

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

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

### **March 15, 2022 - 8:30 A.M.**

#### 1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)***

#### **CLOSED SESSION**

#### 2. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION*** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: one potential case.

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

**10 A.M.**

#### 3. ***PLEDGE OF ALLEGIANCE***

#### 4. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***

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

#### 6. ***COUNTY DEPARTMENT REPORTS***

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

7. **County Administrator - Public Defender** - Request Board approve the Agreement between the County of Inyo and Terry Walker for the Provision of Professional Services as a Public Defender (Misdemeanors - South County) for the period March 15, 2022 through April 1, 2025, in an amount not to exceed \$335,700 contingent on the adoption of future county budgets, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
8. **County Administrator - Risk Management** - Request Board approve Resolution No. 2022-08, titled, "A Resolution of the Inyo County Board of Supervisors Making a Determination of Industrial Disability of an Employee as Required by Government Code Section 21154 and 21156," and authorize the Chairperson to sign.
9. **County Counsel** - Request Board approve Resolution No. 2022-09, titled, "A Resolution of the Inyo County Board of Supervisors Rescinding Resolution Nos. 2017-38, 2017-39, and 2017-40," and authorize the Chairperson to sign.
10. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the contract between the County of Inyo and Emily Faircloth of Reno, NV for the provision of external evaluation of the Inyo County Tobacco Education program in an amount not to exceed \$50,960.00 for the period of January 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
11. **Probation** - Request Board: A) declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider; B) approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices (supplies) and laboratory services, in an amount not to exceed \$100,000 for the period of July 1, 2022 to June 30, 2023, with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets; and C) authorize the Chairperson to sign.
12. **Public Works** - Request Board approve the Request for Proposal for Design Services for the Miscellaneous Guardrail Project and authorize the Public Works Director to advertise the project.
13. **Public Works - Recycling & Waste Management** - Request Board approve Resolution No. 2022-10, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services," and authorize the Chairperson to sign.
14. **Public Works - Recycling & Waste Management** - Request Board consider approval of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 23, 2022.

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

15. **County Administrator** - Request Board approve and authorize the Chairperson to sign a resolution authorizing a grant to assist Inyo-Mono Advocates for Community Action (IMACA) to manage and administer community benefit programs to residents of Inyo County, and if resolution is approved:
  - A) Amend the Fiscal Year 2021-2022 Contingencies Budget (087100) as follows: reduce appropriation in Contingencies (5902) by \$100,000 (*4/5ths vote required*); and

- B) Amend the Fiscal Year 2021-2022 General Revenues and Expenditures Budget (011900) as follows: increase appropriation in Other Agency Contribution (5539) by \$100,000 *(4/5ths vote required)*.
16. **Board of Supervisors** - Request Board discuss and possibly authorize staff to draft and send a letter of opposition to Senate Bill 866 and/or SB 871 and/or Assembly Bill 1993.
17. **Public Works** - Request Board:
- A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: (1) increase estimated revenue in State Other object code 4499 by \$300,000 and (2) increase estimated revenue in Operating Transfers In object code 4998 by \$100,000 and (3) increase appropriations in Lone Pine Streets Rehab object code 5709 by \$400,000 *(4/5ths vote required)*;
  - B) Amend the Fiscal Year 2021/2022 Road Budget 034600 as follows: increase appropriations in Operating Transfers Out object code 5801 by \$100,000 *(4/5ths vote required)*; and
  - C) Approve the contract between the County of Inyo and Cardno, Inc. of Zephyr Cove, NV for the provision of Environmental and Engineering services in an amount not to exceed \$402,545.86 for the period of April 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 24, 2022.
19. **County Administrator - Information Services** - Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.
20. **Health & Human Services - Health/Prevention** - Request Board approve Amendment No. 2 to the contract between the County of Inyo and James A. Richardson, MD of Bishop, CA, amending the effective date for Dr. Richardson's salary adjustment for the amount of \$205,000 per year to December 1, 2021, and authorize the Chairperson to sign.
21. **County Administrator - Personnel** - Request Board: A) approve the contract between the County of Inyo and Denelle Carrington for the provision of professional services as the Senior Budget Analyst, at Range 88, Step E, \$9,248 per month, with benefits provided pursuant to Resolution No. 2022-12, effective March 17, 2022; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained; and B) approve Resolution No. 2022-12 and authorize the Chairperson to sign.
22. **County Administrator - Personnel** - Request Board approve the contract between the County of Inyo and Keri Oney for the provision of professional services as the Deputy Personnel Director, at Range 88, Step E, \$9,248 per month, with benefits provided pursuant to Resolution 2022-12, effective March 17, 2022; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

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

- 11 A.M.**        23. **Public Works - Recycling & Waste Management** - Request Board receive a presentation from Kendra Knight of Waste Connections on SB 1383 regulations and requirements.
- 1 P.M.**        24. **Planning Department** - Request Board receive a presentation from Great Basin Unified Air Pollution Control District Air Pollution Control Officer Phill Kiddoo, Deputy Air Pollution Control Officer Ann Logan, and Kathy Bancroft, Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Tribe, regarding the nomination of the Patsiata Historic District to the National Register of Historic Places.

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

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

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Leslie Chapman

**SUBJECT:** Public Defender Contract with Ms. Terry Walker

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#### RECOMMENDED ACTION:

Request Board approve the Agreement between the County of Inyo and Terry Walker for the Provision of Professional Services as a Public Defender (Misdemeanors - South County) for the period March 15, 2022 through April 1, 2025, in an amount not to exceed \$335,700 contingent on the adoption of future county budgets, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

In January, attorney Josh Hillemeier submitted notice to terminate his contract with the County of Inyo for the provision of Public Defender services (South County Misdemeanors). In order to fill the vacancy within the Public Defender's Office, staff issued a request for Letters of Interest from qualified individuals. Among the respondents, Ms. Terry Walker was offered the position and has accepted the job.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors -- North County (second priority), misdemeanors - South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health, and child support cases, as well as advocating for patients' rights.

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract, however, this is not advised - the contract is fair and will

satisfy the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

**OTHER AGENCY INVOLVEMENT:**

County Counsel's Office

**FINANCING:**

Funding for this contract exists in the Fiscal Year 2021-2022 Budget, and in the outlying years the contract is contingent on approval of future County Budgets.

**ATTACHMENTS:**

1. Terry Walker Public Defender Contract 2022
2. Insurance Requirements

**APPROVALS:**

Darcy Ellis  
Leslie Chapman  
John Vallejo  
Amy Shepherd

Created/Initiated - 3/10/2022  
Approved - 3/11/2022  
Approved - 3/11/2022  
Final Approval - 3/11/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for Terry K. Walker of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. 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, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional 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 is for the period from March 15, 2022 to April 1, 2025.

### **3. CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.



B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

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.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to insure that all services and work under this Agreement will be performed in a timely manner.

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

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. 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 license, 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.epls.gov>.

**6. COUNTY PROVIDED SERVICES AND SUPPLIES.**

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

**7. COUNTY PROPERTY.**

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.

**8. 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 Contractor.

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

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. 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 cost which is caused in whole or in part by any act or omission of the Contractor, his/her 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.

### **13. 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 are not otherwise legally privileged information, and 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.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

### **14. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

### **15. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

### **16. TERMINATION OF THIS AGREEMENT.**

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

**17. TERMINATION OF PREVIOUS AGREEMENT.**

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

**18. 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.

**19. 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.

**20. 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-eight (29) below.

**21. CONFIDENTIALITY.**

Contractor 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 in compliance with law.

**22. CONFLICTS.**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

**23. POST AGREEMENT COVENANT.**

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

**24. 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.

**25. 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-nine (29) (Amendment).

**26. RENEGOTIATION.**

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-nine (29) (Amendment).

**27. 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.

**28. NOTICE.**

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

COUNTY OF INYO:

|                               |                |
|-------------------------------|----------------|
| <u>County Administrator</u>   | Department     |
| <u>224 North Edwards</u>      | Street         |
| <u>P.O. Drawer N</u>          |                |
| <u>Independence, CA 93526</u> | City and State |

|                              |                |
|------------------------------|----------------|
| CONTRACTOR:                  |                |
| <b>Terry K. Walker</b>       | Name           |
| <b>1488 Bear Creek Drive</b> | Street         |
| <b>Bishop, CA 93514</b>      | City and State |

**29. 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 TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

dg/Contracts/PubDefender/Master 043014

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**SCOPE OF WORK:**

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

1. A defendant charged with a Felony;



2. A defendant charged with a capital or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**COVERAGE TABLE:**

During the period of this Agreement, Contractor shall provide legal representation for attorney-client conflict of interest cases, and substitute handling and coverage of court calendars and legal representation in time conflict cases as required by this Agreement, in the following types of cases and in the following priority among other Contract Public Defenders:

Primary obligations: Misdemeanors, South County  
Delinquency Cases  
Dependency Cases

Primary conflict case priorities: Misdemeanors, North County

Secondary obligations: All other conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings, Felonies, and any other matter in which the County is obligated to provide public defender services.

Note: The table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a judge, when assigning a case, will consider the experience, caseload, complexity of the case, and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor on or before the first (1<sup>st</sup>) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From March 15, 2022 through April 1, 2023; \$112,500 annual / \$9,000 per mo.
- B. From April 1, 2023 through April 1, 2024; \$110,400 annual / \$9,200 per mo.
- C. From April 1, 2024 through April 1, 2025; \$112,800 annual / \$9,400 per mo.

**2. TIME CONFLICT LIMITATION AND COMPENSATION:**

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

**3. INCIDENTAL EXPENSES:**

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to

provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:**

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**FORM W-9**

Request for Taxpayer  
Identification Number and Certification  
*(Please submit W-9 form with Contract, available on-line or by County)*

**ATTACHMENT E**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRY K. WALKER  
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

**TERM:**

**FROM: MARCH 15, 2022**

**TO: APRIL 1, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment E: 2022 Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

### OTHER INSURANCE PROVISIONS

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or



## Attachment E: 2022 Insurance Requirements for Professional Services

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

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

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

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

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

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

## Attachment E: 2022 Insurance Requirements for Professional Services

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

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

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

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

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

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

-end-

## Attachment \_\_: 2022 Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

### OTHER INSURANCE PROVISIONS

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

## **Attachment \_\_: 2022 Insurance Requirements for Professional Services**

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

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

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

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

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

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

## Attachment \_\_: 2022 Insurance Requirements for Professional Services

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

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

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

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

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

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

-end-



# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Aaron Holmberg

**SUBJECT:** Sheriff Deputy John Wayne Frisbie filed a CALPERS application for an industrial disability retirement. Risk Management received the independent and competent medical opinion of Dr. Gilbert, which describes the disability and its cause.

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2022-08, titled, "A Resolution of the Inyo County Board of Supervisors Making a Determination of Industrial Disability of an Employee as Required by Government Code Section 21154 and 21156," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Based on a competent medical opinion, Sheriff Deputy John Wayne Frisbie sustained PTSD while working for Inyo County and a prior government entity employer. His PTSD has resulted in substantial incapacity to resume performance of the usual duties of a Sheriff Deputy. According to the medical opinion, Mr. Frisbie is permanently disabled from the position of Sheriff Deputy. As such, under the rules and parameters of the CALPERS system for peace officer industrial disability determinations, and even though competent medical opinion attributed only 20% of Mr. Frisbie's disability to Inyo County, the industrial disability determination is the responsibility of Inyo County because Frisbie's last place of employment as a peace officer was with Inyo County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Mr. Frisbie worked for Inyo County for about 16 months.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to pass this resolution. This is not advised given the medical opinion and the resulting need to maintain Mr. Frisbie's employment in a position with duties he is not capable of fulfilling.

**OTHER AGENCY INVOLVEMENT:**

Personnel, County Counsel, workers' compensation legal counsel, personnel legal counsel, and the Sheriff were consulted.

**FINANCING:**

There may be an unavoidable impact on our PERS rates.

**ATTACHMENTS:**

1. Disability Resolution

**APPROVALS:**

|                |                              |
|----------------|------------------------------|
| Aaron Holmberg | Created/Initiated - 2/8/2022 |
| Darcy Ellis    | Approved - 2/8/2022          |
| Sue Dishion    | Approved - 2/8/2022          |
| John Vallejo   | Approved - 2/8/2022          |
| Amy Shepherd   | Approved - 2/8/2022          |
| Aaron Holmberg | Approved - 2/16/2022         |
| Sue Dishion    | Approved - 3/2/2022          |
| Aaron Holmberg | Approved - 3/3/2022          |
| Sue Dishion    | Final Approval - 3/9/2022    |

## **RESOLUTION 2022 -**

### **RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS MAKING A DETERMINATION OF INDUSTRIAL DISABILITY OF AN EMPLOYEE AS REQUIRED BY GOVERNMENT CODE SECTION 21154 AND 21156**

WHEREAS, the County of Inyo (hereinafter referred to as Agency) is a contracting agency of the California Public Employee's Retirement System (CALPERS);

WHEREAS, CALPERS requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is substantially incapacitated from performance of the usual duties of his position and is permanently disabled based on competent medical opinion due to an industrial injury or condition, and that the determination was not used as a substitute for the disciplinary process;

WHEREAS, an application for industrial disability retirement of John Wayne Frisbie, employed by the Agency in the position of Deputy Sheriff, has been filed with CALPERS; and

WHEREAS, the County of Inyo has received the independent and competent medical opinion of Arnold L. Gilberg, M.D. Ph.D., Qualified Medical Examiner, dated September 23/2021, relevant to the disability and its cause.

#### **NOW, THEREFORE, BE IT RESOLVED:**

That the Inyo County Board of Supervisors does hereby find and determine that John Wayne Frisbie is permanently disabled or substantially incapacitated as defined by CALPERS for performance of the usual duties of his position of Deputy Sheriff due to the primary disabling condition of post-traumatic stress disorder (PTSD), based on competent medical opinion; and

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors finds and determines that the applicant's workers' compensation claim regarding psyche with Inyo County settled by compromise and release, and that there is no dispute as to the industrial nature of the disability. There is no known related third party liability.

Inyo County had made advanced disability pension payments. His last date paid was July 22, 2021. Mr. Frisbie obtained a determination extension from CALPERS of April 6, 2022. Mr. Frisbie resigned his employment with Inyo County effective December 3, 2021.

Mr. Frisbie is believed to be competent to act on his own behalf in legally binding retirement matters related to his disability. It is unknown if he is represented by an attorney for his retirement process.



IN WITNESS WHEREOF, the undersigned have executed this Resolution this \_\_\_\_ day of \_\_\_\_ 2022.

**PASSED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Dan Totheroh, Chairperson  
Inyo County Board of Supervisors

ATTEST:

LESLIE CHAPMAN  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo

## County Counsel

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** John Vallejo

**SUBJECT:** Rescission of Resolutions of Necessity

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2022-09, titled, "A Resolution of the Inyo County Board of Supervisors Rescinding Resolution Nos. 2017-38, 2017-39, and 2017-40," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Pursuant to the judgment issued by the Superior Court in the CEQA litigation filed by LADWP against the County, the County is required to rescind the resolutions of necessity adopted as part of the condemnation proceedings. This does not prevent the County from its ongoing efforts to acquire the landfill properties in question, but the County will need to comply with CEQA and then adopt new resolutions of necessity at a future date.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could refuse to rescind the resolutions of necessity, but would then place the County at risk of being in contempt of Court. This is not recommended.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Resolution Rescinding RONS

**APPROVALS:**

John Vallejo  
Darcy Ellis  
John Vallejo

Created/Initiated - 3/7/2022  
Approved - 3/8/2022  
Final Approval - 3/8/2022

**RESOLUTION 2022 -**

**RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS RESCINDING  
RESOLUTION NUMBERS 2017-38, 2017-39, AND 2017-40.**

WHEREAS, in 2017 the Inyo County Board of Supervisors adopted Resolution Numbers 2017-38, 2017-39 and 2017-40 in order to initiate condemnation actions for the properties commonly referred to as the Bishop-Sunland Landfill, the Independence Landfill, and the Lone Pine Landfill; and

WHEREAS, the Superior Court subsequently determined that the adoptions of said resolutions failed to comply with the requirements of the California Environmental Quality Act and ordered that the County rescind said resolutions; and

WHEREAS, Inyo County intends by this action to comply with the order of the Superior Court and rescind the resolutions while it concurrently takes further actions to support the acquisition of the property rights of those landfills.

**NOW, THEREFORE, BE IT RESOLVED:**

That the Inyo County Board of Supervisors does hereby rescind Resolution Numbers 2017-38, 2017-39, and 2017-40.

IN WITNESS WHEREOF, the undersigned have executed this Resolution this \_\_\_\_ day of \_\_\_\_ 2022.

**PASSED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

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Dan Totheroh, Chairperson  
Inyo County Board of Supervisors

ATTEST:

LESLIE CHAPMAN  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant





# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Laura Childers

**SUBJECT:** Contract for external evaluation services for the Inyo County Tobacco and Nicotine Prevention and Cessation Program

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and Emily Faircloth of Reno, NV for the provision of external evaluation of the Inyo County Tobacco Education program in an amount not to exceed \$50,960.00 for the period of January 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

This contract is coming before your Board for ratification as the draft contract was pending administrative approval, including assuring that the contractor had appropriate liability insurance coverage. This contractor was selected as the only respondent to a Request for Proposals advertised in December, 2021, and had performed External Evaluation services for the Inyo County Tobacco Control Program under contract during the prior three-year funding cycle.

The current California Tobacco Control Program (CTCP) requirement mandates County Tobacco Program Scope of Work objectives to include both intervention and evaluation activities to support adult and youth coalitions; a retail objective that focuses on limiting tobacco-promoting influences, and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products); and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for the County also includes a mandatory cessation objective that directs us to promote cessation materials and provide training and coordination with partner agencies.

Prop 99, Prop 56, and the enabling legislation for CDPH/CTCP, mandate the funds appropriated by CDPH for these activities be used to prevent and reduce tobacco use. The proposed staffing pattern, quantity, and reach of activities in the 2022-2025 LLA Comprehensive Tobacco Control Plan must be commensurate with the funding allocated to the LLA and used for the intended purposes of the funding sources. The current contract requires the staffing of an External Evaluator at a minimum 10% FTE. This position is responsible for implementing activities such as development of data collection instruments, data collection training and protocols, sampling methodology, data analysis, and report writing. Duties may also include assisting with data translation and dissemination.

The position of External Evaluator is funded exclusively by the Tobacco Education Program according to the

budget approved by the California Department of Public Health.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior change as a way to use funds most effectively and efficiently for the greatest impact on society.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Board could choose not to ratify and approve this contract, which would disallow Inyo County from fulfilling external evaluation activities that are mandated by State of California for the current Tobacco Control Plan 22-25 and funding requirements and would make Inyo County noncompliant with Tobacco Control program requirements. The State of California would contract an external agency to continue to implement State Tobacco Control in Inyo County.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

**FINANCING:**

State funding. This contract will be paid out of the Tobacco budget (640322) Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Inyo Tobacco External Evaluator Contract

**APPROVALS:**

|                    |                              |
|--------------------|------------------------------|
| Laura Childers     | Created/Initiated - 2/8/2022 |
| Marilyn Mann       | Approved - 2/11/2022         |
| Darcy Ellis        | Approved - 2/11/2022         |
| Melissa Best-Baker | Approved - 3/7/2022          |
| Amy Shepherd       | Approved - 3/7/2022          |
| John Vallejo       | Approved - 3/7/2022          |
| Marilyn Mann       | Final Approval - 3/8/2022    |

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Emily Faircloth  
**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the evaluation services services of Emily Faircloth of Emily Faircloth (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from January 1, 2022 to June 30, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

(\$50,960.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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



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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

|                                  |                |
|----------------------------------|----------------|
| County of Inyo                   |                |
| <u>Health and Human Services</u> | Department     |
| <u>1360 N. Main Street</u>       | Address        |
| <u>Bishop, California 93514</u>  | City and State |

|                            |                |
|----------------------------|----------------|
| Contractor:                |                |
| <u>Emily Faircloth</u>     | Name           |
| <u>7639 Offenhauser Dr</u> | Address        |
| <u>Reno, Nevada 89511</u>  | City and State |

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Emily Faircloth

**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Emily Nobu Faircloth  
Signature

\_\_\_\_\_  
Print or Type Name

Emily N. Faircloth  
Print or Type Name

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

Dated: 3/4/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Emily Faircloth

**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

**TERM:**

**FROM:** January 1, 2022      **TO:** June 30, 2025

**SCOPE OF WORK:** Page 1 of 3

Under the direction of the County's Project Director and Internal Evaluation Coordinator, the External Evaluation (EE) Contractor will provide services for planning evaluation activities, evaluation study design, implementing activities such as development of data collection instructions, data collection training and protocols, sampling methodology, data analysis, report writing, and outcome evaluation. The EE assists with and reviews case studies and other evaluation data collection and reporting, including development of final evaluation and brief evaluation reports. The following evaluation activities from our four objectives provide an overview of the tasks to be completed by the EE:

**Objective 1 – Minimum Package/Volume Size**

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt pre/post-tests and analyze results of pre/post-tests administered to participants in the Healthy Stores for a Healthy Community (HSHC) data collection and spokesperson trainings. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials.  
Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces' effectiveness at delivering/disseminating the message and to gauge the level of public support for HSHC campaign strategies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and county staff, and other insights from public policy meetings.
- Work with youth and volunteers to conduct a public opinion poll with 75-100 respondents about knowledge, attitudes, and perception of the community regarding the retail environment. Collect data using a survey instrument developed by Tobacco Control Evaluation Center (TCEC) and electronic handheld devices. Use descriptive statistics to evaluate the public opinion poll.  
Prepare a brief report summarizing findings.
- Work with youth and volunteers to collect observation data at 31 tobacco retail stores. Collect data using a survey instrument developed by CTCP and electronic handheld devices. Use descriptive statistics to analyze HSHC third wave of store observation data. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 5-20 key informant interviews pre/post-campaign. Prepare a brief report summarizing findings.
- Develop and administer a Community Readiness Survey to 25-30 tobacco retailers pre/post-campaign using an online format to assess attitudes regarding a minimum packaging policy. Prepare a brief report summarizing findings.
- Work with law enforcement and youth to implement a Young Adult Purchase Survey in 10-15 stores. Prepare a brief report summarizing findings.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Emily Faircloth  
**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

**TERM:**

**FROM:** January 1, 2022      **TO:** June 30, 2025

**SCOPE OF WORK:** Page 2 of 3

**Objective 2 – Smoke-free Entryways**

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in data collection training. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces' effectiveness at delivering/disseminating the message and to gauge the level of public support for smoke-free outdoor policies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and city staff, and other insights from public policy meetings.
- Develop and conduct a public opinion poll with 150 respondents to collect data about community knowledge, attitudes, and perceptions regarding secondhand smoke, including electronic smoking device aerosol and marijuana smoke. Use descriptive statistics to evaluate the public opinion poll. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 5-10 key informant interviews pre/post-campaign. Prepare a brief report summarizing findings.
- Develop or adapt a Community Readiness Survey and work with youth and volunteers to administer survey to 25-50 businesses pre/post-campaign using an in-person format to assess attitudes regarding a smoke-free entryways policy. Prepare a brief report summarizing findings.

**Objective 3 – Youth and Adult Engagement**

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop and collect coalition satisfaction surveys, from youth and adults, once per fiscal year assessing member diversity, functioning, and satisfaction.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in coalition training. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2-3 focus groups with youth coalition members once per fiscal year to gather feedback on youth coalition meetings, activities, and advocacy. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide that will ask questions related to youth oriented tobacco prevention. Conduct 2 focus groups with adults and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt a Coalition Participation Tracking Form, including youth and adult participation, and use the forms to summarize the degree of coalition engagement and involvement in intervention activities. Prepare a report summarizing coalition participation. Update once per fiscal year.
- Use TCEC's Asset Mapping Tool to facilitate 2 needs and asset assessments with 5-10 community members representing populations disproportionately affected by tobacco use.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Emily Faircloth  
FOR THE PROVISION OF Tobacco Education Program Evaluation Services **SERVICES****

**TERM:**

**FROM:** January 1, 2022      **TO:** June 30, 2025

**SCOPE OF WORK:** Page 3 of 3

**Objective 4 – Tobacco Cessation**

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in Ask/Advise/Refer training. Prepare a brief report summarizing findings.
- Develop and administer a Training and Technical Assistance survey to approximately 16 participants in trainings once per fiscal year using an online format to measure satisfaction with the training and technical assistance. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 1-2 focus groups with 8-10 participants, including Spanish speaking participants, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt a Training and Technical Assistance tracking form for the project.
- Review records from the California Smokers' Helpline on the number of callers and the referral source and compare to intervention activities. Prepare a brief report summarizing findings.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in the tobacco cessation classes. Assess participants pre-intervention, post-intervention, at three months, six months, and one year after the course to assess the quit status of each participant. Use descriptive statistics to evaluate the courses and include a calculation to assess the cost effectiveness of cessation activities. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 8-10 key informant interviews by phone or in person pre/post-campaign. Prepare a brief report summarizing findings.

**Objective 5 – Communities of Excellence**

- Utilizing an online instrument developed by the Tobacco Control Evaluation Center (TCEC), survey participants in the CX needs assessment process to assess overall satisfaction with the process and intent to engage in 2022-2025 program activities. The survey will be administered to all CX needs assessment process participants. The survey results will be analyzed using descriptive statistics such as percentages, frequencies and means and summarized in a report.

**Objective 6 – End Commercial Tobacco Campaign Planning Activity**

- Use and/or adapt a survey instrument developed by the Tobacco Control Evaluation Center (TCEC), conduct 5 -20 Key Informant Interview surveys using face-to-face, virtual conferencing, or telephone, with a diverse group of people such as retailers and key decision makers (city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, advocacy organization leaders, health officer, etc.) to explore current knowledge and attitudes regarding End Commercial Tobacco campaign indicators. Qualitative analysis of interview results will be used to summarize and report interview findings. The results will be shared with project staff and coalition members and help focus the new End Commercial Tobacco campaign intervention objective requirement in the LLA 1/2022 – 6/2025 workplan.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Emily Faircloth

**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

**TERM:**

**FROM:** January 1, 2022 **TO:** June 30, 2025

**SCHEDULE OF FEES:**

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount to not exceed \$50,960.00, incurred from January 1, 2022 to June 30, 2025, based upon services provided.

County will pay contractor \$70.00 per hour for an average of four (4) hours per week (or 10% FTE) for evaluation services in accordance with the Scope of Work.

Actual evaluation service costs are to be invoiced to Inyo County - Public Health & Prevention (ATTN: Laura Childers and the Deputy Director of Public Health & Prevention) once a month, in an itemized statement that includes:

- date on which the service/work was performed;
- deliverable produced;
- hours worked;
- the hourly rate;
- and the total cost of all services.

In accordance with paragraph 3. E - Billing and Payment: monthly invoices should be received by Public Health & Prevention monthly and no later than five (5) days after the end of the month. Public Health & Prevention retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2025), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

**Estimated Contract Budget:**

|  |               |
|--|---------------|
| Year 1 - January 2022 to June 2022 (Y1 = 6 months) | - \$7,292.00  |
| Year 2 - July 2022 to June 2023 (Y2 = 12 months)   | - \$14,556.00 |
| Year 3 - July 2023 to June 2024 (Y3 = 12 months)   | - \$14,556.00 |
| Year 4 - July 2024 to June 2025 (Y4 = 12 months)   | - \$14,556.00 |

**Total Contract will not exceed: \$50,960.00**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Emily Faircloth

**FOR THE PROVISION OF** Tobacco Education Program Evaluation Services **SERVICES**

**TERM:**

**FROM:** January 1, 2022

**TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Probation

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Jeffrey Thomson

**SUBJECT:** Contract for Urine Sample Collection Devices and Laboratory Services with Redwood Toxicology Laboratory, Inc.

