental release of Chinook Salmon into the Sacramento and McCloud drainages starting in 2017 or 2018 and continuing indefinitely. It is imperative that these rivers and their tributaries above Shasta Lake are closed to salmon fishing to reduce salmon loss and increase the success of the Fish Passage Project.

Proposal: Add new language to Subsection (b) of Section 7.00, District General Regulations, and to subsection (b)(115), McCloud River, in Section 7.50, Special Fishing Regulations.

Amend the Sierra District Regulations to clarify that all rivers and associated tributaries above Shasta Lake are closed to the take of salmon, and amend subsection (b)(115) of Section 7.50 to direct readers to the District General Regulations. These changes will protect Chinook Salmon when they are reintroduced into the upper Sacramento and McCloud rivers above the Shasta Lake.

AMERICAN RIVER (NIMBUS BASIN) FISHING CLOSURE

Under current regulations, the American River (in Sacramento County) from Nimbus Dam to the Hazel Avenue bridge piers is open to fishing all year (Section 7.50 (b)(5)(A)), and from the Hazel Avenue bridge piers to the U.S. Geological Survey gauging station cable crossing about 300 yards downstream from the Nimbus Hatchery fish weir is open to fishing January 1 through August 15 (Section 7.50(b)(5)(B)). The current request for closure is designed to protect Chinook Salmon and Central Valley steelhead trout, which will utilize this section of the river for both in-river spawning and rearing along with essential hatchery operations.

The BOR and the Department have completed a joint EIS/EIR for the Nimbus Hatchery Fish Passage Project (Project). The primary goal of the Project is to maintain a fully functional system of collecting adult Chinook Salmon and Central Valley steelhead trout sufficient to meet the hatchery's mitigation goals. Phase 1 of the Project extends the Nimbus Hatchery fish ladder 1500 feet (.30 miles) upstream into the Nimbus Basin. With the completion of the new fish ladder, Phase 2 of the Project will permanently remove the existing Nimbus Hatchery fish weir, and spawning gravel injections will be completed within the section of river associated with section 7.50(b)(5)(B). A gravel restoration and side channel creation project to create spawning and rearing habitat in the Nimbus Basin was completed in 2014.

However, the Project has the potential to affect Chinook Salmon and Central Valley steelhead trout holding, spawning, and rearing in this section of the lower American River. Additionally, under current hatchery operations, large numbers of adult Chinook Salmon and Central Valley steelhead trout hold below the existing fish weir located below the Hazel Avenue bridge before being routed to the fish ladder located at the south end of weir. Fish that enter the hatchery that are not ripe for spawning are released back into the river through the outfall, located approximately 100 feet below the existing fish ladder. As a result, current hatchery operations utilize a small portion of the river below the weir to cycle fish in and out of the hatchery. However, once the existing fish ladder is moved upstream into the Nimbus Basin, the length of river utilized for hatchery operations will increase by approximately 1,500 feet. With completion of the Project, holding, spawning, and rearing Chinook Salmon and Central Valley steelhead trout will distribute throughout the hatchery operations area. As a result, the entire section of river should be close to fishing all year to ensure successful hatchery operations.

Consequently, if the regulations are not changed by the Fall of 2018, anglers will continue fishing in the Nimbus Basin downstream to the USGS gauging station and target holding and spawning Chinook Salmon and Central Valley steelhead trout. Although Section 2.35 states that fishing shall not take place within 250 feet of a fish ladder, this would have little effect in protecting salmon and steelhead under the new configuration. The new ladder entrance would be greater than 250 feet from where salmon are expected to hold until the ladder is opened to allow salmon and steelhead into the Nimbus Hatchery. The regulation change would also provide the American River Trout Hatchery and Nimbus Hatchery with greater protection from contamination by the New Zealand Mud Snail (NZMS), which have been documented adjacent to the hatchery in Section 7.50(b)(5)(B).

Proposal: Amend subsections (b)(5)(A) and (b)(5)(B) of Section 7.50, Special Fishing Regulations

Combine subsections 7.50(b)(5)(A) and 7.50(b)(5)(B) and close this section of river to fishing all year.

ARTIFICIAL LURE AND BAIT DEFINITION CHANGES

The purpose of the regulation change is to clarify that no scents or flavors shall be used on lures on waters where only artificial lures with barbless hooks may be used. After consulting with wildlife officers on this subject, it has become clear there is some subjectivity in interpreting the current regulation which has resulted in inconsistency and confusion. By clarifying this definition, enforcement will have a lesser problem enforcing this rule and the public will have a clearer description of this rule.