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**RECOMMENDED ACTION:**

Request Board: A) declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider; B) approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices (supplies) and laboratory services, in an amount not to exceed \$100,000 for the period of July 1, 2022 to June 30, 2023, with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets; and C) authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The Probation Department has been using the services of Redwood Toxicology Laboratory, Inc. since October 2014 to provide urine sample collection devices and laboratory services.

Drug and alcohol testing specifically supports the State's and Probation Department's goals of improving services and reducing recidivism through the implementation of evidence-based programs and improving local probation supervision practices and capacities. Since implementation of Redwood Toxicology Laboratory, Inc. in October of 2014, probation has conducted in excess of twenty two thousand drug and alcohol tests. This number includes testing supplies that we provide to the Inyo County Sheriff's Department and Bishop Police Department. Inyo County Drug Court also uses Redwood Toxicology Laboratory, Inc. under its own contract; therefore, it is important to remain consistent in the use of the same laboratories for the Probation Department and Drug Court shared clients. The Probation Department's case management system, Tyler Technology, is integrated with Redwood Toxicology and receives the results through the case management system. Being required to change laboratories would prove significantly disruptive to the Probation Department's drug and alcohol testing program.

Please note that this Agenda Request Form addresses awarding the contract to provide supplies and services to the Probation Department only.

Therefore, we are recommending to the Board that the contract be awarded to Redwood Toxicology Laboratory, Inc. for an amount not to exceed \$100,000 for a contract period beginning July 1, 2022 to June 30, 2023, with an option to renew a second and third year.

Monies will be budgeted in both the Probation – General (023000) and Juvenile Institutions Budgets (023100) for this fiscal year (2022-23). It is extremely difficult to budget monies for the entire year and as we have done in the

past, at mid-year and third quarter budget reviews, we adjust object codes (5311 and 5265) within the Budgets accordingly. Also, we have historically budgeted in the Probation – General Budget (023000) and continue to do so for this fiscal year, revenue from SB678 monies to cover most of the costs for supplies and services in combination with General Fund monies. On a quarterly basis, SB678 monies are reimbursed to the Probation – General Budget. No SB678 monies are budgeted within the Juvenile Institutions Budget (023100) as the YOBG Grant covers reimbursement for most urine analysis testing supplies and laboratory services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Reject the request to sole source with Redwood Toxicology Laboratory, Inc. and direct the Probation Department to submit another request for proposal from another service provider is not recommended as many laboratory vendors will not do testing on a sample collected in a device supplied by a different and/or “unknown” vendor. In addition, this will disrupt all of our urine analysis testing and require this Department to come back to your Board to authorize an expenditure of more than \$10,000 with a new provider of laboratory services.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Monies will be budgeted in both the Probation – General (023000) Budget and Juvenile Institutions Budget (023100) for supply expenditures General Operating Object Code 5311 and laboratory testing expenditures Professional Services Object Code 5265. SB678 and YOBG monies will cover most of the costs for supplies and services in combination with General Fund monies.

**ATTACHMENTS:**

1. FY 22-23 Contract with Redwood Toxicology Laboratory, Inc.

**APPROVALS:**

|                 |                               |
|-----------------|-------------------------------|
| Krystal Leonard | Created/Initiated - 2/23/2022 |
| Darcy Ellis     | Approved - 2/23/2022          |
| Krystal Leonard | Approved - 2/24/2022          |
| John Vallejo    | Approved - 2/24/2022          |
| Amy Shepherd    | Approved - 2/24/2022          |
| Sue Dishion     | Approved - 2/24/2022          |
| Aaron Holmberg  | Approved - 3/7/2022           |
| Krystal Leonard | Approved - 3/7/2022           |
| Jeffrey Thomson | Final Approval - 3/8/2022     |

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the urine analysis supplies and laboratory services of Redwood Toxicology Laboratory of Santa Rosa, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The initial term of this Agreement shall be July 1, 2022 to June 30, 2023, unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024.
- b. From July 1, 2024 through June 30, 2025.

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

The options to extend the term of the Agreement for the periods identified above may be exercised in the manner and on the terms and conditions below:

Terms and Conditions to Exercise Option Year(s):

- a. Neither Contractor nor County has terminated or cancelled this Agreement for any reason.
- b. Neither Contractor nor County is in default on any term or condition of this Agreement.

### 3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to JEFFREY THOMSON, or his designee, whose title is: Chief Probation Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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. Contractor'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 Contractor 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 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



8. **WORKERS' COMPENSATION.**

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

9. **INSURANCE.**

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

10. **STATUS OF CONTRACTOR.**

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

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

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

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

11. **DEFENSE AND INDEMNIFICATION, LIMITATION OF LIABILITY.**

Each party (the "Indemnifying Party") agrees to indemnify the other party and their respective officers, directors, employees, and agents (each an "Indemnified Party") from and against any and all liabilities, losses, proceedings, actions, damages and claims (collectively "Losses") that result from any third party claim relating to bodily injury or death of any person or damage to any real or tangible property, to the extent caused by the Indemnifying Party's gross negligence, recklessness, or willful misconduct in the performance of this Agreement.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING REPUTATIONAL HARM, LOST PROFITS, LOSS OF BUSINESS, OR OTHER SIMILAR DAMAGES). TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION, IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO CONTRACTOR BY COUNTY IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

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. To the extent required by law, 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, with prior written approval from Contractor, 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.**

Neither Party shall assign any rights, obligations, or liabilities hereunder without the prior written consent of the other Party, provided that Abbott may assign or delegate its rights and duties hereunder to any Affiliate without obtaining such consent. "Affiliate" shall mean a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Abbott.

**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  
Probation ----- Department  
P.O. Box T \_\_\_\_\_ Address  
Independence, CA 93526 \_\_\_\_\_ City and State

Contractor:

Redwood Toxicology Laboratory, Inc. Name  
P.O. Box 14327 \_\_\_\_\_ Address  
Santa Rosa, CA 95403 \_\_\_\_\_ City and State

With copy to:  
Abbott Laboratories - Legal Department,  
100 Abbott Park Road  
Building - AP6A  
Abbott Park, IL,  
60064-3500, USA,  
Attn.: DVP & Associate General Counsel, ARDx Informatics Rapid Diagnostics  
Legal

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

DocuSigned by:  
By: Mary Tardel  
043702011A5148C  
Signature

\_\_\_\_\_  
Type or Print Name

Mary Tardel, Director, Government Services  
\_\_\_\_\_  
Type or Print Name

Dated: .....

Dated: 2/23/2022 .....

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**TERM:**

**FROM: JULY 1, 2022 TO JUNE 30, 2023**

**SCOPE OF WORK:**

Redwood Toxicology Laboratory, Inc. (RTL)

**TEST RESULTS:** Use of on-line **ToxAccess** = total digital data collection // standard urine and oral fluids panels, negative results are reported within 24 – 48 hours after receipt. Confirmation of positive results will be available within 72 hours to 96 hours after initial screen. Total turnaround time for positive results of standard urine and oral fluids is up to 72 – 96 hours from receipt of specimen at laboratory. // Reporting of Synthetic Cannabinoids or Designer Stimulants, EtG/EtS, and Steroids, results reported within 72 - 96 hours after receipt of the specimen in the laboratory. // Includes Random Testing Program.

**STORAGE:** Storage of positive for drug(s) and/or metabolites in a secure warehouse for a period of not less than 3 months. Negative specimens will be stored for 2 days. Chain of custody records, documentation and analytical records are maintained in secured storage for a period of not less than 3 years.

**PICK UP SCHEDULE:** Collected urine samples can be picked up on whatever schedule Inyo County sets, for example, daily, 3 times/week, etc. and RTL is to provide service through United Parcel Service (UPS), Federal Express, or some other overnight delivery service.

**LOCATION FOR DELIVERY OF SUPPLIES (DEVICES AND SHIPPING SUPPLIES):**

Inyo County Probation Department, 1360 N. Main Street Suite 162, Bishop, CA 93514  
RTL is to provide shipping supplies (urine specimen collection containers; specimen baggies with absorbent material; preprinted Chain of Custody forms/labels and security seals; prepaid FedEx or UPS lab packs or pre-paid U. S. mailer boxes) for the overnight delivery service.

**LOCATIONS FOR PICK UP OF URINE SAMPLES:**

Inyo County Probation Department, 1360 N. Main Street Suite 162, Bishop, CA 93514  
Inyo County Juvenile Center, 201 Mazourka Canyon Road, Independence, CA 93526

**TRAINING:** Training for how to use testing devices, chain of custody, etc. is available a number of different ways: on-line, webinar, and on-site training at RTL.

**WITNESS TESTIMONY:** provide written affidavit or telephone testimony. If necessary at a cost to Inyo County, may provide expert witness testimony in Court.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**TERM:**

**FROM: JULY 1, 2022 TO JUNE 30, 2023**

**SCHEDULE OF FEES:**

**See attached Pricing Schedule for Inyo County Probation Department Effective July 1, 2022 -June 30, 2022. An updated Pricing Schedule will be provided for each additional Fiscal Year the contract is renewed.**

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2022 - June 30, 2023**  
**INFORMATION CONFIDENTIAL**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine**

*Items highlighted in Green represent the laboratory tests requested in the original Request for Proposals*

**Urine Lab Tests - Standard Drugs**

| TEST CODE | DRUG(S) | DESCRIPTION   | PRICE PER SPECIMEN |
|-----------|---------|---|--------------------|
| Various   | 1       | One Drug Standard Lab Panel (Standalone Test)                         | \$ 5.70            |
| Various   | 1       | GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug | \$ 15.00           |
| 069       | 1       | Creatinine Level  | \$ 5.70            |

**Urine Lab Tests - Specialty Drugs**

| TEST CODE  | DRUG(S) | DESCRIPTION  | PRICE PER SPECIMEN |
|------------|---------|--|--------------------|
| 049 or 050 | 1       | Ethyl Glucuronide (EtG) - (EIA Screen-Only)  | \$ 5.78            |
| 098        | 1       | Oxycodone (Screen Only) <i>Note: The Standard Lab Test will also pick up Oxycodone under the Opiates class, but at a higher cut-off level.</i> | \$ 5.78            |
| 5098       | 1       | Oxycodone (LC/MS/MS Confirmation Only)   | \$ 15.00           |

**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids**

**Oral Fluid Lab Tests**

| TEST CODE | DRUG(S) | DESCRIPTION  | PRICE PER SPECIMEN |
|-----------|---------|--|--------------------|
| Various   | 1       | GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug | \$ 15.00           |

*Standard drugs include: Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana (THC), Methadone, Methamphetamines, Opiates, Oxycodone, PCP.*

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers:
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Destination Point.

**Specimen Shipment to RTL:** Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar (\$10.00) charge per shipment.



Confidence in testing.

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2022 - June 30, 2023**  
**RFP For Drug Testing Services and Supplies**

**Section III: On-Site Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

| PART NUMBER | DRUG(S) | CONFIGURATION   | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|---|------------------|--------------------|
| 01 102 0018 | 1       | PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)               | \$0.33           | \$8.25             |
| 01 102 0019 | 1       | PANEL DIP 01 BARBITURATES 300 (BAR)                     | \$0.33           | \$8.25             |
| 01 102 0022 | 1       | PANEL DIP 01 BENZODIAZEPINES 300 (BZO)                  | \$0.33           | \$8.25             |
| 01 102 0189 | 1       | PANEL DIP 01 COCAINE 150 (COC 150)                      | \$0.33           | \$8.25             |
| 01 102 0001 | 1       | PANEL DIP 01 COCAINE 300 (COC 300)                      | \$0.33           | \$8.25             |
| 01 102 0036 | 1       | PANEL DIP 01 ECSTASY 500 (MDMA)                         | \$0.33           | \$8.25             |
| 01 102 0004 | 1       | PANEL DIP 01 MARIJUANA 50 (THC)                         | \$0.33           | \$8.25             |
| 01 102 0020 | 1       | PANEL DIP 01 METHADONE 300 (MTD)                        | \$0.33           | \$8.25             |
| 01 102 0190 | 1       | PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)            | \$0.33           | \$8.25             |
| 01 102 0002 | 1       | PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)          | \$0.33           | \$8.25             |
| 01 102 0003 | 1       | PANEL DIP 01 OPIATES 300 (MOP 300)                      | \$0.33           | \$8.25             |
| 01 102 1977 | 1       | PANEL DIP 01 OPIATES 2000 (OPI 2000)                    | \$0.33           | \$8.25             |
| 01 102 0037 | 1       | PANEL DIP 01 OXYCODONE 100 (OXY)                        | \$0.33           | \$8.25             |
| 01 102 0021 | 1       | PANEL DIP 01 PHENCYCLIDINE 20 (PCP)                     | \$0.33           | \$8.25             |
| 01 102 1971 | 1       | PANEL DIP 01 PROPOXYPHENE 300 (PPX)                     | \$0.33           | \$8.25             |
| 01 102 0023 | 1       | PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)       | \$0.33           | \$8.25             |
| 01 102 0173 | 1       | PANEL DIP 01 BUPRENORPHINE 10 (BUP)                     | \$0.80           | \$20.00            |
| 01 501 0073 | 1       | PANEL DIP 01 K2 SPICE 30 - <i>For Forensic Use Only</i> | \$2.00           | \$50.00            |
| 01 568 0008 | 1       | PANEL DIP 01 ETG - <i>For Forensic Use Only</i>         | \$5.00           | \$125.00           |
| 01 568 0009 | 1       | PANEL DIP 01 FENTANYL - <i>For Forensic Use Only</i>    | \$1.50           | \$37.50            |
| 01 102 0005 | 2       | PANEL DIP 02 COC300/MOP300                              | \$0.67           | \$16.75            |
| 01 102 0006 | 2       | PANEL DIP 02 COC300/THC                                 | \$0.67           | \$16.75            |
| 01 102 0007 | 2       | PANEL DIP 02 COC300/MAMP1000                            | \$0.67           | \$16.75            |
| 01 102 0008 | 2       | PANEL DIP 02 MAMP1000/THC                               | \$0.67           | \$16.75            |
| 01 102 0030 | 2       | PANEL DIP 02 MAMP1000/MOP300                            | \$0.67           | \$16.75            |
| 01 102 0191 | 2       | PANEL DIP 02 COC150/THC                                 | \$0.67           | \$16.75            |
| 01 102 0192 | 2       | PANEL DIP 02 MAMP500/THC                                | \$0.67           | \$16.75            |
| 01 102 0009 | 3       | PANEL DIP 03 COC300/MAMP1000/THC                        | \$0.86           | \$21.50            |
| 01 102 0010 | 3       | PANEL DIP 03 COC300/MOP300/THC                          | \$0.86           | \$21.50            |
| 01 102 0011 | 3       | PANEL DIP 03 MAMP1000/MOP300/THC                        | \$0.86           | \$21.50            |
| 01 102 0014 | 3       | PANEL DIP 03 COC300/MAMP1000/MOP300                     | \$0.86           | \$21.50            |
| 01 102 0193 | 3       | PANEL DIP 03 COC150/MAMP500/THC                         | \$0.86           | \$21.50            |
| 01 102 0194 | 3       | PANEL DIP 03 COC150/MOP300/THC                          | \$0.86           | \$21.50            |
| 01 102 0012 | 4       | PANEL DIP 04 COC300/MAMP1000/MOP300/THC                 | \$1.13           | \$28.25            |
| 01 102 0032 | 4       | PANEL DIP 04 AMP1000/COC300/MOP300/THC                  | \$1.13           | \$28.25            |
| 01 102 0195 | 4       | PANEL DIP 04 COC150/MAMP500/MOP300/THC                  | \$1.13           | \$28.25            |
| 01 102 0199 | 4       | PANEL DIP 04 AMP1000/COC150/MOP300/THC                  | \$1.13           | \$28.25            |
| 01 102 0013 | 5       | PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC             | \$1.39           | \$34.75            |
| 01 102 0015 | 5       | PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC             | \$1.39           | \$34.75            |
| 01 102 0033 | 5       | PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC              | \$1.39           | \$34.75            |
| 01 102 0034 | 5       | PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC         | \$1.39           | \$34.75            |
| 01 102 0047 | 5       | PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC             | \$1.39           | \$34.75            |
| 01 102 0201 | 5       | PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC          | \$1.39           | \$34.75            |
| 01 102 0196 | 5       | PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC              | \$1.39           | \$34.75            |
| 01 102 0200 | 5       | PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC              | \$1.39           | \$34.75            |





Confidence in testing.

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2022 - June 30, 2023**  
**INFORMATION CONFIDENTIAL**

**Section III: On-Site Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 102 0016 | 6       | PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC  | \$1.62           | \$40.50            |
| 01 102 0017 | 6       | PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC  | \$1.62           | \$40.50            |
| 01 102 0024 | 6       | PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC  | \$1.62           | \$40.50            |
| 01 102 0119 | 6       | PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC  | \$1.62           | \$40.50            |
| 01 102 0175 | 6       | PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC  | \$1.62           | \$40.50            |
| 01 102 0202 | 6       | PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC   | \$1.62           | \$40.50            |
| 01 102 0203 | 6       | PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC   | \$1.62           | \$40.50            |
| 01 102 0035 | 7       | PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC   | \$1.89           | \$47.25            |
| 01 102 0176 | 7       | PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC  | \$1.89           | \$47.25            |
| 01 102 0177 | 7       | PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC  | \$1.89           | \$47.25            |
| 01 102 0169 | 8       | PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/OXY/THC   | \$2.14           | \$53.50            |
| 01 102 0179 | 8       | PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC  | \$2.14           | \$53.50            |
| 01 102 1989 | 8       | PANEL DIP 08 AMP300/COC150/MAMP500/MOP300/PCP/PPX/OXY/THC  | \$2.14           | \$53.50            |
| 01 102 1970 | 9       | PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC   | \$2.40           | \$60.00            |
| 01 102 0180 | 9       | PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC  | \$2.40           | \$60.00            |
| 01 102 0181 | 9       | PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC   | \$2.40           | \$60.00            |
| 01 102 0025 | 10      | PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC  | \$2.66           | \$66.50            |
| 01 102 0138 | 10      | PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC   | \$2.66           | \$66.50            |
| 01 102 0182 | 10      | PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/THC  | \$2.66           | \$66.50            |
| 01 102 0183 | 10      | PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC  | \$2.66           | \$66.50            |
| 01 102 1943 | 10      | PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/MTD/MDMA/THC  | \$2.66           | \$66.50            |
| 01 102 0184 | 11      | PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/OXY/THC  | \$3.19           | \$79.75            |
| 01 102 0185 | 11      | PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/PCP/THC   | \$3.19           | \$79.75            |
| 01 102 0186 | 11      | PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/OXY/THC  | \$3.19           | \$79.75            |
| 01 102 0187 | 11      | PANEL DIP 11 AMP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC   | \$3.19           | \$79.75            |
| 01 102 0141 | 12      | PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/PPX/THC   | \$3.72           | \$93.00            |
| 01 102 0188 | 12      | PANEL DIP 12 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC   | \$3.72           | \$93.00            |
| 01 102 1957 | 12      | PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/MTD/OXY/PCP/PPX/THC  | \$3.72           | \$93.00            |
| 01 501 0012 | 13      | PANEL DIP 13<br>ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i> | \$4.50           | \$112.50           |



Confidence in testing.

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2022 - June 30, 2023**  
**INFORMATION CONFIDENTIAL**

**Section III: On-Site Drug & Alcohol Screening Devices**

**iCUP SUBSTANCE ABUSE TEST DEVICE – without adulteration**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 102 2020 | 10      | iCup 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/OPI2000/OXY/PPX/THC         | \$3.20           | \$80.00            |
| 01 102 2055 | 10      | iCup 10 AMP1000/BAR/BZO/COC300/MAMP/MTD/OPI2000/PCP/TCA/THC              | \$3.20           | \$80.00            |
| 01 102 2028 | 13      | iCup 13 AMP1000/BAR/BUP/BZO/COC300/MAMP/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC | \$5.00           | \$125.00           |

**iCUP A.D. SUBSTANCE ABUSE TEST DEVICE – with adulteration**

| PART NUMBER | DRUG(S) | CONFIGURATION   | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|---|------------------|--------------------|
| 01 102 2032 | 4       | iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)  | \$2.25           | \$56.25            |
| 01 102 2033 | 4       | iCup A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH)   | \$2.25           | \$56.25            |
| 01 102 2021 | 5       | iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)                                    | \$2.25           | \$56.25            |
| 01 102 2034 | 5       | iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)                                   | \$2.25           | \$56.25            |
| 01 102 2035 | 5       | iCup A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH)  | \$2.25           | \$56.25            |
| 01 102 2036 | 5       | iCup A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)                                       | \$2.25           | \$56.25            |
| 01 102 2022 | 6       | iCup A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)                               | \$2.48           | \$62.00            |
| 01 102 2023 | 6       | iCup A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)                                  | \$2.48           | \$62.00            |
| 01 102 2037 | 6       | iCup A.D. 06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration (OX, SG, PH)                                   | \$2.48           | \$62.00            |
| 01 102 2038 | 8       | iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)                      | \$2.88           | \$72.00            |
| 01 102 2069 | 8       | iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)                         | \$2.88           | \$72.00            |
| 01 102 2039 | 9       | iCup A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC w/adulteration (OX, SG, PH)                  | \$3.11           | \$77.75            |
| 01 102 2074 | 10      | iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ PPX/THC w/adulteration (OX, CR, PH)             | \$3.20           | \$80.00            |
| 01 102 2129 | 10      | iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/ THC w/adulteration (OS, SG, PH, NI, GL, CR) | \$3.20           | \$80.00            |
| 01 102 2027 | 12      | iCup A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ TCA/THC w/adulteration (OX, SG, PH)        | \$4.50           | \$112.50           |

**TOXUP SUBSTANCE ABUSE TEST DEVICE**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 501 0015 | 13      | TOXCUP 13<br>ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i>    | \$4.75           | \$118.75           |
| 01 501 0016 | 14      | TOXCUP 14<br>K2/ETG500/FENTANYL20/TRAMADOL200/AMP1000/BUP10/BZO300/COC300/MAMP1000/MDMA500/MTD300/OPI300/OXY100/THC50 - <i>For Forensic Use Only</i> | \$5.50           | \$137.50           |

**INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 102 2001 | 4       | EZ CUP II 04 COC300/MAMP1000/OPI2000/THC   | \$2.25           | \$56.25            |
| 01 102 1974 | 5       | EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX,SG,PH,NI,GL,CR)           | \$2.25           | \$56.25            |
| 01 102 2005 | 5       | EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC   | \$2.25           | \$56.25            |
| 01 102 2018 | 5       | EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC   | \$2.25           | \$56.25            |
| 01 102 2048 | 5       | EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC  | \$2.25           | \$56.25            |
| 01 102 2051 | 5       | EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR) | \$2.25           | \$56.25            |
| 01 102 2141 | 5       | EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)             | \$2.25           | \$56.25            |
| 01 102 1984 | 6       | EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC                                     | \$2.48           | \$62.00            |
| 01 102 2007 | 6       | EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC  | \$2.48           | \$62.00            |
| 01 102 2008 | 8       | EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC                             | \$2.88           | \$72.00            |
| 01 102 2140 | 9       | EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX/THC w/adulteration (OX, SG, PH) | \$3.11           | \$77.75            |
| 01 102 1985 | 10      | EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD/OPI2000/ PCP/THC                   | \$3.20           | \$80.00            |
| 01 102 2096 | 12      | EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA/MOP300/ MTD/OXY/PPX/THC            | \$4.50           | \$112.50           |



**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2022 - June 30, 2023**  
**INFORMATION CONFIDENTIAL**

**Section III: On-Site Drug & Alcohol Screening Devices**

**REDICUP SUBSTANCE ABUSE TEST DEVICE**

| PART NUMBER | DRUG(S) | CONFIGURATION   | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|---|------------------|--------------------|
| 01 102 0026 | 4       | RC 04 COC300/MAMP1000/MOP300/THC                              | \$2.25           | \$56.25            |
| 01 102 0027 | 5       | RC 05 BZO/COC300/MAMP1000/MOP300/THC                          | \$2.25           | \$56.25            |
| 01 102 0028 | 5       | RC 05 COC300/MAMP1000/MOP300/PCP/THC                          | \$2.25           | \$56.25            |
| 01 102 0121 | 5       | RC 05 AMP1000/COC300/MAMP1000/MOP300/THC                      | \$2.25           | \$56.25            |
| 01 102 0029 | 6       | RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC                      | \$2.48           | \$62.00            |
| 01 102 0135 | 6       | RC 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC                 | \$2.48           | \$62.00            |
| 01 102 0058 | 10      | RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC | \$3.20           | \$80.00            |
| 01 102 0059 | 10      | RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC  | \$3.20           | \$80.00            |
| 01 102 0137 | 10      | RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC     | \$3.20           | \$80.00            |

**ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only**

| PART NUMBER | DRUG(S) | CONFIGURATION   | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|---|------------------|--------------------|
| 01 102 2024 | 5       | iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - <i>FFUO</i>          | \$5.60           | \$140.00           |
| 01 102 2025 | 6       | iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12 - <i>FFUO</i>    | \$5.93           | \$148.25           |
| 01 102 1960 | 6       | OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100 - <i>FFUO</i> | \$5.00           | \$125.00           |
| 01 102 2083 | 6       | OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100 - <i>FFUO</i> | \$5.00           | \$125.00           |

**SALIVA/BREATH ALCOHOL PRODUCTS**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 362 0001 | N/A     | Instant Alcohol Saliva Test Strip - <i>FFUO</i>      | \$0.80           | \$20.00            |
| 01 532 0020 | N/A     | ACON Breath Alcohol Device .02 (20/box)              | \$2.30           | \$46.00            |
| 01 094 0055 | N/A     | Alco-Screen Test (24/box)                            | \$1.35           | \$32.40            |
| 01 094 0056 | N/A     | Alco-Screen .02 DOT Approved Alcohol Saliva (24/box) | \$1.35           | \$32.40            |

**REDISMOKE, PREGNANCY & ADULTERATION**

| PART NUMBER | DRUG(S) | CONFIGURATION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 01 102 0140 | 1       | Urine Cotinine (Nicotine Metabolite) Cassette Device - <i>FFUO</i> | \$0.85           | \$21.25            |
| 01 102 1950 | N/A     | Urine Pregnancy Cassette (40/Box)                                  | \$1.00           | \$40.00            |
| 01 102 1910 | 7       | One Step Validity Test (Seven Parameter) - <i>FFUO</i>             | \$0.68           | \$17.00            |

**COLLECTION SUPPLIES**

| PART NUMBER | DRUG(S) | DESCRIPTION  | PRICE PER DEVICE | BOX PRICE (25/BOX) |
|-------------|---------|--|------------------|--------------------|
| 031234      | N/A     | 90 ml Urine Collection Bottle with Built-in Temp Strip | \$0.22           | \$5.50             |
| 031380      | N/A     | 6.5 oz/ Graduated Beaker                               | \$0.10           | \$2.50             |
| 031258      | N/A     | Temperature Strip                                      | \$0.06           | \$1.50             |

**Device Order Shipping & Handling:** Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Destination Point.

**ATTACHMENT C**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**TERM:**

**FROM: JULY 1, 2022 TO JUNE 30, 2023**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: Insurance Requirements for PROFESSIONAL LAB SERVICES**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$3,000,000 general aggregate limit. If coverage is provided on a claims-made basis, see requirements under "Claims Made Policies" toward the bottom of this document.

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

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. It is understood that all transit under the Redwood Toxicology Laboratory agreement is done by US mail/contract carrier service, so auto liability coverage is not required from Redwood. If Redwood engages in vehicle or road-going mobile equipment use for the execution of the agreement with Inyo County, then auto liability would automatically become required as stated in this paragraph.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$2,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

### **OTHER INSURANCE PROVISIONS**

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

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

## **Attachment C: Insurance Requirements for PROFESSIONAL LAB SERVICES**

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

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

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

### **Claims Made Policies (should be applicable only to professional liability)**

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

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

**Verification of Coverage:** Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

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

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

-end-



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Greg Waters

**SUBJECT:** Miscellaneous Guardrail Design RFP

---

**RECOMMENDED ACTION:**

Request Board approve the Request for Proposal for Design Services for the Miscellaneous Guardrail Project and authorize the Public Works Director to advertise the project.

**SUMMARY/JUSTIFICATION:**

Many of the guardrails on Inyo County roads have been damaged or destroyed over the years. This Design RFP will address most of the identified guardrails that require remediation and or replacement. Due to scales of economy, it would be in the County's best interest to consolidate these into one design proposal as most of the guardrail sections share similar characteristics. The intention is to get these guardrail sections to construction this year.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Over many years, a substantial number of guardrails in Inyo County have fallen into disrepair.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decline to authorize the advertisement of the Miscellaneous Guardrail Design RFP and the guardrails will not be able to be brought up to current standards.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funding will come from RMRA (SB-1) revenues

**ATTACHMENTS:**

1. Miscellaneous Guardrail Project Request for Proposals

**APPROVALS:**

Greg Waters

Created/Initiated - 3/4/2022

Darcy Ellis  
Breanne Nelums  
Sue Dishion  
John Vallejo  
Amy Shepherd  
Michael Errante

Approved - 3/8/2022  
Approved - 3/8/2022  
Approved - 3/9/2022  
Approved - 3/9/2022  
Approved - 3/10/2022  
Final Approval - 3/10/2022





**INYO COUNTY  
DEPARTMENT OF PUBLIC WORKS**

Request for Proposals for Environmental and Engineering  
Consultant Services

In support of

Miscellaneous Guardrail Project

County Project TR-21-026

**Release: April 1, 2022**

**Due Date: April 30, 2022**

Inyo County Department of Public Works  
168 N. Edwards Street / PO Drawer Q  
Independence, CA 93526

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**Miscellaneous Guardrail Project**

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| Locations of Guardrails                  |    |

## INTRODUCTION

The Inyo County Department of Public Works (County) is requesting proposals for Environmental and Engineering Consultant services in support of a County-wide guardrail replacement project.

The Miscellaneous Guardrail Project (Project) is funded through the RMRA (SB-1) account using state-only funds. The Consultant is expected to thoroughly understand and will be required to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed available funding unless additional funding sources are identified and secured prior to contract award or prior to a properly executed amendment for cost increases. The performance period of the contract shall be from the date approved by the Inyo County Board of Supervisors to the completion of the Design phase.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP and Clarifications, if issued, will be sent to all prospective Consultants the County has specifically e-mailed a copy of the RFP to and will be posted on the County website at: <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp>

It shall be the Consultant's responsibility to check the County website to obtain any addenda that may be issued. All addenda and clarifications will be posted and distributed a minimum of 72 hours prior to due date.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/USB of the Consultant's proposal. The hard copies and CD/USB shall be mailed or submitted to the below address prior to **3:30 PM, DUE DATE: April 30th, 2022.**

Inyo County Public Works  
168 N. Edwards Street/ PO Drawer Q  
Independence, CA 93526  
Attn: Greg Waters

Proposals shall be submitted in a sealed package clearly marked "**Miscellaneous Guardrail Project – Environmental and Engineering Consultant Services**"

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **3:30 P.M., April 30th, 2022.**

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Inyo County Board of Supervisors.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: 4/30/2022 – 5/6/2022

Cost Negotiation with first ranked consultant: 5/6/2022 – 5/13/2022

Contract Award and Notice to Proceed: 6/3/2022\*

\*Contract award date is scheduled further out to leave time for Inyo County Board of Supervisors to approve.

Any questions related to this RFP shall be submitted in writing to the attention of Greg Waters via email at [gwaters@inyocounty.us](mailto:gwaters@inyocounty.us). Questions shall be submitted before 4:00 PM on **April 21, 2022**.

No oral question or inquiry about this RFP shall be accepted.

## PROJECT DESCRIPTION AND BACKGROUND

Inyo County is located in the rural, remote, and rugged granitic terrain of the Eastern Sierra Nevada Mountain Range. Elevation ranges from 4500-9000 feet above mean sea level. The proposed project consists of replacing multiple existing guardrails distributed around Inyo County to current standards.

A standard design and selection of appropriate terminal systems is proposed for all of the existing sites. It is anticipated that once survey data is obtained, the design phase should move along smoothly for the majority of the sites.

### SCOPE OF WORK

#### General:

The County is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Miscellaneous Guardrail Project to and through the design phase with additional tasks for bidding assistance.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the County included in the sample contract in Attachment 2.

#### Services to be Provided:

The Consultant selected shall provide all services to complete the PE phase for the Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** – A County Engineer, in responsible charge, will serve as the contract manager. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the County and consultant sub-contractors. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Preliminary Engineering Studies** – The general project work and locations have been identified but the consultant will need to define and refine the specifics to ensure the project's constructability. The Consultant should review all materials and ensure that the work plan is refined enough for a properly scoped environmental document. Consultant shall define, recommend, and design preferred end treatments where required for compliance. This task should be used for developing the design concepts and related activities needed to establish the parameters for final design and to ensure proper environmental scoping.

- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts (not anticipated), and the level of environmental clearance. Obtain necessary bench mark information from the County as available and tie the survey to existing benchmarks.

Reduce survey data and prepare a comprehensive base map which reflects right-of-way, existing conditions and proposed improvements. APE maps and contractor use areas should also be depicted as necessary. Identify location of any survey monuments that may be affected by construction and ensure that they are included in the Plans for preservation/protection.

Base map shall show proposed improvements. Plans are to be drawn in AutoCAD format 2014 or higher. All plans will be D size drawings 24" x 36". Consultant will submit to County 2 copy sets and 1 copy on CD or USB drive for review at the completion of the Base Mapping phase.

- **Environmental Studies and Documentation** – Complete the environmental review; including preparation of any required technical studies to complete the CEQA document. A categorical exemption with avoidance/minimization measures is anticipated. In case of any scope change due to project site conditions, the Consultant will provide all required professional environmental services necessary to obtain environmental clearance. The Consultant will also ensure the project design and construction documents comply with the requirements of the environmental document and any regulatory agency permits. Anticipated regulatory agency permits should be listed and level of effort needed to put them in place should be reasonably projected.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards (where applicable pursuant to location) and AASHTO Geometric Design guidelines to achieve project objectives. Participate in coordination meetings for ROW consultation as necessary. ROW issues are not expected. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget and schedule. Include any necessary erosion control and traffic control in the plans and specifications. PS&E shall be submitted to the County at 60%, 90%, and final contract documents.
- **Bid Process** (after PE phase completion, *optional*) – Provide an electronic copy and one hard copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The County will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. If needed, the Consultant shall respond to questions that arise during the bidding phase and prepare addendums which will be distributed by the County. Consultant services would only be requested for supporting the County on questions/addendums that exceed the technical experience of County staff.
- **Services during Construction** (CE funded, *optional task*) – The Consultant shall be available, if requested by the County, to assist in responding to Request for Information (RFI) and preparing and/or reviewing change orders if design related issues arise during construction. Revisions to the plans caused by a need for clarification or adjustments due to field conditions differing from plans shall be performed by the Consultant as part of the fixed fee.

**Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

**Method of Payment** – Actual Cost Plus Fixed Fee. The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the County before they incur work on the contract or the costs can be questioned or disallowed.

\*Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed in order to successfully implement the project.

**Minimum Qualifications of Personnel** – The Consultant shall meet the appropriate minimum qualifications as required by the scope of work included in this RFP.

**Corrections** – Corrections or revisions to the Design Calculations, Plans, Specifications, Quantity Calculations, Engineer’s Estimate and other documents prepared by the Consultant are anticipated and shall be considered a part of the normal design process. **No extension of time or fees shall be allowed for corrections as described herein above.**

**Equipment Requirements** - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

**Quality Control/Assurance Measures** – Implement and maintain quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratories.

**Materials to be provided by the Agency** – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the approved delivery schedule, cost estimate, and available funding.

**Work to be performed by the Agency** – The County will manage the Consultant contract and attend meetings.

**Conflict of Interest Requirements** - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency’s projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way

allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

**Project Schedule** – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart. Identify critical milestones and any anticipated review time needed.



## **APPENDIX A – PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

### **1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

Greg Waters  
Inyo County Public Works  
PO Drawer Q  
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Executive Summary**

### **3. Consultant Information, Qualifications & Experience**

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

### **4. Organization and Approach**

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

## **5. Scope of Work**

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe and clearly indicate project deliverables for each task and phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
  - a. Describe any critical engineering design issues associated with the project and how you will address these.
  - b. Describe any critical environmental issues and how you will address these. Explain whether the NEPA process will be a factor and any steps that can be taken to streamline the environmental process.
  - c. Describe any steps that could be taken to minimize cost and schedule.

## **6. Schedule of Work**

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

## **7. Conflict of Interest Statement**

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

## **8. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **9. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

## 10. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. Cost plus Fixed Fee.

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a **separate sealed** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Consultant shall prepare an Actual Cost-Plus-Fixed Fee estimate with monthly progress payments.



## APPENDIX B – PROPOSAL EVALUATION

### Evaluation Process

All proposals will be evaluated by a County of Inyo Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

The top three qualified Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process or will be destroyed accordingly. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

|   |                       | Rating Scale   |
|---|-----------------------|--|
| 0 | Not Acceptable        | Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.  |
| 1 | Poor                  | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.                                    |
| 2 | Fair                  | Has a reasonable probability of success, however, some objectives may not be met.  |
| 3 | Average               | Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. |
| 4 | Above Average/Good    | Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.  |
| 5 | Excellent/Exceptional | Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.              |

The Evaluation Criteria Summary and their respective weights are as follows:

| No.              | Written Evaluation Criteria          | Weight    |
|------------------|--------------------------------------|-----------|
| 1                | Completeness of Response             | Pass/Fail |
| 2                | Qualifications & Experience          | 20        |
| 3                | Organization & Approach              | 15        |
| 4                | Scope of Services to be Provided     | 20        |
| 5                | Schedule of Work                     | 10        |
| 6                | Conflict of Interest Statement       | Pass/Fail |
| 7                | Local Presence                       | 5         |
| 8                | References                           | 10        |
| 9                | Ability to Enter into Contract 146.1 | Pass/Fail |
| <b>Subtotal:</b> |                                      | <b>80</b> |

| No.              | Written Evaluation Criteria     | Weight     |
|------------------|---------------------------------|------------|
| 10               | Presentation by Team            | 10         |
| 11               | Q&A Response to Panel Questions | 10         |
| <b>Subtotal:</b> |                                 | <b>20</b>  |
| <b>Total:</b>    |                                 | <b>100</b> |

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Qualifications & Experience (20 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm, key personnel, and sub-consultants to conduct engineering services on both federal and state-aid projects.

**3. Organization & Approach (15 points)**

- a. Describes familiarity with project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).
  - iii. Overall organization of the team is relevant to County needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
  - ii. Team successfully addresses Site Planning and Programming efforts.

- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the County
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist County during the project.

**4. Scope of Services to be Provided (20 points)**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

**5. Schedule of Work (10 points)**

- a. Schedule shows completion of the work within or preferably prior to the County's overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and any required submittals for project management and State-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

**6. Conflict of Interest Statement (Pass/Fail)**

- a. Discloses any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

**7. Local Presence (5 points)**

- a. Provide a statement addressing firm's ability to establish an office within the County or surrounding area. The firm should be reasonably available and responsive regarding any on-site needs.

**8. References (10 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**9. Presentation by Team (10 points)**

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

**10. Q&A Response to Panel Questions (10 points)**

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

| No.          | Evaluation Criteria                  | Rating (0-5) | Weight    | Score (Rating*Weight) |
|--------------|--------------------------------------|--------------|-----------|-----------------------|
| 1            | Completeness of Response             | N/A          | Pass/Fail |                       |
| 2            | Qualifications & Experience          |              | 20        |                       |
| 3            | Organization & Approach              |              | 15        |                       |
| 4            | Scope of Services to be Provided     |              | 20        |                       |
| 5            | Schedule of Work                     |              | 10        |                       |
| 6            | Conflict of Interest Statement       | N/A          | Pass/Fail |                       |
| 7            | Local Presence                       |              | 5         |                       |
| 8            | References                           |              | 10        |                       |
| 9            | Ability to Enter into Contract 146.1 | N/A          | Pass/Fail |                       |
| 10           | Presentation by Team                 |              | 10        |                       |
| 11           | Q&A Response to Panel Questions      |              | 10        |                       |
| <b>Total</b> |                                      |              |           |                       |

**APPENDIX C – PROPOSED PROJECT SCHEDULE FROM GRANT APPLICATION**

**Project Schedule –**

| <b>General Schedule Overview per Grant Application</b> | <b>Start Date</b> | <b>Duration</b> | <b>End Date</b> |
|--|-------------------|-----------------|-----------------|
| RFP Advertising  | 4/1/2022          | 14              | 4/15/2022       |
| Consultant Response                                    | 4/15/2022         | 14              | 4/30/2022       |
| Proposal Review  | 4/30/2022         | 7               | 5/6/2022        |
| Consultant Selection and Price Negotiation             | 5/6/2022          | 7               | 5/13/2022       |
| Board Approval and Enter into Contract                 | 5/13/2022         | 21              | 6/3/2022        |
| PE Phase   | 6/3/2022          | 90              | 9/1/2022        |
| Construction Phase                                     | 9/1/2022          | 120             | 12/30/2022      |



**CONTRACT BETWEEN THE COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with \_\_\_\_\_ (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

**TERMS AND CONDITIONS**

**1. STATEMENT OF WORK**

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

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. PERFORMANCE PERIOD**

**(Choose Option 1 or Option 2)**

**Option 1 – Standard Contract**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. WORK SCHEDULE**

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

**4. ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

\_\_\_\_\_  
County of Inyo, Public Works Department  
P.O. Drawer Q  
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ \_\_\_\_\_.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

## 5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## 6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

## 7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **8. STATUS OF CONSULTANT**

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## **9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

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

## 10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## 11. COUNTY PROPERTY

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

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

## 12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

## 13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

## 14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## **15. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **16. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs



identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## **17. TERMINATION**

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

## **18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

## **19. ASSIGNMENT**

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

## **20. DEFAULT**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

## **21. WAIVER OF DEFAULT**

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

## **22. CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

## 23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

**24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## 26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D DO NOT APPLY.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## 27. POST CONTRACT COVENANT

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

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

## **28. SEVERABILITY**

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

## **29. FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **30. AMENDMENT/CHANGE IN TERMS**

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

**31. NOTICE**

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

**County of Inyo:**

\_\_\_\_\_ Department  
 \_\_\_\_\_ Address  
 \_\_\_\_\_ City and State

**Consultant:**

\_\_\_\_\_ Name  
 \_\_\_\_\_ Address  
 \_\_\_\_\_ City and State

**32. ENTIRE CONTRACT**

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

---o0o---

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

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

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

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

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



**ATTACHMENT A**  
**CONTRACT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

**ATTACHMENT B**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

**ATTACHMENT D**

**AND** CONTRACT BETWEEN COUNTY OF INYO  
FOR THE PROVISION OF CONSULTANT SERVICES

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**

**ATTACHMENT E**

**CONTRACT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**FEDERAL FUNDS ADDENDUM**

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.



## **Specifications 2**

### **Insurance Requirements for Professional Services**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

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

### *Other Insurance Provisions*

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

#### **Primary Coverage**

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

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

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

#### **Claims Made Policies**

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

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

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,



certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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

**Miscellaneous Guardrail Project TR-21-026**  
**RFP Scope of Work**  
**As of 3/3/2022**

| <b>Project Name</b>                                | <b>Latitude</b> | <b>Longitude</b> | <b>Elevation</b> | <b>Approximate LF</b> | <b>Priority</b> |                      |
|--|-----------------|------------------|------------------|-----------------------|-----------------|----------------------|
| <b>Guardrail Design</b>                            |                 |                  |                  |                       |                 |                      |
| Mummy Lane 1                                       | 37°21'31.27"N   | 118°27'1.37"W    | 4407             | TBD                   | High            |                      |
| Mummy Lane 2                                       | 37°21'29.18"N   | 118°27'1.31"W    | 4417             | TBD                   | High            |                      |
| Reata road   | 37°21'36.80"N   | 118°26'36.68"W   | 4356             | TBD                   | High            |                      |
| South Brockman Lane                                | 37°21'50.57"N   | 118°25'54.02"W   | 4275             | TBD                   | High            |                      |
| Sunland Drive                                      | 37°21'36.74"N   | 118°24'16.88"W   | 4170             | TBD                   | High            |                      |
| Poleta Road  | 37°21'41.51"N   | 118°23'10.02"W   | 4134             | TBD                   | High            |                      |
| Dixon Lane East of Saniger at Canal                | 37°23'25.58"N   | 118°24'17.38"W   | 4164             | TBD                   | Moderate        |                      |
| East Warm Springs Road -1st Bridge off US Hwy 395  | 37°19'30.60"N   | 118°23'6.54"W    | 4108             | TBD                   | High            |                      |
| East Warm Springs Road - 2nd Bridge off US Hwy 395 | 37°19'30.77"N   | 118°22'37.86"W   | 4095             | TBD                   | High            |                      |
| East Warm Springs Road - 3rd Bridge off US Hwy 395 | 37°19'31.25"N   | 118°21'24.59"W   | 4073             | TBD                   | Low             |                      |
| East Warm Springs Road - 4th Bridge off US Hwy 395 | 37°19'31.29"N   | 118°20'25.18"W   | 4064             | TBD                   | High            |                      |
| Whitney Portal Road - Hairpin                      | 36°35'22.10"N   | 118°14'2.99"W    | 8178             | TBD                   | High            |                      |
| Eastside Road, Just North of Redding Canyon        | 37°20'53.93"N   | 118°18'48.03"W   | 4104             | TBD                   | Moderate        |                      |
| Five Bridges Road West of Granite 1st Bridge       | 37°25'10.33"N   | 118°24'31.18"W   | 4165             | TBD                   | Low             |                      |
| Five Bridges Road West of Granite 2nd Bridge       | 37°25'10.39"N   | 118°24'33.62"W   | 4169             | TBD                   | Low             |                      |
| <b>Repair Projects</b>                             |                 |                  |                  |                       |                 |                      |
| Whitney Portal Road - Canal                        | 36°36'6.64"N    | 118° 4'23.09"W   | 3796             | TBD                   | High            |                      |
| Whitney Portal Road - Turnout                      | 36°35'46.75"N   | 118°12'46.99"W   | 7439             | TBD                   | High            | No photos, snowbound |
| Five Bridges Road at Owens River                   | 37°24'41.78"N   | 118°23'43.80"W   | 4141             | TBD                   | Moderate        |                      |
| Sabrina Bridge Below New Construction              | 37°13'0.23"N    | 118°36'27.03"W   | 8995             | TBD                   | Moderate        | No photos, snowbound |
| Sabrina Bridge Above New Construction              | 37°12'47.50"N   | 118°36'40.51"W   | 9084             | TBD                   | Moderate        | No photos, snowbound |
| Pine Creek Road 1st bridge Above Rovana            | 37°24'52.59"N   | 118°37'44.25"W   | 5445             | TBD                   | Low             |                      |
| Pine Creek Road 2nd Bridge Above Rovana            | 37°22'26.63"N   | 118°40'38.53"W   | 7012             | TBD                   | Low             |                      |

**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



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Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



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Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**





**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



**Miscellaneous Guardrail Project  
Mummy Lane 1<sup>st</sup> Bridge Off Highway 168**



**Miscellaneous Guardrail Project  
Mummy Lane 2<sup>nd</sup> Bridge Off Hwy 168**



**Miscellaneous Guardrail Project  
Mummy Lane 2<sup>nd</sup> Bridge Off Hwy 168**



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Mummy Lane 2<sup>nd</sup> Bridge Off Hwy 168**





**Miscellaneous Guardrail Project  
Mummy Lane 2<sup>nd</sup> Bridge Off Hwy 168**



**Miscellaneous Guardrail Project  
Reata Road**



**Miscellaneous Guardrail Project  
Reata Road**



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Reata Road**



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Reata Road**



**Miscellaneous Guardrail Project  
South Brockman Lane**



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Miscellaneous Guardrail Project  
Sunland Drive



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Sunland Drive**



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Sunland Drive**



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Sunland Drive**





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Sunland Drive**



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Sunland Drive



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Sunland Drive**



**Miscellaneous Guardrail Project  
Sunland Drive**



**Miscellaneous Guardrail Project  
Poleta Road**



Miscellaneous Guardrail Project  
Poleta Road



**Miscellaneous Guardrail Project  
Poleta Road**



**Miscellaneous Guardrail Project  
Poleta Road**





**Miscellaneous Guardrail Project  
Poleta Road**



**Miscellaneous Guardrail Project  
Poleta Road**



**Miscellaneous Guardrail Project  
Dixon Lane East of Saniger at Canal**



**Miscellaneous Guardrail Project  
Dixon Lane East of Saniger at Canal**



**Miscellaneous Guardrail Project  
Dixon Lane East of Saniger at Canal**



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Dixon Lane East of Saniger at Canal**



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Dixon Lane East of Saniger at Canal**



**Miscellaneous Guardrail Project  
Dixon Lane East of Saniger at Canal**





**Miscellaneous Guardrail Project  
East Warm Springs Road – 1<sup>st</sup> Bridge Off Hwy 395**



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East Warm Springs Road – 1<sup>st</sup> Bridge Off Hwy 395**



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**Miscellaneous Guardrail Project  
East Warm Springs Road – 2<sup>nd</sup> Bridge Off US Hwy 395**



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East Warm Springs Road – 2<sup>nd</sup> Bridge Off US Hwy 395**



**Miscellaneous Guardrail Project  
East Warm Springs Road – 3<sup>rd</sup> Bridge Off US Hwy 395**



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**Miscellaneous Guardrail Project  
East Warm Springs Road – 4<sup>th</sup> Bridge Off US Hwy 395**



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**Miscellaneous Guardrail Project  
East Warm Springs Road – 4<sup>th</sup> Bridge Off US Hwy 395**



**Miscellaneous Guardrail Project  
Whitney Portal Road - Hairpin**



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Whitney Portal Road - Hairpin**



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Whitney Portal Road - Hairpin**



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Whitney Portal Road - Hairpin



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Whitney Portal Road - Hairpin**





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Whitney Portal Road - Hairpin**



**Miscellaneous Guardrail Project  
Whitney Portal Road - Hairpin**



**Miscellaneous Guardrail Project  
Eastside Road, North of Redding Canyon**



**Miscellaneous Guardrail Project  
Eastside Road, North of Redding Canyon**



**Miscellaneous Guardrail Project  
Eastside Road, North of Redding Canyon**



**Miscellaneous Guardrail Project  
Five Bridges West of Granite 1<sup>st</sup> Bridge**



**Miscellaneous Guardrail Project  
Five Bridges West of Granite 1<sup>st</sup> Bridge**



**Miscellaneous Guardrail Project  
Five Bridges West of Granite 1<sup>st</sup> Bridge**





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**Miscellaneous Guardrail Project  
Five Bridges West of Granite 1<sup>st</sup> Bridge**



**Miscellaneous Guardrail Project  
Five Bridges Road West of Granite 2nd Bridge**



**Miscellaneous Guardrail Project  
Five Bridges Road West of Granite 2nd Bridge**



**Miscellaneous Guardrail Project  
Five Bridges Road West of Granite 2nd Bridge**



**Miscellaneous Guardrail Project  
Five Bridges Road West of Granite 2nd Bridge**





**Miscellaneous Guardrail Project  
Whitney Portal Canal**



**Miscellaneous Guardrail Project  
Whitney Portal Canal**



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Whitney Portal Canal**



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Whitney Portal Canal**



Miscellaneous Guardrail Project  
Whitney Portal Canal





Miscellaneous Guardrail Project  
Whitney Portal Canal



Miscellaneous Guardrail Project  
Whitney Portal Canal



Miscellaneous Guardrail Project  
Whitney Portal Canal



Miscellaneous Guardrail Project  
Whitney Portal Canal



**CAUTION**



TRINITY HIGHWAY PRODUCTS, LLC

This product should be located, assembled, and maintained as set forth by the local highway authority specifying its use. Please follow all directions and recommendations set forth in the product manuals related to this system. This product should be assembled specifically as directed therein. All assemblers and users should heed all warnings and cautions set forth. Failure to follow the assembly directions and recommendations will result in a use of this system in a manner which has been untested. Copies of product manuals and answers to questions can be obtained by contacting the Customer Service Department at (800) 527-6050, (800) 323-6374 (USA only), (312) 467-6750 (outside USA) or by visiting [www.TrinityHighway.com](http://www.TrinityHighway.com).

SALES ORDER # \_\_\_\_\_  
PART # \_\_\_\_\_  
SERIAL # \_\_\_\_\_  
DATE MFG \_\_\_\_\_



For Patent Information  
[www.THPPatents.com](http://www.THPPatents.com)

QuadGuard  
DISC. EN. 114584  
N. 114461

Miscellaneous Guardrail Project  
Whitney Portal Canal



Miscellaneous Guardrail Project  
Whitney Portal Canal



**Miscellaneous Guardrail Project  
Whitney Portal Canal**



Miscellaneous Guardrail Project  
Whitney Portal Canal





**Miscellaneous Guardrail Project  
Five Bridges at Owens River**



**Miscellaneous Guardrail Project  
Five Bridges at Owens River**



**Miscellaneous Guardrail Project  
Five Bridges at Owens River**



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Five Bridges at Owens River**



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Five Bridges at Owens River**



**Miscellaneous Guardrail Project  
Five Bridges at Owens River**





**Miscellaneous Guardrail Project  
Pine Creek Road 1<sup>st</sup> Bridge Above Rovana**



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Pine Creek Road 1<sup>st</sup> Bridge Above Rovana**



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Pine Creek Road 2<sup>nd</sup> Bridge Above Rovana**



**Miscellaneous Guardrail Project  
Pine Creek Road 2<sup>nd</sup> Bridge Above Rovana**





# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Resolution exempting the County from the implementation of the organic waste diversion program

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2022-10, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Senate Bill No. 1383 is a statewide effort to reduce emissions of short-lived climate pollutants, to reduce statewide disposal of organic waste by 50% by January 1, 2020 and by 75% by January 1, 2025. Allowing waivers for this amount of material avoids placing disproportionate economic costs on a small portion of the state's population without significantly impacting the state's ability to achieve the organic recovery target.

The attached resolution authorizes a rural waiver as the jurisdiction meets the thresholds.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

With the amounts of organic waste generated in Inyo County and the distance to accessible processing facilities, it is not economically feasible for the County to require organic diversion at this time. It is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county as the cost for a composting facility could be anywhere from \$7 million to \$11 million, depending on siting factors.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There are no costs associated with adopting this resolution.