The definition of a lure (Section 1.60) would be removed from the Freshwater Sport Fishing Regulations and only "artificial lure" would be used. With this change, three substitutions in the current regulations would need to be made: (1) Section 1.05 Angling; (2) Section 1.61, Non-buoyant Lure; and (3) Section 2.10(3), Hook and Weight Restrictions. In all three sections lure would be changed to artificial lure. In addition, the definition of artificial lure would be amended to clarify that only non-scented and non-flavored lures may be used. Lastly, there is currently no definition of bait in Title 14. A definition of bait is needed to help clarify when scents and flavors can be used.

Proposal: Repeal Section 1.60, Amend Section 1.11, Artificial Lure, and add Section 1.18, Bait
Amend the current definition of artificial lure and add a definition of bait.

ALLOW BOW AND ARROW FISHING FOR CATFISH

The bow and arrow fishing community has requested the opportunity to fish for catfish in certain waters in the state. Bowfishers have expressed that they often encounter catfish in their pursuit for carp and would like to be able to take catfish as well. This request was considered by CDFW law enforcement and regional biologists who determined that bowfishing for bullhead and catfish could be allowed on waters with large carp populations and that are popular for bowfishing. These waters include the Sacramento San-Joaquin Delta, Lake Isabella in Kern County and Big Bear Lake in San Bernardino County. Allowing bowfishing for catfish on these waters will increase fishing opportunities for bowfishers.

Proposal: Amend Section 2.25, Bow and Arrow Fishing
Amend Section 2.25 to allow bowfishing for bullhead and catfish in the Delta, Big Bear Lake, and Lake Isabel.

REVISION OF MENDOCINO, SONOMA, AND MARIN COUNTIES LOW FLOW CLOSURE TIME PERIOD TO ALING WITH THE ADULT STEELHEAD SEASON

Section 8.00(b) established a season for special low flow conditions for Mendocino, Sonoma, and Marin County coastal streams; however, the current end date extends the length of the low flow season past the adult steelhead fishing season on most coastal stream (except Russian River) which provides an unnecessary protection and may potentially confuse anglers. The current sport fishing regulations provides fishing in coastal streams of Mendocino, Sonoma, and Marin counties from the fourth Saturday in May through March 31, except for the Russian River which is open all year. Gear restrictions change from November 1 through March 31, to accommodate fishing for adult steelhead on all Mendocino, Sonoma, and Marin County coastal streams. There is no need for the season of special low flow conditions to extend beyond March 31, as most streams (except Russian River) are closed to any fishing from April 1 until the fourth Saturday in May, which is prior to the end of the current low flow season. The Russian River is the exception because it is open year round due to other sport fisheries such as American shad and smallmouth bass. For consistency, the Russian River should be included in this change, but it would result in the potential reduction of protected days under a low flow closure between April

1 and the fourth Saturday in May (52-57 days depending upon the calendar year). The loss of this additional protection on the Russian River is not likely to be significant as the bulk of the steelhead will have spawned and angler effort targeting steelhead will be low in the months of April and May. The steelhead population on the Russian River is also unlike other coastal streams because it is supplemented with hatchery steelhead. Additionally, the Russian River is a flow regulated stream and flows are likely to be higher in April and May than other coastal streams and less likely to be subject to a low flow closure due to water releases. Conforming the low flow closure season with the end of the adult steelhead fishing season on Mendocino, Sonoma, and Marin County coastal streams helps simplify regulations and reduces confusion between the fishing season and low flow closure season and it would not significantly impact the Russian River steelhead population in the event of low flow conditions in the months of April and May.

Proposal: Amend Subsection (b) of Section 8.00, Low-Flow Restrictions

Revise Section 8.00 (b) to redefine the season of the Special Low Flow Conditions to coincide with the end of the adult steelhead fishing season on March 31.

CRAYFISH

In alignment with the proposal to close Rock Creek to fishing to protect Shasta crayfish, Section 5.35 would need to be amended to add Rock Creek to the list of waters where take of crayfish is prohibited. Rock Creek is in the Hat Creek Drainage in Shasta County.

Proposal: Amend Section 5.35, Crayfish

Amend Section 5.35 to add Rock Creek to the list of waters where fishing for crayfish is prohibited.

STEELHEAD REPORT AND RESTORATION CARD REQUIREMENTS

Department staff reassessed the fisheries management objectives of the Steelhead Report and Restoration Card and determined that the data being collected, location codes, and reporting instructions and requirements can be simplified. In order to accomplish this, verbiage within Section 5.88 must be changed.

Proposal: Amend Section 5.88, Steelhead Report and Restoration Card Requirements

Remove reference to "wild" steelhead because it is not legal to retain a wild steelhead, and remove the requirement to report the number of hours that were fished for steelhead.