**ATTACHMENTS:**

1. Resolution Regarding SB 1383

**APPROVALS:**

Darcy Ellis

Teresa Elliott

John Vallejo

Michael Errante

Created/Initiated - 3/9/2022

Approved - 3/9/2022

Approved - 3/9/2022

Final Approval - 3/10/2022

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO,  
STATE OF CALIFORNIA, OPTING TO AFFIRM AN EXEMPTION FROM THE  
REQUIREMENTS OF MANDATORY ORGANICS COLLECTION SERVICES**

**WHEREAS**, Inyo County is committed to meeting the solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan; and

**WHEREAS** Inyo County is committed to meeting its mandatory commercial recycling requirements, pursuant to PRC, Section 42649.3, through program implementation as clarified in the Model Mandatory Commercial Recycling Program for Rural Counties; and

**WHEREAS**, Senate Bill (SB) 1383 (Lara, 2016) was signed into law and established methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025 and increase edible food recovery by 20 percent by 2025; and

**WHEREAS**, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations in Title 14 Natural Resources, Division 7, Chapter 12, Short-lived Climate Pollutants in the California Code of Regulations to implement the goals in SB 1383; and

**WHEREAS**, Chapter 12 Article 3 (commencing with Section 18984) Organic Waste Collection Services requires jurisdictions to implement an organic waste diversion program that provides organic waste collection services to all businesses and residences; and

**WHEREAS**, Section 18984.12(c) allows the Board of Supervisors of a rural county to adopt a resolution exempting the county from the requirements of Article 3 based upon findings as to the purpose of and need for the exemption; and

**WHEREAS**, Section 42649.8 of the Public Resources Code defines a rural county as a county that has a total population of less than 70,000 persons; and

**WHEREAS**, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent only 2.0% of the statewide waste stream; and

**WHEREAS**, organic waste generators within rural jurisdictions that meet the definition of "Rural Jurisdiction" in Section 42649.8 of the Public Resources Code that are exempted pursuant to paragraph (1) of subdivisions (c) of Section 18984.12 are not required to comply with the organic waste collection requirements specified in Article 3; and

**WHEREAS**, Inyo County has a population of 19,016 persons, which is less than 70,000 persons, as of the California Department of Finance's most current population estimate; and

**WHEREAS**, Inyo County does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county; and

**WHEREAS**, with the amounts of organic waste generated in Inyo County, it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county as the cost for a composting facility could be anywhere from \$7-11 million, depending on siting factors; and

**WHEREAS**, with the amounts of organic waste generated in Inyo County and the distance to accessible processing facilities, it is not economically feasible for the County to require organic diversion at this time; and

**WHEREAS**, Inyo County is committed to continuing to pursue economically feasible alternatives for organic management; and

**WHEREAS**, Inyo County is committed to encouraging businesses and residences to reduce and recycle organic materials; and

**WHEREAS**, on December 31, 2026, this exemption shall become inoperative, unless subsequent legislation or department regulations or approvals extends the rural exemptions beyond that date, at which time portions of the county may qualify for the low population waiver (census tracts with less than 75 people per square mile);

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** The above recitals are hereby adopted as findings of the Board and Inyo County affirms its exemption from the requirements of Article 3 of Title 14, Division 7, Chapter 12 of the California Code of Regulations (commencing with Section 18984) Organic Waste Collection Services.

**PASSED AND ADOPTED** on this 15 day of March 2022, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Dan Totheroh, Chairperson  
Inyo County Board of Supervisors

ATTEST:

LESLIE CHAPMAN  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Consideration of waiver of fees for Lower Owens River Clean-Up Event

---

**RECOMMENDED ACTION:**

Request Board consider approval of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 23, 2022.

**SUMMARY/JUSTIFICATION:**

As a community service, the California Waterfowl Association is holding a Clean-Up of the Lower Owens River event on Saturday, April 23, 2022. The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. The California Waterfowl Association will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River Clean-Up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant. This is the eighth year for the event. Your Board has waived fees for the past seven years and the lost revenue was minimal.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

**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 fees.

**ATTACHMENTS:**

1. Waiver Request

**APPROVALS:**

Teresa Elliott  
Darcy Ellis  
Teresa Elliott  
John Vallejo  
Amy Shepherd  
Michael Errante

Created/Initiated - 2/25/2022  
Approved - 2/25/2022  
Approved - 2/25/2022  
Approved - 2/25/2022  
Approved - 2/25/2022  
Final Approval - 2/25/2022

To: Inyo Recycling and Waste Management

From: Chris Leonard

Lead organizer of volunteer labor Owens River Clean Up; April 23, 2022

Contact number - 818.288.3271

Re: Request for waiver of dump fees for April 23, 2022 cleanup of Owens River

I am organizing a volunteer cleanup of the Owens River for the morning of Saturday, April 23, 2022. The cleanup is scheduled from 8AM – 12PM. Volunteers will meet at the Pleasant Valley Campground at 8AM. We will begin clean up around that area. If we get a large number of volunteers, groups will move further down towards Line Street and Warm Springs. This is an annual event. Each year we have collected a lot of litter and trash from the river, beautifying the area for locals and guests alike. The idea came to me in February 2014, when I noticed garbage scattered around the river. This includes, but isn't limited to: spent fishing line, spent shotgun shells, empty beer and soda cans and bottles, food wrappers, etc. I presented the idea first to California Waterfowl Association, and they are helping me organize the cleanup. Other local businesses/ groups have also stepped forward to help sponsor the event.

Sponsors include: California Waterfowl Association (lunch for volunteers), Preferred Septic and Disposal (dumpster), Silver Lake Resort (three hundred trash bags), Trout Unlimited (two hundred trash bags), Caltrout (lunch for volunteers), all volunteers who show up on the morning of April 23, 2022, to assist with the removal of the trash from the river area, and collect it for proper disposal. I expect 60 - 100 volunteers the morning of April 23, 2022.

I would like to request from Inyo Recycling and Waste Management that dumping fees be waived for this volunteer community project. Preferred Septic and Disposal will furnish a dumpster on Friday, April 22, and they will pick it up for dumping on Monday, April 25, 2022. I understand that recyclables need to be separated, and that can be done.

This project is simply taking garbage that has been inappropriately thrown out, and finding a proper place for it, to make our community a bit cleaner, putting our best foot forward for the local people who come to experience the river, and the guests who visit it as well.

Thank you for your support.



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Leslie Chapman

**SUBJECT:** Approval of Resolution and Budget Amendment

---

**RECOMMENDED ACTION:**

Request Board approve and authorize the Chairperson to sign a resolution authorizing a grant to assist Inyo-Mono Advocates for Community Action (IMACA) to manage and administer community benefit programs to residents of Inyo County, and if resolution is approved:

- A) Amend the Fiscal Year 2021-2022 Contingencies Budget (087100) as follows: reduce appropriation in Contingencies (5902) by \$100,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2021-2022 General Revenues and Expenditures Budget (011900) as follows: increase appropriation in Other Agency Contribution (5539) by \$100,000 (*4/5ths vote required*).

**SUMMARY/JUSTIFICATION:**

On February 18, 2022, Inyo County received a letter explaining that IMACA is in a financial crisis and seeking funding in the amount of \$100,000 to help provide continuity of services to economically vulnerable community members, while transferring certain programs to other viable agencies. For example, IMACA's core services include the food bank, weatherization programs and utility assistance, while Continuum of Care and Community Connections for Children plus preschool programs will be better served by other agencies with similar programs. Unfortunately, the magnitude of the financial and cash flow deficiencies were only discovered during the last several months, forcing IMACA to seek assistance from its fellow agencies in order to insure continuity of services to Inyo's citizens. As such, your Board is asked to make an appropriation from the contingencies budget in order to contribute \$100,000 in the form of a grant.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Resolution or Budget Amendment which could ultimately negatively impact some residents of Inyo County.

**OTHER AGENCY INVOLVEMENT:**

IMACA

**FINANCING:**

There are sufficient funds in the Contingencies Budget (087100) to facilitate this request.

**ATTACHMENTS:**

1. Inyo County Funding Request
2. Inyo County IMACA Resolution

**APPROVALS:**

|                    |                               |
|--------------------|-------------------------------|
| Denelle Carrington | Created/Initiated - 2/23/2022 |
| Darcy Ellis        | Approved - 2/23/2022          |
| Denelle Carrington | Approved - 2/23/2022          |
| Leslie Chapman     | Approved - 3/10/2022          |
| John Vallejo       | Approved - 3/10/2022          |
| Leslie Chapman     | Approved - 3/10/2022          |
| John Vallejo       | Approved - 3/10/2022          |
| Amy Shepherd       | Final Approval - 3/10/2022    |





February 18, 2022

Dear Inyo County Board of Supervisors:

Inyo Mono Advocates for Community Action is facing a fiscal crisis and urgently seeking funding that will allow the organization to continue providing needed public services to economically vulnerable community members. IMACA is working quickly to determine what programs we have the funding and capacity to continue to implement directly and which programs can be transferred to other community partners. While IMACA has left no stone unturned in working to avoid the current situation, given the severity of our cash flow crisis and our current lack of organizational capacity, it will be necessary to close-down some programs. Clearly, maintaining programs and handing off programs in an orderly fashion are the most preferable outcomes, but IMACA needs additional funds beyond what we currently have available to us to be able to do so. Even despite contract advances that have proved a lifeline for us recently, IMACA could easily run out of funds for programs and staff payroll by mid-March 2022 without a substantial additional cash infusion. IMACA is reaching out to a wide range of partners for funding support, with the dual intent of continuing to provide vital continuity of services as long as possible as well as allowing for additional time to relocate programs that we cannot currently afford to maintain.

On behalf of the IMACA Board of Directors, I respectfully come before you today to formally request \$100,000 of funding. We arrived at this number because we calculate we will need \$400,000 total in the near future, and have already approached Mono County and the City of Bishop for \$100,000 each. The Town of Mammoth Lakes authorized a grant of \$100,000 at its February 16 Town Council meeting.

In consultation with our contracted accounting team, IMACA is working diligently to conduct a comprehensive fiscal assessment of our current situation and create a strong rebuilding plan paired to a healthy revised budget, but this is an intense and time-consuming process. We anticipate that our team will have full and detailed information to share with partners and funders in April 2022.

Thank you very much for your consideration. I am happy to answer any questions you may have and provide additional details.

Kate Morley, MSc  
Executive Director

Administration  
Preschool  
Food Bank  
Utility Assistance  
Weatherization  
180 Clarke St  
Bishop, CA 93514  
(760) 873-8557  
(760) 874-1190 FAX  
www.imaca.net  
info@imaca.net

Homeless and  
Housing  
Navigation Centers  
Bishop Center  
137 E South St  
Bishop, CA 93514  
(760) 873-7709  
(760) 874-1191 FAX  
Mammoth Center  
625 Old Mammoth Rd.  
Mammoth Lakes, CA  
93546  
(760) 873-7709  
(760) 874-1191 FAX

Community  
Connections for  
Children  
625 Old Mammoth Rd.  
Mammoth Lakes, CA  
93546  
(760) 934-3343  
(760) 934-2075 FAX

IMACA is a Non-Profit,  
Tax-Exempt organi-  
zation under Section  
501(c)(3) of the IRS  
Code.  
EIN: 95-3508750

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE  
OF CALIFORNIA AUTHORIZING A GRANT TO ASSIST  
MONO ADVOCATES FOR COMMUNITY ACTION (IMACA) TO MANAGE AND  
ADMINISTER COMMUNITY BENEFIT PROGRAMS TO RESIDENTS OF INYO  
COUNTY AND TAKING AND AUTHORIZING OTHER  
ACTIONS RELATING THERETO**

**WHEREAS**, the Board of Supervisors has supported community-first programs to protect the health, welfare, and safety of residents by providing for basic needs such as food and shelter; and

**WHEREAS**, Inyo Mono Advocates for Community Action (“IMACA”) has provided community support services in Inyo County, including but not limited to transitional housing and other continuum of care-related services, food distribution, in-home childcare, and pre-school programs; and

**WHEREAS**, IMACA has informed the County of Inyo and other agencies that IMACA is experiencing a financial crisis that may result in the discontinuation of vital community support services within the next 30 days, impacting the health, welfare, and safety of residents; and

**WHEREAS**, IMACA has an immediate need for funding to meet administrative and program expenses to avoid or postpone the discontinuation of supported programs; and

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO RESOLVES** that:

**SECTION ONE:** A grant in the amount of One Hundred Thousand Dollars (\$100,000) is authorized to be made to IMACA to assist with managing and administration of community support services, subject to the terms and conditions of this Resolution, including the execution by IMACA of a grant agreement approved as to form by the County Administrative Officer or designee and the County Counsel.

**SECTION TWO:** The Auditor-Controller is directed to amend the Fiscal Year 2021-22 Budget by decreasing the Contingencies Budget (087100), object code Contingencies (5901) by \$100,000 and increasing the General Revenues and Expenditures Budget (011900), object code Other Agency Contribution (5539) by \$100,000 to fund community programs provided to residents of Inyo County by IMACA.

**SECTION THREE:** The County Administrative Officer or designee is hereby authorized to take such further actions and to approve such further transactions or to execute such agreements as may be necessary or convenient to implement this Resolution; provided, however, that any action, transaction, or agreement shall require the approval of the Board of Supervisors if it conflicts with the actions, transactions, or agreements authorized or contemplated by this Resolution. Any agreement executed pursuant to this Section shall require the approval of the County Counsel as to form.

**SECTION FOUR:** This Resolution is a direction to County staff and is not intended to constitute a contract or other obligation in favor of IMACA or any other entity. The Board of Supervisors reserves the right to amend or repeal this Resolution from time to time in its sole and absolute discretion.

**SECTION FIVE:** In adopting this Resolution, the Board of Supervisors finds that the financial support of IMACA benefits the community; serves a public purpose; and advances public health, welfare, and safety in Inyo County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote of the Inyo County Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chairperson, Inyo County Board of Supervisors

Attest: Leslie L. Chapman

Clerk of the Board

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

Assistant Clerk of the Board



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Supervisor Jennifer Roeser

**SUBJECT:** Possible Opposition to Senate Bills 866 and 871 and Assembly Bill 1993, sponsored by Supervisor Roeser

---

**RECOMMENDED ACTION:**

Request Board discuss and possibly authorize staff to draft and send a letter of opposition to Senate Bill 866 and/or SB 871 and/or Assembly Bill 1993.

**SUMMARY/JUSTIFICATION:**

This item proposes adopting positions in opposition to: 1) SB 866 (Wiener, Pan), which would allow a minor 12 years of age or older to consent to COVID-19 vaccination without the consent or knowledge of their parent or guardian; 2) SB 871 (Pan), which would mandate full immunization against COVID-19 as a condition of admitting a child as a pupil of any public or private K-12 school, childcare center, day nursery, family day care home or development center; and 3) AB 1993 (Newman, Pan, Wiener), which would require both private and public employers to require employees or independent contractors to show proof to the employer that they have been fully vaccinated against COVID-19.

In October 2021 Governor Newsom announced a statewide school vaccination mandate. Although the governor has defended his first-in-the-nation vaccine mandates, he's also taken pains to emphasize that the personal belief exemption for students leaves "plenty of latitude for families to make decisions." Under state law, only the Legislature may remove the personal belief exemption. That point was brought to the forefront after a San Diego judge struck down San Diego Unified School District's COVID-19 vaccine mandate for students, Superior Judge John Meyer said the district's mandate, which does not allow for religious or personal belief exemptions, goes against state law stating only the state legislature can implement such mandates without exemptions. Both of these bills were introduced shortly after the court decision.

The vaccines have undoubtedly helped protect millions of people, and there are surely others who could benefit from obtaining this treatment. But convincing those who are hesitant requires room for discussion and disagreement. Instead, allowing vaccination of our children without parental consent and mandating vaccination despite an individual's religious or personal beliefs is akin to holding education and childcare hostage in a "take it or leave it" approach that will undoubtedly sow more division and distrust, rather than promote unity and the public's health.

The COVID-19 pandemic has resulted in widespread and prolonged school closures since March of 2020. Alarming, the achievement gap in education appears to be widening and many Californians have reported depression and other social and academic struggles among school children. Isolation, physical distancing

requirements, remote learning environments, and stressful home environments have all contributed to the significant challenges California's children are facing. As we all begin turning the corner in the fight to return to normalcy, now is not the time to alienate families by forcing them to choose between their religious and personal beliefs and the enormous social and economic consequences of having to choose to keep their children home and out of school.

Additionally, possible negative impacts from AB 1993 could include a decline in employee morale and engagement in businesses staffed by individuals that complied through state coercion; increased turnover in an environment where staffing is already very difficult; burdening businesses -- already struggling with inflation and lost revenue -- with the costs and complexities of planning and implementing a vaccine mandate; an exodus of local businesses and citizens from the State of California.

I recommend our Board adopt a position in opposition to SB 866, SB 871, and AB 1993 and authorize the Chairperson to sign and staff to draft and send correspondence to the appropriate officials.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Our Board could consider authorizing one of the potential actions described above, or neither of them.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Senate Bill 866
2. Senate Bill 871
3. Assembly Bill 1993
4. Assembly Bill 2098 (Similar to the Other Bills)
5. EXAMPLE - Kern County Letter Opposing SB 861 & SB 871

**APPROVALS:**

Darcy Ellis  
Leslie Chapman  
Jennifer Roeser

Created/Initiated - 3/9/2022  
Approved - 3/10/2022  
Final Approval - 3/10/2022

**Introduced by Senators Wiener and Pan**  
(Principal coauthor: Assembly Member Wicks)  
**(Coauthor: Senator Newman)**  
(Coauthors: Assembly Members Aguiar-Curry, Friedman, Low, Ting,  
and Akilah Weber)

January 20, 2022

---

An act to add Section 6931 to the Family Code, relating to minors.

LEGISLATIVE COUNSEL'S DIGEST

SB 866, as introduced, Wiener. Minors: vaccine consent.

Existing law prescribes various circumstances under which a minor may consent to their medical care and treatment without the consent of a parent or guardian. These circumstances include, among others, authorizing a minor 12 years of age or older who may have come into contact with an infectious, contagious, or communicable disease to consent to medical care related to the diagnosis or treatment of the disease, if the disease or condition is one that is required by law or regulation to be reported to the local health officer, or is a related sexually transmitted disease, as may be determined by the State Public Health Officer.

This bill would additionally authorize a minor 12 years of age or older to consent to vaccines that meet specified federal agency criteria. The bill would authorize a vaccine provider, as defined, to administer a vaccine pursuant to the bill, but would not authorize the vaccine provider to provide any service that is otherwise outside the vaccine provider's scope of practice.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 6931 is added to the Family Code, to  
2 read:

3 6931. (a) A minor 12 years of age or older may consent to a  
4 vaccine that is approved by the United States Food and Drug  
5 Administration and meets the recommendations of the Advisory  
6 Committee on Immunization Practices (ACIP) of the federal  
7 Centers for Disease Control and Prevention (ACIP) without the  
8 consent of the parent or guardian of the minor.

9 (b) An authorized vaccine provider may administer a vaccine  
10 pursuant to subdivision (a). For purposes of this section,  
11 “authorized vaccine provider” means a person licensed pursuant  
12 to Division 2 (commencing with Section 500) of the Business and  
13 Professions Code or a clinic or health facility licensed pursuant to  
14 Division 2 (commencing with Section 1200 of the Health and  
15 Safety Code), or any other provider authorized by the state.

16 (c) This section does not authorize a vaccine provider to provide  
17 any service that is otherwise outside the vaccine provider’s scope  
18 of practice.



## SB-871 Public health: immunizations. (2021-2022)

Senate: 1st Cmt

Assembly:

| Bill Status                 |  |
|-----------------------------|--|
| <b>Measure:</b>             | SB-871   |
| <b>Lead Authors:</b>        | Pan (S)  |
| <b>Principal Coauthors:</b> | Aguiar-Curry (A) , Newman (S) , Akilah Weber (A) , Wicks (A) , Wiener (S)  |
| <b>Coauthors:</b>           | -  |
| <b>Topic:</b>               | Public health: immunizations.  |
| <b>31st Day in Print:</b>   | 02/24/22   |
| <b>Title:</b>               | An act to amend Sections 120325 and 120335 of, and to repeal Section 120338 of, the Health and Safety Code, relating to public health. |
| <b>House Location:</b>      | Senate   |
| <b>Introduced Date:</b>     | 01/24/22   |
| <b>Committee Location:</b>  | Sen Health   |

| Type of Measure                    |
|------------------------------------|
| Active Bill - In Committee Process |
| Majority Vote Required             |
| Non-Appropriation                  |
| Fiscal Committee                   |
| State-Mandated Local Program       |
| Non-Urgency                        |
| Non-Tax levy                       |

| Last 5 History Actions |  |
|------------------------|--|
| Date                   | Action   |
| 02/24/22               | Referral to Com. on JUD. rescinded because of the limitations placed on committee hearings due to ongoing health and safety risks of the COVID-19 virus. |
| 02/23/22               | Referred to Coms. on HEALTH, ED., and JUD.   |
| 02/07/22               | Joint Rule 55 suspended. (Ayes 31. Noes 6. Page 2880.)   |
| 02/07/22               | (Ayes 31. Noes 6.)   |
| 02/07/22               | Art. IV. Sec. 8(a) of the Constitution dispensed with.   |



**Introduced by Senator Pan**

**(Principal coauthors: Senators Newman and Wiener)**

(Principal coauthors: Assembly Members Aguiar-Curry, Akilah Weber,  
and Wicks)

January 24, 2022

---

An act to amend Sections 120325 and 120335 of, and to repeal Section 120338 of, the Health and Safety Code, relating to public health.

LEGISLATIVE COUNSEL'S DIGEST

SB 871, as introduced, Pan. Public health: immunizations.

Existing law prohibits the governing authority of a school or other institution from unconditionally admitting any person as a pupil of any public or private elementary or secondary school, childcare center, day nursery, nursery school, family day care home, or development center, unless prior to their admission to that institution they have been fully immunized against various diseases, including measles, mumps, pertussis, hepatitis B, and any other disease deemed appropriate by the State Department of Public Health, as specified. Existing law authorizes an exemption from those provisions for medical reasons.

Under existing law, notwithstanding the above-described prohibition, full immunization against hepatitis B is not a condition by which the governing authority admits or advances a pupil to the 7th grade level of a public or private elementary or secondary school.

This bill would remove the above-described exception relating to hepatitis B. The bill would additionally prohibit the governing authority of a school or other institution from unconditionally admitting any person as a pupil of any public or private elementary or secondary school, childcare center, day nursery, nursery school, family day care home, or development center, unless prior to their admission to that

institution they have been fully immunized against COVID-19. To the extent that the bill would create new duties for school districts, the bill would impose a state-mandated local program.

For purposes of the additional immunizations deemed appropriate by the department, and that would be mandated before a pupil's first admission to the institution, existing law requires that exemptions be allowed for both medical reasons and personal beliefs.

This bill would repeal that provision, thereby removing the personal belief exemption from any additional immunization requirements deemed appropriate by the department.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 120325 of the Health and Safety Code
- 2 is amended to read:
- 3 120325. In enacting this chapter, but excluding Section 120380,
- 4 and in enacting Sections 120400, 120405, 120410, and 120415, it
- 5 is the intent of the Legislature to ~~provide:~~ *provide all of the*
- 6 *following:*
- 7 (a) A means for the eventual achievement of total immunization
- 8 of appropriate age groups against the following childhood diseases:
- 9 (1) Diphtheria.
- 10 (2) Hepatitis B.
- 11 (3) Haemophilus influenzae type b.
- 12 (4) Measles.
- 13 (5) Mumps.
- 14 (6) Pertussis (whooping cough).
- 15 (7) Poliomyelitis.
- 16 (8) Rubella.
- 17 (9) Tetanus.
- 18 (10) Varicella (chickenpox).

1 (11) COVID-19.

2 (H)

3 (12) Any other disease deemed appropriate by the department,  
4 taking into consideration the recommendations of the Advisory  
5 Committee on Immunization Practices of the United States  
6 Department of Health and Human Services, the American Academy  
7 of Pediatrics, and the American Academy of Family Physicians.

8 (b) That the persons required to be immunized be allowed to  
9 obtain immunizations from whatever medical source they so desire,  
10 subject only to the condition that the immunization be performed  
11 in accordance with the regulations of the department and that a  
12 record of the immunization is made in accordance with the  
13 regulations.

14 (c) Exemptions from immunization for medical reasons.

15 (d) For the keeping of adequate records of immunization so that  
16 health departments, schools, and other institutions, parents or  
17 guardians, and the persons immunized will be able to ascertain  
18 that a child is fully or only partially immunized, and so that  
19 appropriate public agencies will be able to ascertain the  
20 immunization needs of groups of children in schools or other  
21 institutions.

22 (e) Incentives to public health authorities to design innovative  
23 and creative programs that will promote and achieve full and timely  
24 immunization of children.

25 SEC. 2. Section 120335 of the Health and Safety Code is  
26 amended to read:

27 120335. (a) As used in this chapter, "governing authority"  
28 means the governing board of each school district or the authority  
29 of each other private or public institution responsible for the  
30 operation and control of the institution or the principal or  
31 administrator of each school or institution.

32 (b) The governing authority shall not unconditionally admit any  
33 person as a pupil of any private or public elementary or secondary  
34 school, child care center, day nursery, nursery school, family day  
35 care home, or development center, unless, prior to ~~his or her~~ *their*  
36 first admission to that institution, ~~he or she has~~ *they have* been  
37 fully immunized. The following are the diseases for which  
38 immunizations shall be documented:

39 (1) Diphtheria.

40 (2) Haemophilus influenzae type b.

- 1 (3) Measles.
- 2 (4) Mumps.
- 3 (5) Pertussis (whooping cough).
- 4 (6) Poliomyelitis.
- 5 (7) Rubella.
- 6 (8) Tetanus.
- 7 (9) Hepatitis B.
- 8 (10) Varicella (chickenpox).
- 9 (11) COVID-19.

10 ~~(11)~~

11 (12) Any other disease deemed appropriate by the department,  
12 taking into consideration the recommendations of the Advisory  
13 Committee on Immunization Practices of the United States  
14 Department of Health and Human Services, the American Academy  
15 of Pediatrics, and the American Academy of Family Physicians.

16 ~~(c) Notwithstanding subdivision (b), full immunization against  
17 hepatitis B shall not be a condition by which the governing  
18 authority shall admit or advance any pupil to the 7th grade level  
19 of any private or public elementary or secondary school.~~

20 ~~(d)~~

21 (c) The governing authority shall not unconditionally admit or  
22 advance any pupil to the 7th grade level of any private or public  
23 elementary or secondary school unless the pupil has been fully  
24 immunized against pertussis, including all pertussis boosters  
25 appropriate for the pupil's age.

26 ~~(e)~~

27 (d) The department may specify the immunizing agents that  
28 may be utilized and the manner in which immunizations are  
29 administered.

30 ~~(f)~~

31 (e) This section does not apply to a pupil in a home-based private  
32 school or a pupil who is enrolled in an independent study program  
33 pursuant to Article 5.5 (commencing with Section 51745) of  
34 Chapter 5 of Part 28 of *Division 4 of Title 2 of the Education Code*  
35 and does not receive classroom-based instruction.

36 ~~(g)~~

37 (f) (1) A pupil who, prior to January 1, 2016, submitted a letter  
38 or affidavit on file at a private or public elementary or secondary  
39 school, child day care center, day nursery, nursery school, family  
40 day care home, or development center stating beliefs opposed to

1 immunization shall be allowed enrollment to any private or public  
2 elementary or secondary school, child day care center, day nursery,  
3 nursery school, family day care home, or development center  
4 within the state until the pupil enrolls in the next grade span.

5 (2) For purposes of this subdivision, “grade span” means each  
6 of the following:

7 (A) Birth to preschool.

8 (B) Kindergarten and grades 1 to 6, inclusive, including  
9 transitional kindergarten.

10 (C) Grades 7 to 12, inclusive.

11 (3) Except as provided in this subdivision, on and after July 1,  
12 2016, the governing authority shall not unconditionally admit to  
13 any of those institutions specified in this subdivision for the first  
14 time, or admit or advance any pupil to 7th grade level, unless the  
15 pupil has been immunized for ~~his or her~~ *their* age as required by  
16 this section.

17 (h)

18 (g) This section does not prohibit a pupil who qualifies for an  
19 individualized education program, pursuant to federal law and  
20 Section 56026 of the Education Code, from accessing any special  
21 education and related services required by ~~his or her~~ *their*  
22 individualized education program.

23 SEC. 3. Section 120338 of the Health and Safety Code is  
24 repealed.

25 ~~120338. Notwithstanding Sections 120325 and 120335, any~~  
26 ~~immunizations deemed appropriate by the department pursuant to~~  
27 ~~paragraph (11) of subdivision (a) of Section 120325 or paragraph~~  
28 ~~(11) of subdivision (b) of Section 120335, may be mandated before~~  
29 ~~a pupil's first admission to any private or public elementary or~~  
30 ~~secondary school, child care center, day nursery, nursery school,~~  
31 ~~family day care home, or development center, only if exemptions~~  
32 ~~are allowed for both medical reasons and personal beliefs.~~

33 SEC. 4. If the Commission on State Mandates determines that  
34 this act contains costs mandated by the state, reimbursement to  
35 local agencies and school districts for those costs shall be made  
36 pursuant to Part 7 (commencing with Section 17500) of Division  
37 4 of Title 2 of the Government Code.



**SB-871 Public health: immunizations.** (2021-2022)

Senate: 1st Cmt

Assembly:

| Bill Status                 |  |
|-----------------------------|--|
| <b>Measure:</b>             | SB-871   |
| <b>Lead Authors:</b>        | Pan (S)  |
| <b>Principal Coauthors:</b> | Aguiar-Curry (A) , Newman (S) , Akilah Weber (A) , Wicks (A) , Wiener (S)  |
| <b>Coauthors:</b>           | -  |
| <b>Topic:</b>               | Public health: immunizations.  |
| <b>31st Day in Print:</b>   | 02/24/22   |
| <b>Title:</b>               | An act to amend Sections 120325 and 120335 of, and to repeal Section 120338 of, the Health and Safety Code, relating to public health. |
| <b>House Location:</b>      | Senate   |
| <b>Introduced Date:</b>     | 01/24/22   |
| <b>Committee Location:</b>  | Sen Health   |

| Type of Measure                    |
|------------------------------------|
| Active Bill - In Committee Process |
| Majority Vote Required             |
| Non-Appropriation                  |
| Fiscal Committee                   |
| State-Mandated Local Program       |
| Non-Urgency                        |
| Non-Tax levy                       |

| Last 5 History Actions |  |
|------------------------|--|
| Date                   | Action   |
| 02/24/22               | Referral to Com. on JUD. rescinded because of the limitations placed on committee hearings due to ongoing health and safety risks of the COVID-19 virus. |
| 02/23/22               | Referred to Coms. on HEALTH, ED., and JUD.   |
| 02/07/22               | Joint Rule 55 suspended. (Ayes 31. Noes 6. Page 2880.)   |
| 02/07/22               | (Ayes 31. Noes 6.)   |
| 02/07/22               | Art. IV. Sec. 8(a) of the Constitution dispensed with.   |

**ASSEMBLY BILL**

**No. 1993**

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**Introduced by Assembly Members Wicks, Aguiar-Curry, Low, and  
Akilah Weber**

(Principal coauthors: Senators Newman, Pan, and Wiener)

**(Coauthors: Assembly Members Quirk and Stone)**

(Coauthor: Senator Dodd)

February 10, 2022

---

An act to add Section 12940.4 to the Government Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

AB 1993, as introduced, Wicks. Employment: COVID-19 vaccination requirements.

Existing law, the California Fair Employment and Housing Act (FEHA), establishes the Department of Fair Employment and Housing within the Business, Consumer Services, and Housing Agency and sets forth its powers and duties relating to the enforcement of civil rights laws with respect to housing and employment.

Existing federal law, the Federal Food, Drug, and Cosmetic Act, authorizes the United States Secretary of Health and Human Services to approve new drugs and products, including vaccines, for introduction into interstate commerce, and authorizes the secretary to authorize vaccines for use in an emergency upon declaring a public health emergency. On February 4, 2020, the secretary determined that there is a public health emergency and declared circumstances exist justifying the authorization of emergency use of drugs and biological products. The secretary subsequently authorized the emergency use of 3 vaccines

for the prevention of COVID-19, and on August 23, 2021, the secretary approved a vaccine for the prevention of COVID-19.

The California Emergency Services Act authorizes the Governor to declare a state of emergency during conditions of disaster or extreme peril to persons or property, including epidemics. On March 4, 2020, the Governor declared a state of emergency relating to the COVID-19 pandemic. Pursuant to this authority, the Governor issued several executive orders requiring individuals in specified employment, health care, school, or other settings to provide proof of a COVID-19 vaccination status, unless specified exceptions are met.

This bill would require an employer to require each person who is an employee or independent contractor, and who is eligible to receive the COVID-19 vaccine, to show proof to the employer, or an authorized agent thereof, that the person has been vaccinated against COVID-19. This bill would establish an exception from this vaccination requirement for a person who is ineligible to receive a COVID-19 vaccine due to a medical condition or disability or because of a sincerely held religious belief, as specified, and would require compliance with various other state and federal laws. The bill would require proof-of-vaccination status to be obtained in a manner that complies with federal and state privacy laws and not be retained by the employer, unless the person authorizes the employer to retain proof.

This bill would require, on January 1, 2023, each employer to affirm, in a form and manner provided by the department, that each employee or independent contractor complied with these provisions, and would require the employer to affirm that each new employee or independent contractor is in compliance at the time of hiring or contracting with that person. The bill would require the department to impose a penalty of an unspecified amount on an employer for any violation of these provisions.

This bill would repeal these provisions when the federal Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices determines that COVID-19 vaccinations are no longer necessary for the health and safety of individuals.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

This bill would declare that its provisions are severable.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.



*The people of the State of California do enact as follows:*

1 SECTION 1. Section 12940.4 is added to the Government  
2 Code, to read:

3 12940.4. (a) Notwithstanding any provision of this chapter or  
4 any other law, an employer shall require each employee or  
5 independent contractor to provide proof to the employer, or an  
6 authorized agent thereof, that the person has been vaccinated  
7 against COVID-19.

8 (b) For purposes of this section, the following definitions apply:

9 (1) "Proof" means valid documentation of the person's  
10 COVID-19 vaccination record, which may be their vaccine card  
11 or a copy or a digital version thereof, as provided by their health  
12 care provider, the State Department of Public Health, or another  
13 state or federal agency.

14 (2) (A) "Vaccinated against COVID-19" means that the person  
15 is fully vaccinated against COVID-19 by a vaccine authorized by  
16 the United States Food and Drug Administration or the World  
17 Health Organization.

18 (B) Notwithstanding subparagraph (A), a person is considered  
19 "vaccinated against COVID-19" for purposes of this section if the  
20 person has received the first dose of a two-dose COVID-19 vaccine  
21 authorized by the United States Food and Drug Administration or  
22 the World Health Organization, provides proof of that first dose,  
23 and provides proof of receiving the second dose of the vaccine  
24 within 45 days after receiving the first dose.

25 (c) (1) The requirement that a person be "vaccinated against  
26 COVID-19" pursuant to subdivision (a) does not apply to a person  
27 who is ineligible to receive a COVID-19 vaccine due to a medical  
28 condition or disability or because of a sincerely held religious  
29 belief that precludes the person from receiving a vaccination,  
30 subject to verification thereof, and in compliance with this chapter  
31 and other state and federal laws, including the reasonable  
32 accommodation provisions of the federal Americans with  
33 Disabilities Act of 1990 (Public Law 101-336) and Title VII of  
34 the federal Civil Rights Act of 1964 (Public Law 88-352).

35 (2) The department shall consult with the State Department of  
36 Public Health and the Division of Occupational Safety and Health  
37 to provide guidance to employers on what constitutes a medical

1 condition or disability, or a sincerely held religious belief, for  
2 purposes of this subdivision.

3 (d) (1) Proof-of-vaccination status required pursuant to this  
4 section shall be obtained in a manner that complies with federal  
5 and state privacy laws and shall not be retained by the employer,  
6 unless the person authorizes the employer to retain proof.

7 (2) An employer or authorized agent that obtains  
8 proof-of-vaccination status pursuant to this section shall not share,  
9 transfer, or sell that information with or to a third party.

10 (3) The department shall provide guidance to employers on how  
11 to obtain and protect this information.

12 (e) (1) This section applies to both private and public employers.

13 (2) “Public employer,” for purposes of this section, means:

14 (A) The state and every state entity, including, but not limited  
15 to, the Legislature, the judicial branch, the University of California,  
16 and the California State University.

17 (B) A political subdivision of the state, or agency or  
18 instrumentality of the state or subdivision of the state, including,  
19 but not limited to, a city, county, city and county, charter city,  
20 charter county, school district, community college district, joint  
21 powers authority, joint powers agency, and any public agency,  
22 authority, board, commission, or district.

23 (f) (1) On January 1, 2023, each employer shall affirm, in a  
24 form and manner provided by the department, that each employee  
25 or independent contractor is in compliance with this section.

26 (2) After January 1, 2023, each employer shall affirm, in a form  
27 and manner determined by the department, that each new employee  
28 or independent contractor is in compliance with this section at the  
29 time of hiring or contracting with that person.

30 (g) The department shall impose a penalty of up to \_\_\_\_ dollars  
31 (\$\_\_\_\_) on an employer who violates this section.

32 (h) The Legislature finds and declares that protecting the public  
33 health and well-being of the people of California by requiring  
34 proof of vaccination against COVID-19 for employment pursuant  
35 to this section is a matter of statewide concern and is not a  
36 municipal affair as that term is used in Section 5 of Article XI of  
37 the California Constitution. Therefore, this section applies to all  
38 cities, including charter cities.

39 (i) This section shall remain operative until the federal Centers  
40 for Disease Control and Prevention’s Advisory Committee on

1 Immunization Practices determines that COVID-19 vaccinations  
2 are no longer necessary for the health and safety of individuals,  
3 and as of that date is repealed.

4 SEC. 2. The provisions of this act are severable. If any  
5 provision of this act or its application is held invalid, that invalidity  
6 shall not affect other provisions or applications that can be given  
7 effect without the invalid provision or application.



**AB-1993 Employment: COVID-19 vaccination requirements. (2021-2022)**

Senate: \_\_\_\_\_  
 Assembly 1st

| Bill Status                 |   |
|-----------------------------|---|
| <b>Measure:</b>             | AB-1993   |
| <b>Lead Authors:</b>        | Wicks (A) , Aguiar-Curry (A) , Low (A) , Akilah Weber (A)                     |
| <b>Principal Coauthors:</b> | Newman (S) , Pan (S) , Wiener (S)   |
| <b>Coauthors:</b>           | Dodd (S) , Quirk (A) , Stone (A)  |
| <b>Topic:</b>               | Employment: COVID-19 vaccination requirements.                                |
| <b>31st Day in Print:</b>   | 03/13/22  |
| <b>Title:</b>               | An act to add Section 12940.4 to the Government Code, relating to employment. |
| <b>House Location:</b>      | Assembly  |
| <b>Introduced Date:</b>     | 02/10/22  |

| Type of Measure                  |
|----------------------------------|
| Active Bill - Pending Referral   |
| Majority Vote Required           |
| Non-Appropriation                |
| Fiscal Committee                 |
| Non-State-Mandated Local Program |
| Non-Urgency                      |
| Non-Tax levy                     |

| Last 5 History Actions |   |
|------------------------|---|
| Date                   | Action  |
| 02/11/22               | From printer. May be heard in committee March 13. |
| 02/10/22               | Read first time. To print.                        |

**Introduced by Senator Pan****(Principal coauthors: Senators Newman and Wiener)****(Principal coauthors: Assembly Members Aguiar-Curry, Akilah Weber,  
and Wicks)**January 24, 2022

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An act to amend Sections 120325 and 120335 of, and to repeal Section 120338 of, the Health and Safety Code, relating to public health.

## LEGISLATIVE COUNSEL'S DIGEST

SB 871, as introduced, Pan. Public health: immunizations.

Existing law prohibits the governing authority of a school or other institution from unconditionally admitting any person as a pupil of any public or private elementary or secondary school, childcare center, day nursery, nursery school, family day care home, or development center, unless prior to their admission to that institution they have been fully immunized against various diseases, including measles, mumps, pertussis, hepatitis B, and any other disease deemed appropriate by the State Department of Public Health, as specified. Existing law authorizes an exemption from those provisions for medical reasons.

Under existing law, notwithstanding the above-described prohibition, full immunization against hepatitis B is not a condition by which the governing authority admits or advances a pupil to the 7th grade level of a public or private elementary or secondary school.

This bill would remove the above-described exception relating to hepatitis B. The bill would additionally prohibit the governing authority of a school or other institution from unconditionally admitting any person as a pupil of any public or private elementary or secondary school, childcare center, day nursery, nursery school, family day care home, or development center, unless prior to their admission to that

institution they have been fully immunized against COVID-19. To the extent that the bill would create new duties for school districts, the bill would impose a state-mandated local program.

For purposes of the additional immunizations deemed appropriate by the department, and that would be mandated before a pupil's first admission to the institution, existing law requires that exemptions be allowed for both medical reasons and personal beliefs.

This bill would repeal that provision, thereby removing the personal belief exemption from any additional immunization requirements deemed appropriate by the department.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 120325 of the Health and Safety Code
- 2 is amended to read:
- 3 120325. In enacting this chapter, but excluding Section 120380,
- 4 and in enacting Sections 120400, 120405, 120410, and 120415, it
- 5 is the intent of the Legislature to ~~provide:~~ *provide all of the*
- 6 *following:*
- 7 (a) A means for the eventual achievement of total immunization
- 8 of appropriate age groups against the following childhood diseases:
- 9 (1) Diphtheria.
- 10 (2) Hepatitis B.
- 11 (3) Haemophilus influenzae type b.
- 12 (4) Measles.
- 13 (5) Mumps.
- 14 (6) Pertussis (whooping cough).
- 15 (7) Poliomyelitis.
- 16 (8) Rubella.
- 17 (9) Tetanus.
- 18 (10) Varicella (chickenpox).

1 (11) COVID-19.

2 ~~(11)~~

3 (12) Any other disease deemed appropriate by the department,  
4 taking into consideration the recommendations of the Advisory  
5 Committee on Immunization Practices of the United States  
6 Department of Health and Human Services, the American Academy  
7 of Pediatrics, and the American Academy of Family Physicians.

8 (b) That the persons required to be immunized be allowed to  
9 obtain immunizations from whatever medical source they so desire,  
10 subject only to the condition that the immunization be performed  
11 in accordance with the regulations of the department and that a  
12 record of the immunization is made in accordance with the  
13 regulations.

14 (c) Exemptions from immunization for medical reasons.

15 (d) For the keeping of adequate records of immunization so that  
16 health departments, schools, and other institutions, parents or  
17 guardians, and the persons immunized will be able to ascertain  
18 that a child is fully or only partially immunized, and so that  
19 appropriate public agencies will be able to ascertain the  
20 immunization needs of groups of children in schools or other  
21 institutions.

22 (e) Incentives to public health authorities to design innovative  
23 and creative programs that will promote and achieve full and timely  
24 immunization of children.

25 SEC. 2. Section 120335 of the Health and Safety Code is  
26 amended to read:

27 120335. (a) As used in this chapter, “governing authority”  
28 means the governing board of each school district or the authority  
29 of each other private or public institution responsible for the  
30 operation and control of the institution or the principal or  
31 administrator of each school or institution.

32 (b) The governing authority shall not unconditionally admit any  
33 person as a pupil of any private or public elementary or secondary  
34 school, child care center, day nursery, nursery school, family day  
35 care home, or development center, unless, prior to ~~his or her~~ *their*  
36 first admission to that institution, ~~he or she has~~ *they have* been  
37 fully immunized. The following are the diseases for which  
38 immunizations shall be documented:

39 (1) Diphtheria.

40 (2) Haemophilus influenzae type b.

- 1 (3) Measles.
- 2 (4) Mumps.
- 3 (5) Pertussis (whooping cough).
- 4 (6) Poliomyelitis.
- 5 (7) Rubella.
- 6 (8) Tetanus.
- 7 (9) Hepatitis B.
- 8 (10) Varicella (chickenpox).
- 9 (11) COVID-19.

10 ~~(11)~~  
 11 (12) Any other disease deemed appropriate by the department,  
 12 taking into consideration the recommendations of the Advisory  
 13 Committee on Immunization Practices of the United States  
 14 Department of Health and Human Services, the American Academy  
 15 of Pediatrics, and the American Academy of Family Physicians.

16 ~~(e) Notwithstanding subdivision (b), full immunization against~~  
 17 ~~hepatitis B shall not be a condition by which the governing~~  
 18 ~~authority shall admit or advance any pupil to the 7th grade level~~  
 19 ~~of any private or public elementary or secondary school.~~

20 ~~(d)~~  
 21 (c) The governing authority shall not unconditionally admit or  
 22 advance any pupil to the 7th grade level of any private or public  
 23 elementary or secondary school unless the pupil has been fully  
 24 immunized against pertussis, including all pertussis boosters  
 25 appropriate for the pupil’s age.

26 ~~(e)~~  
 27 (d) The department may specify the immunizing agents that  
 28 may be utilized and the manner in which immunizations are  
 29 administered.

30 ~~(f)~~  
 31 (e) This section does not apply to a pupil in a home-based private  
 32 school or a pupil who is enrolled in an independent study program  
 33 pursuant to Article 5.5 (commencing with Section 51745) of  
 34 Chapter 5 of Part 28 of *Division 4 of Title 2 of the Education Code*  
 35 and does not receive classroom-based instruction.

36 ~~(g)~~  
 37 (f) (1) A pupil who, prior to January 1, 2016, submitted a letter  
 38 or affidavit on file at a private or public elementary or secondary  
 39 school, child day care center, day nursery, nursery school, family  
 40 day care home, or development center stating beliefs opposed to



1 immunization shall be allowed enrollment to any private or public  
2 elementary or secondary school, child day care center, day nursery,  
3 nursery school, family day care home, or development center  
4 within the state until the pupil enrolls in the next grade span.

5 (2) For purposes of this subdivision, “grade span” means each  
6 of the following:

7 (A) Birth to preschool.

8 (B) Kindergarten and grades 1 to 6, inclusive, including  
9 transitional kindergarten.

10 (C) Grades 7 to 12, inclusive.

11 (3) Except as provided in this subdivision, on and after July 1,  
12 2016, the governing authority shall not unconditionally admit to  
13 any of those institutions specified in this subdivision for the first  
14 time, or admit or advance any pupil to 7th grade level, unless the  
15 pupil has been immunized for ~~his or her~~ *their* age as required by  
16 this section.

17 (h)

18 (g) This section does not prohibit a pupil who qualifies for an  
19 individualized education program, pursuant to federal law and  
20 Section 56026 of the Education Code, from accessing any special  
21 education and related services required by ~~his or her~~ *their*  
22 individualized education program.

23 SEC. 3. Section 120338 of the Health and Safety Code is  
24 repealed.

25 ~~120338. Notwithstanding Sections 120325 and 120335, any~~  
26 ~~immunizations deemed appropriate by the department pursuant to~~  
27 ~~paragraph (11) of subdivision (a) of Section 120325 or paragraph~~  
28 ~~(11) of subdivision (b) of Section 120335, may be mandated before~~  
29 ~~a pupil's first admission to any private or public elementary or~~  
30 ~~secondary school, child care center, day nursery, nursery school,~~  
31 ~~family day care home, or development center, only if exemptions~~  
32 ~~are allowed for both medical reasons and personal beliefs.~~

33 SEC. 4. If the Commission on State Mandates determines that  
34 this act contains costs mandated by the state, reimbursement to  
35 local agencies and school districts for those costs shall be made  
36 pursuant to Part 7 (commencing with Section 17500) of Division  
37 4 of Title 2 of the Government Code.

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**ASSEMBLY BILL**

**No. 1993**

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**Introduced by Assembly Members Wicks, Aguiar-Curry, Low, and  
Akilah Weber**

(Principal coauthors: Senators Newman, Pan, and Wiener)

**(Coauthors: Assembly Members Quirk and Stone)**

(Coauthor: Senator Dodd)

February 10, 2022

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An act to add Section 12940.4 to the Government Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

AB 1993, as introduced, Wicks. Employment: COVID-19 vaccination requirements.

Existing law, the California Fair Employment and Housing Act (FEHA), establishes the Department of Fair Employment and Housing within the Business, Consumer Services, and Housing Agency and sets forth its powers and duties relating to the enforcement of civil rights laws with respect to housing and employment.

Existing federal law, the Federal Food, Drug, and Cosmetic Act, authorizes the United States Secretary of Health and Human Services to approve new drugs and products, including vaccines, for introduction into interstate commerce, and authorizes the secretary to authorize vaccines for use in an emergency upon declaring a public health emergency. On February 4, 2020, the secretary determined that there is a public health emergency and declared circumstances exist justifying the authorization of emergency use of drugs and biological products. The secretary subsequently authorized the emergency use of 3 vaccines

for the prevention of COVID-19, and on August 23, 2021, the secretary approved a vaccine for the prevention of COVID-19.

The California Emergency Services Act authorizes the Governor to declare a state of emergency during conditions of disaster or extreme peril to persons or property, including epidemics. On March 4, 2020, the Governor declared a state of emergency relating to the COVID-19 pandemic. Pursuant to this authority, the Governor issued several executive orders requiring individuals in specified employment, health care, school, or other settings to provide proof of a COVID-19 vaccination status, unless specified exceptions are met.

This bill would require an employer to require each person who is an employee or independent contractor, and who is eligible to receive the COVID-19 vaccine, to show proof to the employer, or an authorized agent thereof, that the person has been vaccinated against COVID-19. This bill would establish an exception from this vaccination requirement for a person who is ineligible to receive a COVID-19 vaccine due to a medical condition or disability or because of a sincerely held religious belief, as specified, and would require compliance with various other state and federal laws. The bill would require proof-of-vaccination status to be obtained in a manner that complies with federal and state privacy laws and not be retained by the employer, unless the person authorizes the employer to retain proof.

This bill would require, on January 1, 2023, each employer to affirm, in a form and manner provided by the department, that each employee or independent contractor complied with these provisions, and would require the employer to affirm that each new employee or independent contractor is in compliance at the time of hiring or contracting with that person. The bill would require the department to impose a penalty of an unspecified amount on an employer for any violation of these provisions.

This bill would repeal these provisions when the federal Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices determines that COVID-19 vaccinations are no longer necessary for the health and safety of individuals.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

This bill would declare that its provisions are severable.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 12940.4 is added to the Government  
2 Code, to read:

3 12940.4. (a) Notwithstanding any provision of this chapter or  
4 any other law, an employer shall require each employee or  
5 independent contractor to provide proof to the employer, or an  
6 authorized agent thereof, that the person has been vaccinated  
7 against COVID-19.

8 (b) For purposes of this section, the following definitions apply:

9 (1) "Proof" means valid documentation of the person's  
10 COVID-19 vaccination record, which may be their vaccine card  
11 or a copy or a digital version thereof, as provided by their health  
12 care provider, the State Department of Public Health, or another  
13 state or federal agency.

14 (2) (A) "Vaccinated against COVID-19" means that the person  
15 is fully vaccinated against COVID-19 by a vaccine authorized by  
16 the United States Food and Drug Administration or the World  
17 Health Organization.

18 (B) Notwithstanding subparagraph (A), a person is considered  
19 "vaccinated against COVID-19" for purposes of this section if the  
20 person has received the first dose of a two-dose COVID-19 vaccine  
21 authorized by the United States Food and Drug Administration or  
22 the World Health Organization, provides proof of that first dose,  
23 and provides proof of receiving the second dose of the vaccine  
24 within 45 days after receiving the first dose.

25 (c) (1) The requirement that a person be "vaccinated against  
26 COVID-19" pursuant to subdivision (a) does not apply to a person  
27 who is ineligible to receive a COVID-19 vaccine due to a medical  
28 condition or disability or because of a sincerely held religious  
29 belief that precludes the person from receiving a vaccination,  
30 subject to verification thereof, and in compliance with this chapter  
31 and other state and federal laws, including the reasonable  
32 accommodation provisions of the federal Americans with  
33 Disabilities Act of 1990 (Public Law 101-336) and Title VII of  
34 the federal Civil Rights Act of 1964 (Public Law 88-352).

35 (2) The department shall consult with the State Department of  
36 Public Health and the Division of Occupational Safety and Health  
37 to provide guidance to employers on what constitutes a medical

1 condition or disability, or a sincerely held religious belief, for  
2 purposes of this subdivision.

3 (d) (1) Proof-of-vaccination status required pursuant to this  
4 section shall be obtained in a manner that complies with federal  
5 and state privacy laws and shall not be retained by the employer,  
6 unless the person authorizes the employer to retain proof.

7 (2) An employer or authorized agent that obtains  
8 proof-of-vaccination status pursuant to this section shall not share,  
9 transfer, or sell that information with or to a third party.

10 (3) The department shall provide guidance to employers on how  
11 to obtain and protect this information.

12 (e) (1) This section applies to both private and public employers.

13 (2) “Public employer,” for purposes of this section, means:

14 (A) The state and every state entity, including, but not limited  
15 to, the Legislature, the judicial branch, the University of California,  
16 and the California State University.

17 (B) A political subdivision of the state, or agency or  
18 instrumentality of the state or subdivision of the state, including,  
19 but not limited to, a city, county, city and county, charter city,  
20 charter county, school district, community college district, joint  
21 powers authority, joint powers agency, and any public agency,  
22 authority, board, commission, or district.

23 (f) (1) On January 1, 2023, each employer shall affirm, in a  
24 form and manner provided by the department, that each employee  
25 or independent contractor is in compliance with this section.

26 (2) After January 1, 2023, each employer shall affirm, in a form  
27 and manner determined by the department, that each new employee  
28 or independent contractor is in compliance with this section at the  
29 time of hiring or contracting with that person.

30 (g) The department shall impose a penalty of up to \_\_\_\_ dollars  
31 (\$\_\_\_\_) on an employer who violates this section.

32 (h) The Legislature finds and declares that protecting the public  
33 health and well-being of the people of California by requiring  
34 proof of vaccination against COVID-19 for employment pursuant  
35 to this section is a matter of statewide concern and is not a  
36 municipal affair as that term is used in Section 5 of Article XI of  
37 the California Constitution. Therefore, this section applies to all  
38 cities, including charter cities.

39 (i) This section shall remain operative until the federal Centers  
40 for Disease Control and Prevention’s Advisory Committee on

1 Immunization Practices determines that COVID-19 vaccinations  
2 are no longer necessary for the health and safety of individuals,  
3 and as of that date is repealed.

4 SEC. 2. The provisions of this act are severable. If any  
5 provision of this act or its application is held invalid, that invalidity  
6 shall not affect other provisions or applications that can be given  
7 effect without the invalid provision or application.

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**ASSEMBLY BILL**

**No. 2098**

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**Introduced by Assembly Member Low**  
**(Coauthors: Assembly Members Aguiar-Curry, Akilah Weber, and**  
**Wicks)**  
**(Coauthors: Senators Pan and Wiener)**

February 14, 2022

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An act to add Section 2270 to the Business and Professions Code, relating to healing arts.

LEGISLATIVE COUNSEL'S DIGEST

AB 2098, as introduced, Low. Physicians and surgeons: unprofessional conduct.