SPORT FISHING REPORT CARD REQUIREMENTS

CCR Section 1.74 establishes guidelines for report card regulations including reporting harvest authorized by a report card; however, this section does not include a mechanism for confirmation that data from a report card has been reported. This proposal requires report card holders who submit data online to write the provided confirmation number on their report card and retain the report card until for 90 days after the reporting deadline.

When a report card is lost, a licensee may wish to obtain a duplicate, or may simply need to fulfill the harvest reporting requirement before the reporting deadline. Section 1.74 does not currently provide guidelines for licensees who have lost their report card and need to report their harvest, but do not need to obtain a duplicate report card. This proposal updates procedures regarding lost report cards to provide guidelines for obtaining a duplicate report card, and also for reporting harvest from a lost report card without obtaining a duplicate report card.

Proposal: Amend Section 1.74, Sport Fishing Report Card Requirements

Amend Section 1.74 to update procedures for reporting online and for lost report cards.

RESTRICT LEADER LENGTH TO LESS THAN SIX FEET TO REDUCE POTENTIAL FOUL-HOOKING (SNAGGING) OF SALMON AND STEELHEAD

The Department and the Fish and Game Commission (Commission) have struggled for years to eliminate and/or regulate snagging salmon. This has proven difficult given some of the spawning aggregations, habitat, and creative snagging techniques that have evolved over time. Water operations, changes in angling ethics, and population growth likely have also contributed to this ongoing problem. After struggling with these issues statewide, the Commission directed the Department to find a solution.

In 2014, the Department formulated a snagging working group to help evaluate the issue through a structured decision making process. Department staff and angling stakeholders participated in multiple meetings. One action resulting from this effort was a directed study to assess the efficacy of a reduced leader length in relation to the “flossing” fishing techniques based angling/snagging rig. Although this technique/rig is not the only gear that can be used to purposefully foul-hook salmon, it is currently legal and very effective when used in the right habitat (Feather, American, Sacramento, Yuba, and Klamath rivers) with high densities of spawning/migrating salmon. The results of the study showed a significant correlation with foul-hooking (82-94%) regardless of the leader length and a reduction in landing rates for the shortest leader.

Proposal: Add Section 205 to Title 14, Leader Length Restriction

Add the leader length restriction to Title 14, Chapter 2, Article 1, to reduce foul-hooking of salmon and steelhead in anadromous waters.

Minor Editorial Corrections for Clarity

In addition to the above proposals, minor editorial corrections are proposed to correct typographical errors and to improve regulation clarity.

Benefits of the Proposed Regulations

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the ocean and inland waters under the jurisdiction and influence of the state for the benefit of all the citizens of the State. In addition, it is the policy of this state to promote the development of local California fisheries in harmony with federal law respecting fishing and the conservation of the living resources of the ocean and inland waters under the jurisdiction and influence of the State. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use. Adoption of scientifically-based trout and salmon seasons, size limits, and bag and possession limits provides for the maintenance of sufficient populations of trout and salmon to ensure their continued existence.

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of California’s trout and salmon resources, and promotion of businesses that rely on recreational sport fishing in California.

Consistency and Compatibility with Existing Regulations

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to adopt sport fishing regulations (sections 200, 202 and 205, Fish and

Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to sport fishing.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Spring Hill Suites by Marriott, 900 El Camino Real, Atascadero, CA, on Wednesday, October 11, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Handlery Hotel, 950 Hotel Circle, North San Diego, CA, on Wednesday December 6, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m., November 22, 2017 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 1, 2017. All comments must be received no later than December 6, 2017, at the hearing in San Diego, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission's website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Sheri Tiemann at the preceding address or phone number. **Kevin Shaffer, Chief, Fisheries Branch, Department of Fish and Wildlife, [(916 327-8841) or kevin.shaffer@wildlife.ca.gov], has been designated to respond to questions on the substance of the proposed regulations.**

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The Department assessed the potential for significant statewide adverse economic impacts that might result from the proposed regulatory action, and made the following initial determinations relative to the required statutory categories:

(a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action is not anticipated to have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The expected impact of the proposed regulations on the amount of fishing activity is anticipated to be minimal relative to recreational angling effort statewide. Therefore, the Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing business or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a salmon and trout sport fishery encourages consumption of a nutritious food.

The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission anticipates benefits to the environment by the sustainable management of California's sport fishing resources.

(c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

In view of information currently possessed, no reasonable alternative considered would be more effective in carrying out the purpose for which the regulation is proposed, would be as effective and less burdensome to affected private persons than the proposed regulation, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: September 1, 2017

Valerie Termini
Executive Director