Existing law provides for the licensure and regulation of physicians and surgeons by the Medical Board of California and the Osteopathic Medical Board of California. Existing law requires the applicable board to take action against any licensed physician and surgeon who is charged with unprofessional conduct, as provided.

This bill would designate the dissemination or promotion of misinformation or disinformation related to the SARS-CoV-2 coronavirus, or "COVID-19," as unprofessional conduct. The bill would require the board to consider specified factors prior to bringing a disciplinary action against a physician and surgeon. The bill would also make findings and declarations in this regard.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. The Legislature finds and declares all of the  
2 following:

3 (a) The global spread of the SARS-CoV-2 coronavirus, or  
4 COVID-19, has claimed the lives of over 5,000,000 people  
5 worldwide, including nearly 75,000 Californians.

6 (b) Data from the federal Centers for Disease Control and  
7 Prevention (CDC) shows that unvaccinated individuals are at a  
8 risk of dying from COVID-19 that is 11 times greater than those  
9 who are fully vaccinated.

10 (c) The safety and efficacy of COVID-19 vaccines have been  
11 confirmed through evaluation by the federal Food and Drug  
12 Administration (FDA) and the vaccines continue to undergo  
13 intensive safety monitoring by the CDC.

14 (d) The spread of misinformation and disinformation about  
15 COVID-19 vaccines has weakened public confidence and placed  
16 lives at serious risk.

17 (e) Major news outlets have reported that some of the most  
18 dangerous propagators of inaccurate information regarding the  
19 COVID-19 vaccines are licensed health care professionals.

20 (f) The Federation of State Medical Boards has released a  
21 statement warning that physicians who engage in the dissemination  
22 of COVID-19 vaccine misinformation or disinformation risk losing  
23 their medical license, and that physicians have a duty to provide  
24 their patients with accurate, science-based information.

25 (g) In House Resolution No. 74 of the 2021–22 Regular Session,  
26 the California State Assembly declared health misinformation to  
27 be a public health crisis, and urged the State of California to  
28 commit to appropriately combating health misinformation and  
29 curbing the spread of falsehoods that threaten the health and safety  
30 of Californians.

31 SEC. 2. Section 2270 is added to the Business and Professions  
32 Code, to read:

33 2270. (a) It shall constitute unprofessional conduct for a  
34 physician and surgeon to disseminate or promote misinformation  
35 or disinformation related to COVID-19, including false or  
36 misleading information regarding the nature and risks of the virus,  
37 its prevention and treatment; and the development, safety, and  
38 effectiveness of COVID-19 vaccines.



1 (b) The board shall consider the following factors prior to  
2 bringing a disciplinary action against a licensee under this section:

3 (1) Whether the licensee deviated from the applicable standard  
4 of care.

5 (2) Whether the licensee intended to mislead or acted with  
6 malicious intent.

7 (3) Whether the misinformation or disinformation was  
8 demonstrated to have resulted in an individual declining  
9 opportunities for COVID-19 prevention or treatment that was not  
10 justified by the individual's medical history or condition.

11 (4) Whether the misinformation or disinformation was  
12 contradicted by contemporary scientific consensus to an extent  
13 where its dissemination constitutes gross negligence by the  
14 licensee.

15 (c) For purposes of this section, the following definitions shall  
16 apply:

17 (1) "Physician and surgeon" means person licensed by the  
18 Medical Board of California or the Osteopathic Medical Board of  
19 California under Chapter 5 (commencing with Section 2000).

20 (2) "Board" means the Medical Board of California or the  
21 Osteopathic Medical Board of California, as applicable.

22 (d) Section 2314 shall not apply to this section.



**AB-2098 Physicians and surgeons: unprofessional conduct.** (2021-2022)

Senate: \_\_\_\_\_

Assembly 1st Cmt

| Bill Status                 |  |
|-----------------------------|--|
| <b>Measure:</b>             | AB-2098  |
| <b>Lead Authors:</b>        | Low (A)  |
| <b>Principal Coauthors:</b> | -  |
| <b>Coauthors:</b>           | Aguiar-Curry (A) , Pan (S) , Akilah Weber (A) , Wicks (A) , Wiener (S)                     |
| <b>Topic:</b>               | Physicians and surgeons: unprofessional conduct.   |
| <b>31st Day in Print:</b>   | 03/17/22   |
| <b>Title:</b>               | An act to add Section 2270 to the Business and Professions Code, relating to healing arts. |
| <b>House Location:</b>      | Assembly   |
| <b>Introduced Date:</b>     | 02/14/22   |
| <b>Committee Location:</b>  | Asm Business and Professions   |

| Type of Measure                    |
|------------------------------------|
| Active Bill - In Committee Process |
| Majority Vote Required             |
| Non-Appropriation                  |
| Fiscal Committee                   |
| Non-State-Mandated Local Program   |
| Non-Urgency                        |
| Non-Tax Levy                       |

| Last 5 History Actions |   |
|------------------------|---|
| Date                   | Action  |
| 02/24/22               | Referred to Com. on B. & P.                       |
| 02/15/22               | From printer. May be heard in committee March 17. |
| 02/14/22               | Read first time. To print.                        |

# BOARD OF SUPERVISORS

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KATHLEEN KRAUSE  
CLERK OF BOARD OF SUPERVISORS

Kern County Administrative Center  
1115 Truxtun Avenue, 5th Floor  
Bakersfield, California 93301  
Telephone (661) 868-3585  
TTY Relay 800-735-2929

February 15, 2022

**EXAMPLE**

The Honorable Shannon Grove  
Senate Committee on Health  
1021 O Street, Room 7150  
Sacramento, CA 95814

The Honorable Melissa Hurtado  
Senate Committee on Health  
1021 O Street, Room 7310  
Sacramento, CA 95814

**RE: OPPOSE – SB 866 (Wiener, Pan) and SB 871 (Pan), COVID-19 VACCINATIONS FOR MINORS WITHOUT PARENT/GUARDIAN CONSENT & COVID-19 VACCINATION MANDATES FOR ENROLLMENT IN SCHOOLS AND CHILD CARE SETTINGS**

Dear Senator Grove and Senator Hurtado,

As members of the distinguished Senate Committee on Health, the Kern County Board of Supervisors strongly urges you to: **1)** oppose SB 866 (Wiener, Pan), which would allow a minor 12 years of age or older to consent to COVID-19 vaccination without the consent of their parent or guardian and **2)** oppose SB 871 (Pan), which would mandate full immunization against COVID-19 as a condition of admitting a child as a pupil of any public or private elementary school, childcare center, day nursery, family day care home or development center.

In October 2021 Governor Newsom announced a statewide school vaccination mandate. Although the governor has defended his first-in-the-nation vaccine mandates, he’s also taken pains to emphasize that the personal belief exemption for students leaves “plenty of latitude for families to make decisions.” Under state law, only the Legislature may remove the personal belief exemption. That point was brought to the forefront after a San Diego judge struck down San Diego Unified School District’s COVID-19 vaccine mandate for students. Superior Judge John Meyer said the district’s mandate, which does not allow for religious or personal belief exemptions, goes against state law stating only the state legislature can implement such mandates without exemptions. Both of these bills were introduced shortly after the court decision.

The vaccines have undoubtedly helped protect millions of people, and there are surely others who could benefit from obtaining this treatment. But convincing those who are hesitant requires room for discussion and disagreement. Instead, allowing vaccination of our children without parental consent and mandating vaccination despite an individual’s religious or personal beliefs is akin to holding education and child care hostage in a “take it or leave it” approach that will undoubtedly sow more division and distrust, rather than promote unity and the public's health.

Senate Committee on Health  
SB 866 and SB 871 COVID-19  
Vaccination Mandates  
February 15, 2022  
Page 2

The COVID-19 pandemic has resulted in widespread and prolonged school closures since March of 2020. Alarming, the achievement gap in education appears to be widening and many Californians have reported depression and other social and academic struggles among school children. Isolation, physical distancing requirements, remote learning environments, and stressful home environments have all contributed to the significant challenges California's children are facing. As we all begin turning the corner in the fight to return to normalcy, now is not the time to alienate families by forcing them to choose between their religious and personal beliefs and the enormous social and economic consequences of having to choose to keep their children home and out of school.

For these reasons, the Kern County Board of Supervisors respectfully requests that you vote **"NO"** on **SB 866 and SB 871**.

Sincerely,

Zack Scrivner, Chairman  
Kern County Board of Supervisors

cc: Honorable Members, Senate Committee on Health  
Honorable Members, Kern County Legislative Delegation  
Shaw Yoder Antwih Schmelzer & Lange



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Travis Dean

**SUBJECT:** Consultant Contract for the Lone Pine Town Streets Project

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#### RECOMMENDED ACTION:

Request Board:

A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: (1) increase estimated revenue in State Other object code 4499 by \$300,000 and (2) increase estimated revenue in Operating Transfers In object code 4998 by \$100,000 and (3) increase appropriations in Lone Pine Streets Rehab object code 5709 by \$400,000 (*4/5ths vote required*);

B) Amend the Fiscal Year 2021/2022 Road Budget 034600 as follows: increase appropriations in Operating Transfers Out object code 5801 by \$100,000 (*4/5ths vote required*); and

C) Approve the contract between the County of Inyo and Cardno, Inc. of Zephyr Cove, NV for the provision of Environmental and Engineering services in an amount not to exceed \$402,545.86 for the period of April 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

On September 1, 2021, Inyo County Public Works released a Request for Proposals (RFP) for Environmental and Engineering Consultant Services in support of the State Transportation Improvement Program (STIP) Lone Pine Town Streets Project, with a due date of October 14, 2021. Public Works received two (2) responses to our RFP, one from Cardno, Inc. and one from Eastern Sierra Engineering. Each proposal was scored by three (3) Public Works employees, with each employee scoring Cardno, Inc. as having the best submittal.

The Lone Pine Town Streets STIP Project consists of preserving, extending the life, and improving the ride quality on various streets in Lone Pine. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. New bike lanes are proposed to be added to Post Street, Lone Pine Ave., and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstalled according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

In November 2015, Inyo County Public Works submitted a Project Study Report to request Programming in the 2018 State Transportation Improvement Program (STIP) for the Lone Pine Town Streets Project. On May 12, 2021, the California Transportation Commission (CTC) voted to award \$2,725,000.00 to Inyo County for the Lone

Pine Town Streets Project. \$61,000.00 was allocated for Project Approval and Environmental Documents, \$239,000.00 was allocated for Plans, Specifications, and Estimates, \$1,000.00 was allocated for Right-of-Way, and \$2,725,000.00 was allocated for construction.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this contract. This is not recommended, as we would need to start the request for proposals over, and ask for an extension of the funding from Caltrans.

**OTHER AGENCY INVOLVEMENT:**

Caltrans

**FINANCING:**

This contract will be paid out of State Funded Road budget 034601 object code 5709 Lone Pine Streets Rehab. Please note that RMRA funds will match \$100,000 of the contract amount as shown above in the budget amendment for the Road Budget (034600). There is sufficient fund balance in the Road Budget to cover the expenditure increase.

**ATTACHMENTS:**

1. Cardno, Inc. Contract

**APPROVALS:**

|                    |                                |
|--------------------|--------------------------------|
| Trevor Taylor      | Created/Initiated - 12/13/2021 |
| Darcy Ellis        | Approved - 12/14/2021          |
| Travis Dean        | Approved - 3/2/2022            |
| Denelle Carrington | Approved - 3/2/2022            |
| Breanne Nelums     | Approved - 3/2/2022            |
| Michael Errante    | Approved - 3/2/2022            |
| John Vallejo       | Approved - 3/2/2022            |
| Amy Shepherd       | Approved - 3/3/2022            |
| Michael Errante    | Final Approval - 3/10/2022     |



B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. WORK SCHEDULE**

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

**4. ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$ 15,736.57. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.



D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Travis Dean  
County of Inyo, Public Works Department  
P.O. Drawer Q  
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ 402,545.86.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

## **5. STATE PREVAILING WAGE RATES**

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

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

## **7. DEBARMENT AND SUSPENSION CERTIFICATION**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **8. STATUS OF CONSULTANT**

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## **9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

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

## 10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## 11. COUNTY PROPERTY

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

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

## 12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

## 13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

## 14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## **15. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **16. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## **17. TERMINATION**

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

## **18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

## **19. ASSIGNMENT**

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



## **20. DEFAULT**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

## **21. WAIVER OF DEFAULT**

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

## **22. CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

**23. CONFLICT OF INTEREST**

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

**24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## 26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

## 27. POST CONTRACT COVENANT

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

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

## **28. SEVERABILITY**

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

## **29. FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **30. AMENDMENT/CHANGE IN TERMS**

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

**31. NOTICE**

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

**County of Inyo:**  
Public Works Department  
PO Drawer Q Address  
Independence, CA 93526 City and State

**Consultant:**  
\_\_\_\_\_ Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

**32. ENTIRE CONTRACT**

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

---o0o---

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

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

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

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

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

**ATTACHMENT A**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND** Cardno, Inc.

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

Cardno, Inc. of Zephyr Cove, NV will be providing the environmental and engineering design services for the Lone Pine Town Streets Project, RPL-5948(101). The scope of work attached includes the tasks and deliverables that will comprise the work.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.



## Scope of Work for

Environmental and Engineering  
Consultant Services

State Transportation Improvement  
Programs (STIP) Lone Pine Town  
Streets Project

State Funded Project: RPL-  
5948(101) County Project: ZP-  
21-010



Prepared for  
Inyo County Department of Public Works  
168 N. Edwards Street, PO Drawer Q  
Independence, CA 93526

Prepared by



621 West Line Street, Suite 205  
Bishop, CA 93514  
[www.cardno.com](http://www.cardno.com)

December 6, 2021



# Scope of Work

## Project Understanding

Cardno is excited to work on this important project that will improve and extend the service life of several streets in Lone Pine, California. The final project will improve access for multiple forms of transportation and eliminate continued major roadway maintenance in the area, with the intent of maximizing the extent of the project with the available funding. The project area comprises a mix of school, residential, and commercial uses with the state highway (Highway 395) bisecting the project area. The area currently includes two-lane roadways with established and unestablished walking paths, crosswalks, and sidewalks with multiple ingress/egress areas (driveways). The existing street condition requires ongoing major roadway maintenance and does not promote pedestrian or bicycle traffic. This project will resolve these issues and significantly improve the overall roadway condition for all users within the project limits.

Cardno recognizes the potential design challenges associated with possible driveway conflicts, utility relocations, and storm drainage—and that each of these has the potential to affect the construction cost. Through the development of the preferred alternative, and development of the design plans, these design components will be analysed to maximize efficiency and reduce conflicts to provide the most cost-effective construction project that not only meets the stated objectives but focuses on improved safety of multiple users and reduced long-term maintenance costs.

Based on a thorough review of the project site and RFP understanding of implementing projects funded with STIP funds (following the Caltrans LAPM), and coordination with Inyo County (County) we have developed the following scope of work.

## ES&P Phase – Project Tasks

### Task 1: Project Management (ES&P Phase)

#### Subtask 1A: Project Management

The Cardno project manager will coordinate with internal staff, sub-consultants and the County project manager throughout the project. Internal team communications will be led by the Cardno project manager, who will coordinate closely with task leaders. They will be readily available and will coordinate with the County project manager (and/or designee) and all other necessary parties involved to ensure a successful project. Cardno project manager will ensure each task and subtask is completed to the County's satisfaction, on time, to the scope, and on budget.

As part of these efforts, the Cardno project manager, along with select staff, will meet once monthly (virtually, via Microsoft Teams meetings or conference calls) with the County's project manager to coordinate the project deliverables, schedule status and design updates. Cardno will establish effective communication among the parties involved, including the County's planning, maintenance, and engineering staff; utilities; and the public, as well as funding, permitting, and regulatory agencies.

This subtask further includes internal Cardno team coordination and communication efforts required to perform the work, such as monthly budgeting, invoicing, subconsultant coordination and invoicing, and general project administration. A project coordinator will be assigned to facilitate these tasks from project inception to completion.

#### Subtask 1B: Public Meetings and Public Outreach

Cardno will support the County in public outreach efforts at one meeting during project development, most likely in the form of a public meeting/workshop. The meeting will provide a venue for facilitated communications between County staff and business owners, residents, and other stakeholders. The format of the public meeting will vary based on the meeting purpose and intended audience.

For the public meeting, the Cardno team will support County staff in developing graphics for a PowerPoint presentation, presentation materials, handouts, sign-in sheets, and other information and materials that are easy to follow and understand.

### **Subtask 1C: Field Review Meetings**

Cardno will conduct one field review meeting at the project site with the design team and County in order to review particular and specific elements of the project, discuss alternatives, and determine site-specific approaches to designing and implementing the project most efficiently. The primary intent of this meeting is to identify the preferred alternative for the project, to develop the conceptual design. The Cardno design team and County staff will meet on-site to review the project area and coordinate/identify higher priority areas. The field review meeting will be separate from the public meeting and will be a design-focused meeting between the County and Cardno design team.

#### **Task 1 Deliverables:**

- > Monthly invoicing (6)
- > Monthly virtual meetings with the County (6)
- > One agenda for the public meeting
- > One meeting summary for the public meeting
- > One PowerPoint presentation for the public meeting

#### **Task 1 Assumptions:**

- > Task 1 is project management only for the ES&P phase, a separate task is allocated for project management related to the PS&E Phase.
- > The Caltrans LAPM submittals, coordination and project file will be maintained solely by the County.
- > Cardno is not scoped to assist with any audit-related efforts.
- > No regulatory or funding agency meeting are proposed.
  - No regulatory permits are anticipated to be required for the project.
- > Duration of the ES&P phase of the project will be 6 months
- > There will be (1) one public meeting.
- > For the public meetings, it is assumed that the County will provide a meeting recorder and record/document the meeting and develop meeting notes/summary.
- > The County will provide all meeting venues and will cover any costs associated with the venues.
- > There will be (1) one field review meeting.

### **Task 2: Preliminary Engineering Studies**

One of the first orders of work for the Cardno team will be performing the preliminary engineering efforts to “define” the project specifics. The objective of this task will be to develop design concepts and related activities needed to establish the parameters for the design of the project. This effort will commence at the start of the project/notice to proceed and include the following efforts/subtasks.

#### **Subtask 2A: Review Existing Materials**

The Cardno team will coordinate with the County to obtain all project-related documents, including, but not limited to, existing survey data (control, boundary, topography, etc.), existing environmental data, grant application materials, and any other pertinent, local, project-related materials. Key Cardno staff will review these materials to obtain a detailed understanding of the project area, project requirements, and other project-related components prior to commencing other project-related efforts.

To facilitate the exchange of data, as part of this initial effort and the long-term project-related efforts, Cardno will establish a project-specific fileshare site or if the County uses Microsoft Teams, a Microsoft Teams channel. This will enable large files to be transferred electronically, saving both time and money. Cardno uses these sites on all of our projects and has found them to be a successful approach to data sharing.

### **Subtask 2B: Preliminary Basemap**

To make the most efficient use of the County's funding, Cardno will hold off on performing any land surveying and detailed basemapping until the areas of improvements are clearly known and identified, along with the level of data required to design and construct the project. To facilitate the preliminary engineering efforts, Cardno will develop a preliminary basemap using Google Earth imagery, satellite-based topography, and available parcel map/ROW mapping (existing available information, no data collection, surveying, etc.). Accuracy of this basemap will be suitable for planning and concept plan development purposes.

### **Subtask 2C: Traffic Data Collection**

While roadway traffic data has been collected recently, existing available bicycle/pedestrian and parking data is very limited. Cardno will retain the services of LSC Transportation Consultants (LSC) to lead and perform these related efforts. LSC will coordinate with the County, who will perform the bulk of the data collection, unless otherwise noted. LSC will spend 1 person-days in Lone Pine performing an overview traffic assessment and inventory of existing driver sight distance and bike/ped conditions and will then direct the County in collecting the following data:

- > Bicycle/pedestrian counts (County) – This will consist of half-hourly counts distributed across the 8 study streets and across the work day (7 AM to 6 PM). Counts will be scheduled to focus on locations near the schools at bell times. Counts will be conducted both for pedestrians/bicyclists traveling along the sides of the street (by side) as well as pedestrians crossing at specific crossing locations. School-age children will be tallied separately from other travelers.
- > Parking counts (County) – Over the course of the work day, counts of vehicles parked along the study area roadways will be conducted on a roughly 2-hour frequency. This will be tallied by block face.
- > Observation of school traffic/bus operations (LSC) – LSC will observe the traffic queue and bus operations at the peak morning and afternoon bell times at both schools. As needed, counts of queue lengths and occurrences of queue blocking will be conducted.
- > Inventory of existing signing and striping (County) – County staff will collect data and prepare simple summaries of existing striping and signing on the study roadways (as well as the side streets approaching the study roadways).
- > Review of existing safety conditions (LSC) – As part of the site visit, LSC will assess driver sight distance issues, including the impact of on-street vehicle parking on sight distances. LSC will also review Statewide Integrated Traffic Record System (SWITRS) data for information on reported crashes along the subject roadways. This will include an evaluate of crash severity, contributing factors, and involvement of pedestrians or cyclists.

This data will be summarized in a brief technical memorandum. The technical memorandum will be developed in a manner that supports the environmental review, potential project permitting (if necessary), and the circulation plan.

### **Subtask 2D: Develop Preliminary School Circulation Plan**

Based on the data generated in Task 2C and other existing available data, LSC will prepare a school circulation plan for both the Lone Pine High School, focusing on project roadways in the immediate vicinity and with school access routes to the high school. This will reflect the guidance regarding safe routes to school planning reflected in Caltrans Active Transportation Planning documents. It will include a summary of existing school circulation conditions, and present recommendations regarding appropriate school access routes and physical improvements to enhance school access and safety. These may include new sidewalks, crosswalk enhancements, bicycle lanes, modifications to parking, auto loading and bus loading zones and access patterns.

A preliminary school circulation plan will be prepared for the environmental review phase as a part of the Preliminary Engineering Studies phase. This document will include maps (one for each school) showing access, bicycle and pedestrian routes and recommended signing/striping modifications. A technical memo will be provided presenting the recommendations, including any management strategies.

**Task 2 Deliverables:**

- > Preliminary Basemap
- > Traffic Data Technical Memorandum
- > Preliminary School Circulation Plan

**Task 2 Assumptions:**

- > Land surveying will not commence until the concept plans have been approved.
- > One integration of reviews/updates will occur for each deliverable identified.
- > Geotechnical investigation will not occur until the PS&E phase. The concept plans will utilize the County's initial study and the design team's review of existing information for pavement rehabilitation recommendations.
- > LSC will coordinate with the County, who will perform the traffic data collection, unless otherwise noted above. Traffic data collection will encompass the entire project study area.
- > The school circulation plan will focus primarily on the Lone Pine High School and project roadways with school access routes to the high school. These include Lone Pine Avenue, Mt. Whitney Drive, Lake View Street and E. Muir Street.

**Task 3: Concept Plan**

The Cardno team will develop a concept plan for the project that will meet the project objectives within the funding requirements. Prior to commencing the development of concept plans, Cardno will meet with the County (field review meeting) to review the project area and coordinate/identify higher priority areas. Traffic engineering (Task 2) will provide preliminary striping recommendations for the study area roadways with school access routes, which will be incorporated into the concept plans. These plans will be developed using existing available information (preliminary basemap, Task 2) and will feed into the next phases of the project with the intent to target the surveying and geotechnical efforts to the areas where they are most required and to avoid surveying/investigation in areas where it is not required, thus reducing unneeded expense to the County.

A high-level cost estimate will be developed for the concept plan. The cost estimate will enable the County and Cardno to determine the extent of work that can be performed within the limits of the funding. The estimate will be developed based on unit costs of similar work on similar projects in the general area/region (previous bid tabulations/construction bids) with escalations applied to account for project work occurring at a future date. The concept plans and estimate will be based on the County's initial study of the project needs, the design team's review of existing information, traffic studies, the field review meeting results, and preliminary assessment of cost-efficient opportunities for the project.

Once the concept plans and cost estimate are developed, in draft form, Cardno will present to the County for review, comments, and updates.

The concept plans will be finalized based on comments from the County and will be brought forward as the project to be designed in the subsequent PS&E phase. The concept plans will be concept-level drawings, prepared to a 10 percent design level, and will incorporate recommendations from the preliminary school circulation plan. The concept plans will define the project design specifics and will provide adequate information to perform PS&E tasks such as project survey, utility coordination and initial environmental review.

**Task 3 Deliverables:**

- > Project Concept Plans and Cost Estimate

**Task 3 Assumptions:**

- > Concept plans will be developed on the preliminary basemap, and no surveying will occur until after the concept plan is approved.
- > One integration of reviews/updates will occur for each deliverable identified.

## Task 4: Environmental Studies and Documentation

Our local and regional environmental staff will be performing the environmental compliance effort for this project. Our approach is based on a straightforward, cost-effective process that produces sound and defensible documents. We solicit and integrate agency and public issues and concerns early in the project planning process to define the required level of environmental documentation. Cardno believes that successful analysis of both basic and complex projects lies in the development of a complete and accurate project description.

This project is currently in the planning stages and has not yet been totally defined. As a result, we cannot precisely define the level of environmental compliance required for the project; however, based on the proposed actions, the project area, and our knowledge and experience, we have confidence that there is a high likelihood our recommended approach and level of documentation will be acceptable. This approach will be confirmed with the County at the initiation of the environmental review, which will occur after the completion of the concept plan (Task 3) when the project and project-related impacts can be clearly understood and/or assumed.

Based on the existing project area conditions and conceptual concepts and areas provided in the RFP, the project is assumed to rehabilitate 2.75 miles of Lone Pine's existing roadways and will not be located in an area of critical concern, as the following are not anticipated to occur in, or in the vicinity of, the project area:

- > Special-status species
- > Critical habitat (including jurisdictional waters of the US or state)
- > Unique habitat (e.g., wildlife refuge, deer wintering range)
- > Important farmland
- > Wetlands
- > Wild and scenic rivers
- > Officially designated scenic area
- > Cultural resources
- > Floodplains
- > Areas of hazardous concerns

Based on these conditions and driven by forthcoming design efforts, Cardno believes the level of review under CEQA may be a categorical exemption pursuant to state CEQA Guidelines based on the following exemption class:

*Section 15301 (Class 1 – Existing Facilities) – “Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. ... The key consideration is whether the project involves negligible or no expansion of an existing use.”*

This categorical exemption has been previously successfully used on similarly funded projects and similar types of project improvements/project areas. Therefore, Cardno feels confident in the use of a categorical exemption for the project and believes it to be a realistic approach with which to proceed. As a result, and based on the previous studies and data collection by the County, we propose the following environmental efforts (desktop reviews only, no field assessments):

- > Cultural resources archival research, including archaeological resources (prehistoric and historic-era), built-environment resources (historic buildings), and Native American resources
- > Biological resources
- > Preparation and filing of a notice of exemption
- > Compilation of the administrative record in support of categorical exemption

However, based on similar projects that our team has planned, designed, and implemented, the presence of cultural resources within the project area could trigger a CEQA Guideline Exception (Section 15300.2).

The existence of this exception would require the project to go through the CEQA process even if the project otherwise meets the criteria of a categorical exemption. Should the cultural resources inventory identify resources listed or deemed eligible for listing in the National Register of Historic Places, Cardno can prepare a project-level document, including an initial study (IS) in support of a negative declaration (ND) pursuant to CEQA assuming the resource can be avoided or an IS Mitigated Negative Declaration (MND) to identify mitigation that will reduce any potential impact to less than significant. Cardno's scope of work and associated budget do not include this effort, as it is anticipated that this will not be required, but we note that the final approach cannot be determined until the cultural efforts have been completed.

Further, based on our review of the project area and project funding, it is anticipated and assumed that no federal land or funding will be included in the project and therefore no NEPA documentation will be required or developed. In the event federal funding is obtained, or federal land becomes part of the project, a NEPA review/documentation process will be required. Cardno can provide complete NEPA review and documentation following the federal lead agency standards and requirements, using the data collected as part of the CEQA efforts.

Subtasks associated with Cardno's proposed streamlined environmental process are described below.

### **Subtask 4A: Environmental Review**

#### **Biological Resources**

##### *Wildlife*

Cardno proposes to streamline the biological resource efforts based on the characteristics of the existing project area and perform desktop reviews that include querying applicable wildlife databases for Lone Pine. Based on our review of the existing project area during our proposal development efforts, we anticipate that no critical or sensitive habitat exists and therefore no protocol-level surveys will be required. As a resource protection measure, included in the environmental documentation associated with the project, pre-construction nesting surveys for migratory birds will be necessary for compliance with existing federal, state, and regional resource protection programs and will be detailed in the resource avoidance and protection measures document.

The review will be documented in a brief biological resources technical memorandum addressing both wildlife and botanical resources.

##### *Botanical*

Cardno proposes to conduct biological database queries and review the most recent California Natural Diversity Database (CNDDB) occurrence records. Based on the project area location, botanical resources are anticipated to be located within the project area, and the database queries will confirm this. We therefore assume that no field surveys will be required. If the biological database queries indicate habitat for sensitive plants is present, both early- and late-blooming period surveys will most likely be required. In this event, Cardno will coordinate with the County on these effects to the proposed environmental process and amend the scope and budget as necessary.

The review will be documented in a brief biological resources technical memorandum addressing both wildlife and botanical resources.

#### **Cultural Resources**

A review of cultural resources located within the project area will be conducted to ensure the environmental clearance is acceptable and defensible. This effort includes archival research for archaeological resources (prehistoric and historic-era), built environment resources (historic buildings), and Native American resources that may be present within the Area of Potential Effects (APE).

Archival research to identify archaeological and built-environment resources will include a records search. This research will incorporate the project area and a buffer of up to 0.25 mile. This search will include a review of existing site records and investigation reports, historical mapping, and documentary sources specific to the proposed project alignment and immediate area. Archival research will include:

- > Local historical societies and museums
- > Review of General Land Office records, deeds, land patent records, and Inyo County assessor's offices
- > California Historical Resources Information System (CHRIS) office in Riverside, California
- > Request for Sacred Lands File from the Native American Heritage Commission
- > Development of site-specific resource protection measures
- > Development of Inadvertent Discovery Plan and Human Burial Remains Treatment Plan

No cultural pedestrian surveys of the APE are proposed, because the APE is a heavily disturbed and compacted area where intact surface cultural remains are unlikely.

Native American community outreach under Senate Bill (SB) 18 and notification of local tribes under Assembly Bill (AB) 52 does not apply if a CEQA document is not being prepared. Essentially, if the project is exempt under CEQA, there is no notice required, and therefore this is not assumed in our budget.

In the event the project is not exempt under CEQA, Native American community outreach under SB 18 and notification of local tribes under AB 52 would be required, and Cardno's cultural resources specialists will contact the Native American Heritage Commission requesting a search of the Sacred Lands File and a list of appropriate Native American representatives and tribal organizations. Cardno would contact each of the representatives by mail and phone/email as necessary to inquire if they have an interest in or concerns related to the proposed project. At the request of the County, Cardno will assist with SB 18 and AB 52 compliance, which is required to be conducted on a government-to-government basis only. The results of this outreach will be detailed in a CEQA-compliant cultural resources report (described below) meeting the formatting and content requirements of CEQA and the County.

Cardno will develop a CEQA-compliant cultural resources report. This report will conform to California Office of Historic Preservation guidelines and will include California Register of Historical Resources/ National Register of Historic Places listing recommendations for each prehistoric or historic-era resource documented within or immediately adjacent to the APE.

#### **Subtask 4B: Environmental Documentation**

Based on our current knowledge of the project and project area and knowledge of previous environmental documentation, Cardno is proposing that a CEQA categorical exemption will provide environmental clearance for project approvals. Based on this assumption, Cardno will prepare a brief project description, a project record and findings in support of exemption, and the notice of exemption form for review and signature by the County, as well as file the notice of exemption with the Office of Planning & Research and Inyo County Clerk to initiate a shorter statute of limitation of 35 days.

In the event that any of the unknown or unforeseen circumstances documented previously in this task arise and the CEQA categorical exemption is not acceptable to the County or other participating agency, the Cardno team can prepare the project-level IS/ND as directed by the County under a contract amendment.

#### **Task 4 Deliverables:**

- > Brief biological resources technical memorandum
- > CEQA-compliant cultural resources report
- > CEQA categorical exemption

#### **Task 4 Assumptions:**

- > No federal funds, or federal land, are part of the project.
- > No NEPA documentation will be required.
- > No field investigations/pedestrian surveys will be performed.
- > No SB 18 or AB 52 Native American outreach/notification is required.
- > The CEQA level is that of a categorical exemption.

## **PS&E Phase – Project Tasks**

### **Task 5: Project Management (PS&E Phase)**

#### **Subtask 5A: Project Management**

The Cardno project manager will coordinate with internal staff, sub-consultants and the County project manager throughout the project. Internal team communications will be led by the Cardno project manager, who will coordinate closely with task leaders. They will be readily available and will coordinate with the County project manager (and/or designee) and all other necessary parties involved to ensure a successful project. Cardno project manager will ensure each task and subtask is completed to the County's satisfaction, on time, to the scope, and on budget.

As part of these efforts, the Cardno project manager, along with select staff, will meet once monthly (virtually, via Microsoft Teams meetings or conference calls) with the County's project manager to coordinate the project deliverables, schedule status and design updates. Cardno will establish effective communication among the parties involved, including the County's planning, maintenance, and engineering staff; utilities; and the public, as well as funding, permitting, and regulatory agencies.

This subtask further includes internal Cardno team coordination and communication efforts required to perform the work, such as monthly budgeting, invoicing, subconsultant coordination and invoicing, and general project administration. A project coordinator will be assigned to facilitate these tasks from project inception to completion.

#### **Task 5 Deliverables:**

- > Monthly invoicing (9)
- > Monthly virtual meetings with the County (9)

#### **Task 5 Assumptions:**

- > Task 1 is project management only for the PS&E phase, a separate task is allocated for project management related to the ES&P Phase.
- > Duration of the PS&E phase of the project will be 9 months

### **Task 6: Surveys and Mapping**

Cardno team will perform field surveying after development and approval of the concept plans or at a time when the extents and areas of the project are set. Cardno will retain the services of Eastern Sierra Land Surveys (ESLS) to perform the land surveying associated with the project.

Since the extent of the survey, level of detail, and specific areas will not be determined/known until the concept plan is completed, the scope and subtasks described below provide an overview of the approach that the Cardno team will take to surveying and mapping. This approach will be followed, but the extents and level of effort required are not known. For the purposes of costing, budgeting, and scheduling, we assumed a set amount of field time based on our best estimation from similar projects and levels of effort. Upon approval of the concept plans, the surveying and mapping efforts will be reviewed with the County, will be reduced from that which is assumed in this proposal.

#### **Subtask 6A: Survey Control Establishment**

As part of ESLS's initial efforts, the control for the project will be determined by the project manager and lead land surveyor. The control will be established for use in the surveying/basemapping, design, and construction efforts. The control necessary for these efforts will be set in manners and locations that minimize the potential for disturbance and destruction, so they can be used in future phases of the project (including construction). The survey will be performed on a known datum and projection, similar to that used by Caltrans and County surveys.



### **Subtask 6B: Field Surveying**

ESLS will provide the necessary field surveying efforts for the project and collect the necessary field information (e.g., topography, planimetrics, and boundary) to develop an accurate basemap. The boundary information will be based on recovered Inyo County surveyor and Centerline Street monuments along with property markers in the project area for the development of an accurate boundary map. The topographic information collected will be sufficient to develop 1-foot contours within the preferred alternative project area. The planimetric survey will include survey shots of all found features (e.g., structures, drainage features, curbs, sidewalks, traffic signals, surface evidence of underground utilities, existing overhead utilities, fences, and walls) within the survey area.

### **Subtask 6C: Final Basemap**

Careful and detailed mapping is critical to successful project design and construction; the basemap will be used in all future design efforts. The Cardno team will compile the field survey data collected and develop a detailed project basemap. The initial phase of this effort will be the development of a draft basemap. The draft basemap will then be field checked by walking the project site, confirming all aspects are correct, and documenting any errors. The basemap will then be updated, providing the Cardno team and the County with an accurate map that can be trusted throughout the design process.

The process outlined above is an ideal approach to ensure the topographic and planimetric features are accurate. However, the boundary survey cannot be performed in such a manner. The boundary information collected during the field survey will be used to develop the boundary mapping in conjunction with subdivision and record maps. Unfortunately, older areas, such as the project area, have inconsistent boundary information. Therefore, best fit boundary information will be determined by a licensed land surveyor (i.e., ESLS). Cardno has successfully followed this approach on previous projects and find it typically provides an accuracy of approximately 2 feet horizontally for the boundary. This is taken into account during the development of the design to ensure the improvements are within the ROW. In the event improvements require installation in or near these boundaries, easements are obtained or a more detailed, site-specific survey can be completed.

#### **Task 6 Deliverables:**

- > Final basemap

#### **Task 6 Assumptions:**

- > Surveying will not commence until the concept plan has been completed and the project has initiated the PS&E Phase.
- > Surveying level of effort will be limited to eight days of field time (control and survey).

### **Task 7: Geotechnical Investigation**

Accurate geotechnical analysis will be key to providing a roadway rehabilitation solution that is both cost-efficient and durable over the long term. The primary goal of the geotechnical report will be to review the roadway rehabilitation treatments proposed in the County's initial project study report and to evaluate other treatment possibilities given the nature and condition of the existing soils.

SGSI's field exploration will consist of both pavement coring and test pits. Approximately ten 6-inch-diameter cores will be excavated within the proposed street improvement areas. As the excavations are advanced, they will be measured for thickness, and subsurface soil types will be recorded. The information collected will help identify thickness of existing pavement, existence of Class II base and its thickness, and the nature of the subgrade soils. Field exploration will also consist of approximately five backhoe test pits adjacent to paved roadway areas. The test pit soils will be logged as the excavations advance, and subgrade soil samples will be collected for laboratory testing. All excavations will be backfilled and compacted, and all cores will be patched with asphalt cement. SGSI will perform a Notification of Underground Service Alert to clear boring locations for the potential presence of underground utilities.

The soil samples collected will be tested. Testing will include classification and grain size determination, in-place moisture and density, maximum dry density, and R-Value testing. Following testing, SGSI will perform a geotechnical evaluation and analysis of the collected field and laboratory data and prepare a geotechnical report presenting the results of the findings. The report will include recommendations and rehabilitation considerations for the project.

This task will be imperative to providing the County with proper and accurate pavement rehabilitation alternatives. A proper geotechnical evaluation will undoubtedly lead to construction cost savings and will allow the County to maximize the project rehabilitation area and its impact on Lone Pine.

#### **Task 7 Deliverables:**

- > Geotechnical report (preliminary and final)

#### **Task 7 Assumptions:**

- > Geotechnical investigation will not commence until the concept plan has been completed and the project has initiated the PS&E Phase.

### **Task 8: School Circulation Plan**

LSC will prepare an update and final school circulation plan for the Lone Pine High School, focusing on project roadways with school access routes to the high school. This will be an updated version of what was developed in the ES&P phase to provide information and support the final design of the project. This will additionally reflect the guidance regarding safe routes to school planning reflected in Caltrans Active Transportation Planning documents. It will include a summary of existing school circulation conditions, and present recommendations regarding appropriate school access routes and physical improvements to enhance school access and safety. These may include new sidewalks, crosswalk enhancements, bicycle lanes, modifications to parking, auto loading and bus loading zones and access patterns.

A final stand-alone document will be prepared presenting the school circulation plan as a part of the PS&E phase. A draft document will be provided for County review and comment, after which a final document will be prepared.

#### **Task 8 Deliverables:**

- > Final School Circulation Plan (Draft and Final)

#### **Task 8 Assumptions:**

- > No work will commence until the concept plan has been completed and the project has initiated the PS&E Phase.

### **Task 9: Utility Coordination**

The Cardno team will obtain existing utility grid maps, incorporate the mapping into the final project basemap, and update the locations based on the field survey of visual appurtenances (manholes, valves, etc.). The coordination effort with the utilities will commence early in the planning to minimize potential project delays and identify any major utility.

Once the concept plan is determined and surveying and mapping have been completed, the grid map information will be incorporated into the project basemap for use in the development of the 60 percent design and future design steps. This will enable the Cardno team to clearly understand the utility locations (horizontally), identify potential conflict areas, and note any potential potholing needed.

It is not anticipated that major utility conflicts will occur as minimal undergrounding is anticipated. Therefore, Cardno will implement an approach to potential utility conflicts that we have used on similar projects. We will not perform potholing as part of the design; instead, we will identify any potential conflicts on the plans and call for the construction contractor to pothole these potential conflicts as the first order of construction work. If there is a conflict, this will provide adequate time to coordinate potential revisions prior to major construction commencing and minimize the potential for delay claims.

During the project design process (typically following concept design), Cardno will submit improvement plans, if required, to utility companies per the individual company requirements and will begin coordinating utility relocations and/or cover adjustments as needed. This communication will enable a time to interact/coordinate with the utility company staff, determine alternative designs and/or relocation alternatives, and further coordinate construction sequencing and scheduling to be incorporated into the construction documents.

In addition to the utility coordination discussed in this sub-section, ROIs are required to be completed for each affected utility in order to follow the Caltrans LAPM process and receive a ROW certification. The scope and costs associated with these efforts are include in Task 1 of this scope of work.

**Task 9 Deliverables:**

- > None

**Task 9 Assumptions:**

- > The County will provide a complete list of utility companies and appropriate contacts to Cardno within 1 week of the notice to proceed.
- > No utility potholes will be performed.
- > Utility information will be incorporated into the final project basemap.

**Task 10: Right-of-Way Phase and Determination**

There is no anticipated acquisition associated with the project, and, therefore, no budget has been allocated to acquisition. Efforts are limited to identification of potential acquisition, easements, rights-of-entry, and/or temporary construction easements, though none are anticipated to be required to construct the Project. These efforts will include a review of the proposed project improvements (60% Design) in relation to the existing ROW limits and identify areas that may require some form of acquisition. This information will be provided to the County in the forms of figures (plan sheets with areas identified) to facilitate discussion and coordination. The intent of this coordination effort will be to modify the design/project to avoid the need for acquisition.

In the event the County does not wish to modify the design to avoid acquisition requirements, or if a right-of-entry/temporary construction easement/other acquisition becomes required to construct the project, Cardno can assist the County in any and all of the obtainment efforts. In this scenario (not included in this scope/budget), all contact with the property owner will be led by a licensed California real estate broker, who will be added to the Cardno team if the County does not wish to perform and lead these efforts. Cardno has worked with Interwest Consulting Group on previous projects and highly recommends engaging them based on their extensive knowledge, past performance, and understanding of the acquisition process.

**Task 10 Deliverables:**

- > ROW assessment/figure (60 percent design)

**Task 10 Assumptions:**

- > No acquisition is assumed to be required for the project.

## Task 11: Design

The project design will commence following the development and approval of the concept plans and estimate and the completion of field surveying and basemap development (Task 6), along with the geotechnical investigation (Task 7). The design process will follow a standard 60 percent, 90 percent, and final design/construction document review process, whereby the County will be provided design documents to review at each step.

The project design will incorporate several key project elements. The following are a few key design considerations/elements that will be included in the project:

- > Account and provide for on-street parking
- > Account and provide for local storm drainage
- > Account for geotechnical conditions in the project area
- > Account for school circulation plan
- > Coordinate with future projects in the vicinity (utility and/or Caltrans)

The project area encompasses areas that include extensive on-street parking for both residential and commercial uses. The project design must incorporate on-street parking equal to or in excess of the existing parking, generally in the same locations. In addition, the parking and traffic patterns need to be considered in concert with pedestrian mobility to provide safe mobility for all users.

The project area has the potential to be adjacent to the state highway and further to include aboveground and belowground utilities of varying ages and sizes. As part of the initial design efforts, it is imperative for the County and design team to coordinate with utility companies and Caltrans to identify any ongoing, concurrent, and/or future projects within or adjacent to the project area. By performing this initial coordination, projects outside of the project area can either be incorporated into the project or coordinated with to avoid any duplicate efforts or, worse, result in effects to the current project.

Each of these design considerations, along with those identified during the preliminary engineering efforts will be reviewed and incorporated into the project design. The design steps and subtasks associated with the project design are as follows.

### Subtask 11A: 60 Percent Design Package

Once the concept plans have been determined and the PS&E phase has been initiated, plans will be developed to the 60 percent design level, showing the level of detail necessary for the project to enter into an environmental compliance review. The 60 percent plans will be developed on the final basemap, incorporating all of the survey information/data collected and incorporate the information generated from the Geotechnical Investigation.

The Cardno team will develop the 60 percent design of the project based on the concept plans. The 60 percent design will be produced in both horizontal and vertical design, with sufficient underground utility information to ensure major utility conflicts can be minimized, avoided, or mitigated. The plans will highlight key features of the design for construction of the project and sufficiently show improvements, such as roadway modifications (e.g., plan, profile, and cross-sections); bicycle routes; ADA-compliant pedestrian access routes; storm drainage improvements; utility conflicts and potential relocations; revegetation/restoration/landscaping (if necessary); survey control; notes; legend; title sheet; traffic control; staging, storage and access; and temporary best management practices plans and details.

Upon completion, the Cardno team will provide the 60 percent design plans to the County for review and comment. Comments received will be incorporated into the 90 percent design. During the County review period, the Cardno team will meet with the County to review the plans and conduct a review meeting at the project site. This meeting will enable the Cardno team and the County to walk the project site and review the proposed improvements against the existing conditions. This will allow both parties to identify any potential project issues/complications (and also any project benefits), so that they can be addressed on the project plans to minimize the potential for construction change orders.

We will produce a construction cost estimate to detail the anticipated project costs. The Cardno team will prepare a cost estimate based on the 60 percent design. The estimate will be based on recent construction costs (unit prices) for similar work in the region to ensure accuracy of the estimate (with a target of 20 percent accuracy/use of a 20 percent contingency). The estimate will expand on the preliminary engineering cost estimate developed with the approved concept plans for the project with refinements and updates based on the 60 percent design.

At this stage of the design process, the Cardno team proposes to develop a project specification/special provisions outline, rather than full project specifications/special provisions. These will be developed at the 90 percent design stage, when the project design is refined and all design aspects of the project are nearly complete. This will reduce the efforts on the specifications/special provisions and reduce County review time, allowing for a faster project delivery process at a reduced cost.

### **Subtask 11B: 90 Percent Design Package**

The Cardno team will prepare a 90 percent design package for the project that will include updated plans, cost estimate and initiate the development of the technical specifications/special provisions. The 90 percent design will be developed based on comments received from the County on the 60 percent design. These efforts are to represent a 90 percent design and be sufficient to clearly define the project for permitting purposes.

### **Subtask 11C: Final Design Package/Bid Set**

The Cardno team will prepare a 100 percent design package and bid documents for the project. We will develop the 100 percent design based on comments received from the County on the 90 percent design, along with permit conditions received from the permit applications (if any permits are required for the project). The 100 percent design will be a bid/construction-ready set of construction documents, including complete plans, technical specifications/special provisions, bid list, and cost estimate.

#### **Task 11 Deliverables:**

- > 60 percent, 90 percent, and final plans
- > 60 percent, 90 percent, and final cost estimate/bid list
- > 60 percent technical specifications/special provisions outline
- > 90 percent and final technical specifications/special provisions

#### **Task 11 Assumptions:**

- > Costs are assumed for this task; upon determination of the concept plans, Cardno and the County will review the proposed project and refine/revise the scope and cost.
- > No 30 percent design will be performed; the project will go from the concept plans to the 60 percent design step.
- > Technical specifications/special provisions will be produced using the Caltrans Standard Specifications for the technical components of the project. The County will be responsible for all front-end, boilerplate, and/or contractual sections. It is assumed that special provisions to the Caltrans Standard Specifications, similar to how Caltrans produces similar documents, will be provided.
- > No Caltrans Encroachment Permit will be required.

## Task 12: Environmental Permitting

The project is anticipated to disturb more than 1 acre of land and therefore trigger the necessity for a project SWPPP, development of a notice of intent (NOI), and enrolment under the State Construction General Permit (disturbance of more than 1 acre for a linear service project) as part of the Stormwater Multiple Application and Report Tracking System (SMARTS). However, based on the review of the project area and the assumption that there will be no active work/disturbance to a drainage or irrigation ditch/slough hydrologically connected to Owens River, there is assumed to be no necessity for obtaining a State Water Board 401, US Army Corps of Engineers 404, or California Department of Fish and Wildlife permits to implement the project.

Cardno will review project permitting requirements as part of our environmental documentation review and development. This enables all parties to understand, and agree to the permitting needs of the project and further enables the engineering designers to know the limits of what can and cannot be done to meet the environmental and permitting requirements. The permitting applications and approvals are then completed after the 90 percent design step, when the project is clearly defined, enabling for streamlined permit approvals.

### Task 12 Deliverables:

- > SMARTS NOI
- > SWPPP

### Task 12 Assumptions:

- > No permits will be required for the project other than enrollment under the State Construction General Permit.

## Schedule of Work

The Cardno team's proposed project schedule is provided in Appendix A.

## Cost Proposal

The proposed costs, along with hourly breakdown by task, following the scope of work in this proposal are provided in Appendix B. Further, the cost estimates are in accordance with the LAPM and completed on the associated 10-H form.



# Appendix A

PROJECT SCHEDULE







# Appendix B

PROJECT COSTS

**COST ESTIMATE**

ES&P Phase

Lone Pine Town Streets Project

| ITEMS OF WORK            | STAFF NAME-TITLE/CATEGORY                           | Cardno, Inc.      |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | TOTAL CONSULTANT COST |
|--------------------------|---|-------------------|---------------|---------------|----------------|---------------|----------------|----------------|---------------|----------------|--------------|-------------|-----------------|---------------|------------|---------------|-----------------------|-----------------------|
|                          |   | Stephen Peck *    | Brian McRae * | Jason Dukes * | Crystal West * | Grant Schmitz | Melanie Greene | Jennifer Chase | Ivan Trujillo | William Thomas | Melissa Teoh | Erin Elliot | John Whitefield | Niel Kauffman | Anna Clare | Lori Browning | Malini Kochar-Roberts |                       |
|                          |   | DIRECT LABOR RATE | \$68.56       | \$68.56       | \$68.56        | \$68.56       | \$55.29        | \$51.51        | \$46.32       | \$42.17        | \$29.60      | \$37.50     | \$29.12         | \$27.00       | \$28.00    | \$32.42       | \$36.83               |                       |
| ITEM OF WORK DESCRIPTION |   |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       |                       |
| <b>1</b>                 | <b>Project Management</b>                           | 9                 | 0             | 0             | 11             | 28            | 0              | 0              | 0             | 8              | 0            | 0           | 0               | 0             | 4          | 24            | 0                     | \$ 4,169.72           |
|                          | Project Management (6 Months)                       | 6                 |               |               |                | 6             |                |                |               |                |              |             |                 |               |            | 24            |                       | \$ 1,627.02           |
|                          | County/Cardno Virgual Meetings (6)                  | 3                 |               |               | 3              | 6             |                |                |               |                |              |             |                 |               |            |               |                       | \$ 743.10             |
|                          | Public Meetings (1)                                 |                   |               |               | 8              | 8             |                |                |               | 4              |              |             |                 |               | 4          |               |                       | \$ 1,238.88           |
|                          | Field Review Meetings (1)                           |                   |               |               |                | 8             |                |                |               | 4              |              |             |                 |               |            |               |                       | \$ 560.72             |
| <b>2</b>                 | <b>Preliminary Engineering Studies</b>              | 0                 | 0             | 0             | 0              | 20            | 8              | 0              | 20            | 16             | 8            | 0           | 0               | 0             | 0          | 0             | 0                     | \$ 3,134.88           |
|                          | Review Existing Materials                           |                   |               |               |                | 8             | 8              |                | 8             |                | 8            |             |                 |               |            |               |                       | \$ 1,491.76           |
|                          | Preliminary Basemap                                 |                   |               |               |                | 4             |                |                | 4             | 8              |              |             |                 |               |            |               |                       | \$ 626.64             |
|                          | Traffic Data Collection                             |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ -                  |
|                          | Preliminary School Circulation Plan                 |                   |               |               |                | 8             |                |                | 8             | 8              |              |             |                 |               |            |               |                       | \$ 1,016.48           |
| <b>3</b>                 | <b>Concept Plan</b>                                 | 8                 | 8             | 9             | 0              | 26            | 0              | 0              | 24            | 64             | 0            | 0           | 0               | 0             | 0          | 0             | 0                     | \$ 6,058.02           |
|                          | Develop Draft Concept Plan                          | 4                 | 8             | 8             |                | 18            |                |                | 16            | 50             |              |             |                 |               |            | 50            |                       | \$ 4,521.14           |
|                          | Develop Final Concept Plan                          | 4                 |               |               |                | 6             |                |                | 8             | 10             |              |             |                 |               |            |               |                       | \$ 1,239.34           |
|                          | Preliminary Cost Estimate                           |                   |               | 1             |                | 2             |                |                |               | 4              |              |             |                 |               |            |               |                       | \$ 297.54             |
| <b>4</b>                 | <b>Environmental Studies and Documentation</b>      | 0                 | 0             | 0             | 28             | 6             | 20             | 8              | 0             | 0              | 36           | 20          | 8               | 16            | 12         | 0             | 8                     | \$ 6,868.42           |
|                          | Review/Compile Existing Info./Database Search       |                   |               |               | 8              |               | 8              | 4              |               |                | 8            | 8           |                 |               |            |               |                       | \$ 1,678.80           |
|                          | Biological Resources Review and Tech Memo           |                   |               |               | 4              | 2             | 4              |                |               |                |              | 8           |                 |               | 4          |               | 2                     | \$ 1,227.20           |
|                          | Cultural Resources Review the CEQA-Compliant Report |                   |               |               | 8              | 2             |                |                |               |                | 24           |             |                 |               | 4          |               | 4                     | \$ 1,804.14           |
|                          | Categorical Exemption (CEQA)/Project Record         |                   |               |               | 8              | 2             | 8              | 4              |               |                | 4            | 4           |                 | 16            | 4          |               | 2                     | \$ 2,158.28           |
|                          | <b>SUB-TOTAL HOURS</b>                              | <b>17</b>         | <b>8</b>      | <b>9</b>      | <b>39</b>      | <b>80</b>     | <b>28</b>      | <b>8</b>       | <b>44</b>     | <b>88</b>      | <b>44</b>    | <b>20</b>   | <b>8</b>        | <b>16</b>     | <b>16</b>  | <b>24</b>     | <b>8</b>              | <b>457</b>            |
|                          | Direct Labor Costs                                  | \$1,165.52        | \$548.48      | \$617.04      | \$2,673.84     | \$4,423.20    | \$1,442.28     | \$370.56       | \$1,855.48    | \$2,604.80     | \$1,650.00   | \$582.40    | \$216.00        | \$448.00      | \$518.72   | \$883.92      | \$230.80              | \$ 20,231.04          |
|                          | Labor Escalation                                    |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$0.00                |
|                          | <b>Total Direct Labor Costs</b>                     |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 20,231.04          |
|                          | Overhead Costs                                      |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 37,071.36          |
|                          | Fee Cost  |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 2,865.12           |
|                          | <b>TOTAL LABOR COSTS</b>                            |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 60,167.52          |
|                          | <b>OTHER DIRECT COST (Non-Labor Costs)</b>          |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 12,934.67          |
|                          | <b>TOTAL NOT-TO-EXCEED</b>                          |                   |               |               |                |               |                |                |               |                |              |             |                 |               |            |               |                       | \$ 73,102.19          |

\* Sr. Consultant rates have been discounted for Inyo County

183.24%  
5%

**COST ESTIMATE**

**PS&E Phase**

Lone Pine Town Streets Project

| ITEMS OF WORK | STAFF NAME-TITLE/CATEGORY                                      | Cardno, Inc.      |               |               |                |               |                |               |               |                |                |             |            |               |                       | TOTAL CONSULTANT COST |                   |
|---------------|--|-------------------|---------------|---------------|----------------|---------------|----------------|---------------|---------------|----------------|----------------|-------------|------------|---------------|-----------------------|-----------------------|-------------------|
|               |  | Stephen Peck *    | Brian McRae * | Jason Dukes * | Crystal West * | Grant Schmitz | Melanie Greene | Shaun Buckman | Ivan Trujillo | Parker Johnson | William Thomas | Erin Elliot | Anna Clare | Lori Browning | Malini Kochar-Roberts |                       |                   |
|               |  | DIRECT LABOR RATE | \$68.56       | \$68.56       | \$68.56        | \$68.56       | \$55.29        | \$51.51       | \$50.49       | \$42.17        | \$41.35        | \$29.60     | \$29.12    | \$32.42       | \$36.83               |                       | \$28.85           |
|               | ITEM OF WORK DESCRIPTION                                       |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       |                       |                   |
| <b>5</b>      | <b>Project Management</b>                                      | <b>12</b>         | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>18</b>     | <b>3</b>       | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>0</b>       | <b>0</b>    | <b>0</b>   | <b>18</b>     | <b>0</b>              | \$                    | <b>2,635.41</b>   |
|               | Project Management (9 Months)                                  | 6                 |               |               |                | 9             |                |               |               |                |                |             |            | 18            |                       | \$                    | 1,571.91          |
|               | County/Cardno Virgual Meetings (9)                             | 6                 |               |               |                | 9             | 3              |               |               |                |                |             |            |               |                       | \$                    | 1,063.50          |
| <b>6</b>      | <b>Surveys and Mapping</b>                                     | <b>0</b>          | <b>4</b>      | <b>0</b>      | <b>0</b>       | <b>16</b>     | <b>0</b>       | <b>0</b>      | <b>16</b>     | <b>0</b>       | <b>24</b>      | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>2,544.00</b>   |
|               | Survey Control Establishment                                   |                   |               |               |                | 4             |                |               |               |                |                |             |            |               |                       | \$                    | 221.16            |
|               | Field Surveying  |                   |               |               |                | 4             |                |               |               |                |                |             |            |               |                       | \$                    | 221.16            |
|               | Final Basemap  |                   | 4             |               |                | 8             |                |               | 16            |                | 24             |             |            |               |                       | \$                    | 2,101.68          |
| <b>7</b>      | <b>Geotechnical Investigation</b>                              | <b>0</b>          | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>8</b>      | <b>0</b>       | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>0</b>       | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>442.32</b>     |
|               | Geotechnical Investigation                                     |                   |               |               |                | 8             |                |               |               |                |                |             |            |               |                       | \$                    | 442.32            |
| <b>8</b>      | <b>School Circulation Plan</b>                                 | <b>0</b>          | <b>6</b>      | <b>0</b>      | <b>0</b>       | <b>16</b>     | <b>0</b>       | <b>0</b>      | <b>32</b>     | <b>0</b>       | <b>48</b>      | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>4,066.24</b>   |
|               | Draft School Circulation Plan                                  |                   | 4             |               |                | 12            |                |               | 24            |                | 40             |             |            |               |                       | \$                    | 3,133.80          |
|               | Final School Circulation Plan                                  |                   | 2             |               |                | 4             |                |               | 8             |                | 8              |             |            |               |                       | \$                    | 932.44            |
| <b>9</b>      | <b>Utility Coordination</b>                                    | <b>0</b>          | <b>0</b>      | <b>4</b>      | <b>0</b>       | <b>20</b>     | <b>0</b>       | <b>0</b>      | <b>8</b>      | <b>0</b>       | <b>24</b>      | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>2,427.80</b>   |
|               | Coordination with Utilities                                    |                   |               | 4             |                | 16            |                |               | 4             |                | 8              |             |            |               |                       | \$                    | 1,564.36          |
|               | Update Final Basemap   |                   |               |               |                | 4             |                |               | 4             |                | 16             |             |            |               |                       | \$                    | 863.44            |
| <b>10</b>     | <b>Right of Way Phase &amp; Determination</b>                  | <b>4</b>          | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>4</b>      | <b>0</b>       | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>8</b>       | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>732.20</b>     |
|               | Right-of-Way assessment  | 4                 |               |               |                | 4             |                |               |               |                | 8              |             |            |               |                       | \$                    | 732.20            |
| <b>11</b>     | <b>Design</b>  | <b>42</b>         | <b>40</b>     | <b>94</b>     | <b>0</b>       | <b>408</b>    | <b>0</b>       | <b>236</b>    | <b>144</b>    | <b>144</b>     | <b>464</b>     | <b>0</b>    | <b>0</b>   | <b>0</b>      | <b>0</b>              | \$                    | <b>72,301.80</b>  |
|               | Initial Design Coordination (utilities, future projects, etc.) | 4                 | 4             |               |                | 8             |                |               |               |                |                |             |            |               |                       | \$                    | 990.80            |
|               | 60% Design Plans   | 16                | 16            | 16            |                | 160           |                | 80            | 80            | 80             | 240            |             |            |               |                       | \$                    | 29,962.08         |
|               | 60% Cost Estimate  |                   |               | 2             |                | 4             |                |               |               |                | 8              |             |            |               |                       | \$                    | 595.08            |
|               | 60% Site Review Meeting  |                   |               |               |                | 8             |                |               |               |                |                |             |            |               |                       | \$                    | 442.32            |
|               | 60% Technical Specification Outline                            |                   |               | 4             |                | 4             |                |               |               |                |                |             |            |               |                       | \$                    | 495.40            |
|               | 90% Design Plans   | 8                 | 12            | 16            |                | 120           |                | 40            | 40            | 40             | 120            |             |            |               |                       | \$                    | 18,015.36         |
|               | 90% Special Provisions   | 2                 |               | 24            |                | 8             |                | 60            |               |                |                |             |            |               |                       | \$                    | 5,254.28          |
|               | 90% Cost Estimate  |                   |               | 2             |                | 4             |                |               |               |                | 8              |             |            |               |                       | \$                    | 595.08            |
|               | Final Design Plans   | 8                 | 8             | 12            |                | 80            |                | 24            | 24            | 24             | 80             |             |            |               |                       | \$                    | 11,927.12         |
|               | Final Special Provisions                                       | 4                 |               | 16            |                | 8             |                | 32            |               |                |                |             |            |               |                       | \$                    | 3,429.20          |
|               | Final Bid List/Cost Estimate                                   |                   |               | 2             |                | 4             |                |               |               |                | 8              |             |            |               |                       | \$                    | 595.08            |
| <b>12</b>     | <b>Environmental Permits</b>                                   | <b>0</b>          | <b>0</b>      | <b>0</b>      | <b>6</b>       | <b>6</b>      | <b>16</b>      | <b>0</b>      | <b>0</b>      | <b>0</b>       | <b>12</b>      | <b>40</b>   | <b>12</b>  | <b>0</b>      | <b>4</b>              | \$                    | <b>3,591.70</b>   |
|               | SMARTS/NOI   |                   |               |               | 2              | 2             |                |               |               |                |                |             |            |               |                       | \$                    | 247.70            |
|               | SWPPP  |                   |               |               | 4              | 4             | 16             |               |               |                | 12             | 40          | 12         |               | 4                     | \$                    | 3,344.00          |
|               | <b>SUB-TOTAL HOURS</b>   | <b>58</b>         | <b>50</b>     | <b>98</b>     | <b>6</b>       | <b>496</b>    | <b>19</b>      | <b>236</b>    | <b>200</b>    | <b>144</b>     | <b>580</b>     | <b>40</b>   | <b>12</b>  | <b>18</b>     | <b>4</b>              |                       | <b>1,961</b>      |
|               | Direct Labor Costs   | \$3,976.48        | \$3,428.00    | \$6,718.88    | \$411.36       | \$27,423.84   | \$978.69       | \$11,915.64   | \$8,434.00    | \$5,954.40     | \$17,168.00    | \$1,164.80  | \$389.04   | \$662.94      | \$115.40              | \$                    | 88,741.47         |
|               | Labor Escalation   |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | 2,145.77          |
|               | <b>Total Direct Labor Costs</b>                                |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | <b>90,887.24</b>  |
|               | Overhead Costs   |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | 183.24%           |
|               | Fee Cost   |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | 5%                |
|               | <b>TOTAL LABOR COSTS</b>                                       |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | <b>270,300.47</b> |
|               | <b>OTHER DIRECT COST (Non-Labor Costs)</b>                     |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | <b>59,143.20</b>  |
|               | <b>TOTAL NOT-TO-EXCEED</b>                                     |                   |               |               |                |               |                |               |               |                |                |             |            |               |                       | \$                    | <b>329,443.67</b> |

\* Sr. Consultant rates have been discounted for Inyo County

**ATTACHMENT B**

**CONTRACT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
Cardno, Inc.

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

The Consultant shall be compensated for actual costs incurred plus a fixed fee (5%) at the rates shown in the attached cost proposal submitted by Cardno, Inc. for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$402,545.86. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Cardno, Inc. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Cardno, Inc.

Project No. ZP-21-010    Contract No. N/A    Date 12/10/2021

**DIRECT LABOR**

| Classification/Title      | Name                   | Hours | Actual Hourly Rate | Total       |
|---------------------------|------------------------|-------|--------------------|-------------|
| Sr. Consultant            | Stephen Peck *         | 17    | \$68.56            | \$ 1,165.52 |
| Sr. Consultant            | Brian McRae *          | 8     | \$68.56            | \$ 548.48   |
| Sr. Consultant            | Jason Dukes *          | 9     | \$68.56            | \$ 617.04   |
| Sr. Consultant            | Crystal West *         | 39    | \$68.56            | \$ 2,673.84 |
| Sr. Project Engineer      | Grant Schmitz          | 80    | \$55.29            | \$ 4,423.20 |
| Sr. Project Scientist     | Melanie Greene         | 28    | \$51.51            | \$ 1,442.28 |
| Sr. Project Scientist     | Jennifer Chase         | 8     | \$46.32            | \$ 370.56   |
| Project Engineer          | Ivan Trujillo          | 44    | \$42.17            | \$ 1,855.48 |
| AutoCAD Technician        | William Thomas         | 88    | \$29.60            | \$ 2,604.80 |
| Sr. Staff Scientist       | Melissa Teoh           | 44    | \$37.50            | \$ 1,650.00 |
| Staff Scientist           | Erin Elliot            | 20    | \$29.12            | \$ 582.40   |
| Assistant Staff Scientist | John Whitefield        | 8     | \$27.00            | \$ 216.00   |
| Technician                | Niel Kauffman          | 16    | \$28.00            | \$ 448.00   |
| GIS Technician            | Anna Clare             | 16    | \$32.42            | \$ 518.72   |
| Sr. Project Coordinator   | Lori Browning          | 24    | \$36.83            | \$ 883.92   |
| Technical Editor          | Malini Kochhar-Roberts | 8     | \$28.85            | \$ 230.80   |

\* Sr. Consultant rates have been discounted for Inyo County

**LABOR COSTS**

|  |                     |
|--|---------------------|
| a) Subtotal Direct Labor Costs                 | \$ 20,231.04        |
| b) Anticipated Salary Increases                | \$ -                |
| <b>c) Total Direct Labor Costs [(a) + (b)]</b> | <b>\$ 20,231.04</b> |

**INDIRECT COSTS**

|   |                                      |                     |
|---|--------------------------------------|---------------------|
| d) Fringe Benefits (Rate: <u>70.23%</u> )           | e) Total Fringe Benefits [(c) x (d)] | \$ 14,208.26        |
| f) Overhead (Rate: <u>113.01%</u> )                 | g) Overhead [(c) x (f)]              | \$ 22,863.10        |
| h) General and Administrative (Rate: <u>0.00%</u> ) | i) Gen & Admin [(c) x (h)]           | \$ -                |
| <b>j) Total Indirect Costs [(e) + (g) + (i)]</b>    |                                      | <b>\$ 37,071.36</b> |

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)]\* fixed fee 5% ] \$ 2,865.12**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

| Description of Item      | Quantity | Unit  | Unit Cost | Total     |
|--------------------------|----------|-------|-----------|-----------|
| Mileage                  | 240      | Miles | \$0.560   | \$ 134.40 |
| Cultural Database Search | 1        | LS    | \$750.00  | \$ 750.00 |

**l) TOTAL OTHER DIRECT COSTS \$ 884.40**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

|  |                     |
|--|---------------------|
| LSC Transportation Consultants, Inc.   | \$ 12,050.27        |
| <b>(m) TOTAL SUBCONSULTANTS' COSTS</b> | <b>\$ 12,050.27</b> |

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 12,934.67**  
**TOTAL COST [(c) + (j) + (k) + (n)] \$ 73,102.19**

NOTES:

1. Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

**Exhibit 10-H1 Cost Proposal**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
(Calculations for Anticipated Salary Increases)

Consultant Cardno, Inc. Contract No. N/A Date 12/6/2021

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

|   |   |                                     |   |                    |                                     |
|---|---|-------------------------------------|---|--------------------|-------------------------------------|
| Direct Labor<br>Subtotal per<br>Cost Proposal | / | Total Hours<br>per Cost<br>Proposal | = | Avg Hourly<br>Rate | <b>2 year Contract<br/>Duration</b> |
| \$ 20,231.04                                  | / | 457                                 | = | \$44.27            | Year 1 Avg Hourly Rate              |

|                 |         |                        |   |         |                        |
|-----------------|---------|------------------------|---|---------|------------------------|
| Avg Hourly Rate |         | Proposed<br>Escalation |   |         |                        |
| Year 1          | \$44.27 | +                      | = | \$44.27 | Year 2 Avg Hourly Rate |
| Year 2          | \$44.27 | +                      | = | \$44.27 | Year 3 Avg Hourly Rate |
| Year 3          | \$44.27 | +                      | = | \$44.27 | Year 4 Avg Hourly Rate |
| Year 4          | \$44.27 | +                      | = | \$44.27 | Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

|   |         |                                     |   |                           |                        |
|---|---------|-------------------------------------|---|---------------------------|------------------------|
| Estimated %<br>Completed Each<br>Period | *       | Total Hours<br>per Cost<br>Proposal | = | Total Hours<br>per Period |                        |
| Year 1                                  | 100.00% | 457                                 | = | 457                       | Estimated Hours Year 1 |
| Year 2                                  | 0.00%   | 457                                 | = | 0                         | Estimated Hours Year 2 |
| Year 3                                  | 0.00%   | 457                                 | = | 0                         | Estimated Hours Year 3 |
| Year 4                                  | 0.00%   | 457                                 | = | 0                         | Estimated Hours Year 4 |
| Year 5                                  | 0.00%   | 457                                 | = | 0                         | Estimated Hours Year 5 |
| Total                                   | 100%    | Total                               | = | 457                       |                        |

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

|                                       |         |  |   |                    |                        |
|---------------------------------------|---------|--|---|--------------------|------------------------|
| Avg Hourly Rate<br>(calculated above) | *       | Estimated<br>Hours<br>(calculated above) | = | Cost<br>Per Period |                        |
| Year 1                                | \$44.27 | 457                                      | = | \$20,231.04        | Estimated Hours Year 1 |
| Year 2                                | \$44.27 | 0  | = | \$0.00             | Estimated Hours Year 2 |
| Year 3                                | \$44.27 | 0  | = | \$0.00             | Estimated Hours Year 3 |
| Year 4                                | \$44.27 | 0  | = | \$0.00             | Estimated Hours Year 4 |
| Year 5                                | \$44.27 | 0  | = | \$0.00             | Estimated Hours Year 5 |

|   |   |               |                    |
|---|---|---------------|--------------------|
| Total Direct Labor Cost with Escalation         | = | \$20,231.04   |                    |
| Direct Labor Subtotal before escalation         | = | \$20,231.04   |                    |
| Estimated total of Direct Labor Salary Increase | = | <b>\$0.00</b> | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board {when applicable}

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Stephen H. Peck Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/10/2021

Email: [stephen.peck@cardno.com](mailto:stephen.peck@cardno.com) Phone Number: 775.339.3321

Address: 295 Highway 50, Suite 1, Zephyr Cove, Nevada 89448-1533

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project management; Design; Environmental; Utilities; ROW; Bid Support; Construction Support

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Cardno, Inc.

Project No. ZP-21-010    Contract No. N/A    Date 12/10/2021

**DIRECT LABOR**

| Classification/Title    | Name                   | Hours | Actual Hourly Rate | Total        |
|-------------------------|------------------------|-------|--------------------|--------------|
| Sr. Consultant          | Stephen Peck *         | 58    | \$68.56            | \$ 3,976.48  |
| Sr. Consultant          | Brian McRae *          | 50    | \$68.56            | \$ 3,428.00  |
| Sr. Consultant          | Jason Dukes *          | 98    | \$68.56            | \$ 6,718.88  |
| Sr. Consultant          | Crystal West *         | 6     | \$68.56            | \$ 411.36    |
| Sr. Project Engineer    | Grant Schmitz          | 496   | \$55.29            | \$ 27,423.84 |
| Sr. Project Scientist   | Melanie Greene         | 19    | \$51.51            | \$ 978.69    |
| Project Engineer        | Shaun Buckman          | 236   | \$50.49            | \$ 11,915.64 |
| Project Engineer        | Ivan Trujillo          | 200   | \$42.17            | \$ 8,434.00  |
| Project Engineer        | Parker Johnson         | 144   | \$41.35            | \$ 5,954.40  |
| AutoCAD Technician      | William Thomas         | 580   | \$29.60            | \$ 17,168.00 |
| Staff Scientist         | Erin Elliot            | 40    | \$29.12            | \$ 1,164.80  |
| GIS Technician          | Anna Clare             | 12    | \$32.42            | \$ 389.04    |
| Sr. Project Coordinator | Lori Browning          | 18    | \$36.83            | \$ 662.94    |
| Technical Editor        | Malini Kochhar-Roberts | 4     | \$28.85            | \$ 115.40    |

\* Sr. Consultant rates have been discounted for Inyo County

**LABOR COSTS**

|  |                     |
|--|---------------------|
| a) Subtotal Direct Labor Costs                 | \$ 88,741.47        |
| b) Anticipated Salary Increases                | \$ 2,145.77         |
| <b>c) Total Direct Labor Costs [(a) + (b)]</b> | <b>\$ 90,887.24</b> |

**INDIRECT COSTS**

|   |               |                                      |                      |
|---|---------------|--------------------------------------|----------------------|
| d) Fringe Benefits (Rate: <u>70.23%</u> )           | \$ 63,830.11  | e) Total Fringe Benefits [(c) x (d)] | \$ 63,830.11         |
| f) Overhead (Rate: <u>113.01%</u> )                 | \$ 102,711.67 | g) Overhead [(c) x (f)]              | \$ 102,711.67        |
| h) General and Administrative (Rate: <u>0.00%</u> ) | \$ -          | i) Gen & Admin [(c) x (h)]           | \$ -                 |
| <b>j) Total Indirect Costs [(e) + (g) + (i)]</b>    |               |                                      | <b>\$ 166,541.78</b> |

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)]\* fixed fee 5% ] \$ 12,871.45**

**D) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

| Description of Item      | Quantity | Unit  | Unit Cost | Total     |
|--------------------------|----------|-------|-----------|-----------|
| Mileage                  | 240      | Miles | \$0.560   | \$ 134.40 |
| Cultural Database Search | 1        | LS    | \$750.00  | \$ 750.00 |

**l) TOTAL OTHER DIRECT COSTS \$ 884.40**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

|                                      |              |
|--------------------------------------|--------------|
| Eastern Sierra Land Surveys, Inc.    | \$ 35,638.48 |
| Sierra Geotechnical Services, Inc.   | \$ 9,406.09  |
| LSC Transportation Consultants, Inc. | \$ 13,214.23 |

**(m) TOTAL SUBCONSULTANTS' COSTS \$ 58,258.80**

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 59,143.20**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 329,443.67**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.



**Exhibit 10-H1 Cost Proposal**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
(Calculations for Anticipated Salary Increases)

Consultant Cardno, Inc. Contract No. N/A Date 12/10/2021

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

|  |   |                                     |   |                    |                                     |
|--|---|-------------------------------------|---|--------------------|-------------------------------------|
| Direct Labor<br><u>Subtotal</u> per<br>Cost Proposal |   | Total Hours<br>per Cost<br>Proposal |   | Avg Hourly<br>Rate | <b>2 year Contract<br/>Duration</b> |
| \$ 88,741.47   | / | 1,961                               | = | \$45.25            | Year 1 Avg Hourly Rate              |

|        |                 |   |                        |   |                                |
|--------|-----------------|---|------------------------|---|--------------------------------|
|        | Avg Hourly Rate |   | Proposed<br>Escalation |   |                                |
| Year 1 | \$45.25         | + | 3%                     | = | \$46.61 Year 2 Avg Hourly Rate |
| Year 2 | \$46.61         | + | 3%                     | = | \$48.01 Year 3 Avg Hourly Rate |
| Year 3 | \$48.01         | + | 3%                     | = | \$49.45 Year 4 Avg Hourly Rate |
| Year 4 | \$49.45         | + | 3%                     | = | \$50.93 Year 5 Avg Hourly Rate |

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

|        |   |   |                                     |   |                              |
|--------|---|---|-------------------------------------|---|------------------------------|
|        | Estimated %<br>Completed Each<br>Period |   | Total Hours<br>per Cost<br>Proposal |   | Total Hours<br>per Period    |
| Year 1 | 40.00%                                  | * | 1,961                               | = | 784.4 Estimated Hours Year 1 |
| Year 2 | 40.00%                                  | * | 1,961                               | = | 784.4 Estimated Hours Year 2 |
| Year 3 | 20.00%                                  | * | 1,961                               | = | 392.2 Estimated Hours Year 3 |
| Year 4 | 0.00%                                   | * | 1,961                               | = | 0 Estimated Hours Year 4     |
| Year 5 | 0.00%                                   | * | 1,961                               | = | 0 Estimated Hours Year 5     |
| Total  | 100%                                    |   | Total                               | = | 1961                         |

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

|        |  |   |   |   |                                    |
|--------|--|---|---|---|------------------------------------|
|        | Avg Hourly Rate<br><u>(calculated above)</u> |   | Estimated<br>Hours<br><u>(calculated above)</u> |   | Cost<br>Per Period                 |
| Year 1 | \$45.25                                      | * | 784.4   | = | \$35,496.59 Estimated Hours Year 1 |
| Year 2 | \$46.61                                      | * | 784.4   | = | \$36,561.49 Estimated Hours Year 2 |
| Year 3 | \$48.01                                      | * | 392.2   | = | \$18,829.17 Estimated Hours Year 3 |
| Year 4 | \$49.45                                      | * | 0   | = | \$0.00 Estimated Hours Year 4      |
| Year 5 | \$50.93                                      | * | 0   | = | \$0.00 Estimated Hours Year 5      |

|   |   |                                      |
|---|---|--------------------------------------|
| Total Direct Labor Cost with Escalation         | = | \$90,887.24                          |
| Direct Labor Subtotal before escalation         | = | \$88,741.47                          |
| Estimated total of Direct Labor Salary Increase | = | <b>\$2,145.77</b> Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board {when applicable}

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Stephen H. Peck Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/10/2021

Email: [stephen.peck@cardno.com](mailto:stephen.peck@cardno.com) Phone Number: 775.339.3321

Address: 295 Highway 50, Suite 1, Zephyr Cove, Nevada 89448-1533

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project management; Design; Environmental; Utilities; ROW; Bid Support; Construction Support

**ATTACHMENT C**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Cardno, Inc.  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

The Consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and per Diem expenses.

**ATTACHMENT D**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND** Cardno, Inc.  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: Insurance Requirements for Professional Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

**Professional Liability (Errors and Omissions):** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

## **Attachment B: Insurance Requirements for Professional Services**

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

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

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

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

#### **Acceptability of Insurers**

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

#### **Claims Made Policies**

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

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

## **Attachment B: Insurance Requirements for Professional Services**

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

-end-

**ATTACHMENT E**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Cardno, Inc.  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

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

**STATE / FEDERAL FUNDS ADDENDUM**

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.





# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Aaron Steinwand

**SUBJECT:** Inyo County/Los Angeles Standing Committee Meeting – March 24, 2022

---

**RECOMMENDED ACTION:**

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 24, 2022.

**SUMMARY/JUSTIFICATION:**

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for March 24, 2022; the meeting will be hosted by Los Angeles via videoconference. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Technical Group meeting will be scheduled for the week of March 14, and the Standing Committee agenda has not been finalized as of the drafting of this Agenda Request. A draft agenda will be circulated prior to the March 15 Board of Supervisors meeting. At this time, it is anticipated that the Standing Committee agenda will include an update on runoff and operations, Blackrock Waterfowl Management Area, the status of the McNally Ponds E/M project evaluation. These will be primarily informational items. Clearly, the low snowpack and precipitation levels as we near the end of winter suggest that 2022-23 runoff may be below normal and the third year of drought in the Eastern Sierra. There may be discussion at the Standing Committee of LADWP operations in the Owens Valley if snowpack conditions don't improve.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Los Angeles Department of Water and Power

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Aaron Steinwand  
Darcy Ellis  
Aaron Steinwand  
John Vallejo  
Amy Shepherd  
Aaron Steinwand

Created/Initiated - 3/8/2022  
Approved - 3/8/2022  
Approved - 3/9/2022  
Approved - 3/10/2022  
Approved - 3/10/2022  
Final Approval - 3/10/2022



# County of Inyo



## County Administrator - Information Services

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Scott Armstrong

**SUBJECT:**

Inyo County's Broadband Task Force activities to date

---

**RECOMMENDED ACTION:**

Request Board hear an update from Information Services Director Scott Armstrong on Inyo County's Broadband Task Force activities to date.

**SUMMARY/JUSTIFICATION:**

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Scott Armstrong  
Darcy Ellis  
Leslie Chapman

Created/Initiated - 3/4/2022  
Approved - 3/8/2022  
Final Approval - 3/9/2022



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Anna Scott

**SUBJECT:** Amendment Number 2 to the Contract between the County of Inyo and James A. Richardson, MD

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between the County of Inyo and James A. Richardson, MD of Bishop, CA, amending the effective date for Dr. Richardson's salary adjustment for the amount of \$205,000 per year to December 1, 2021, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

On February 22, 2022, your Board ratified Amendment No. 1 to the contract between the County of Inyo and James A. Richardson, MD for Health Officer Services. This amendment was intended to extend the term for Dr. Richardson's contract and to provide for an increase to that annual contract amount effective December 1, 2021. Due to an administrative error, the effective date for the salary adjustment in Amendment No. 1 was written as December 1, 2022. We are asking that your Board ratify Amendment No. 2 to the contract in order to accurately reflect the date of the salary adjustment, effective December 1, 2021.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could chose not to approve the contract amendment and the adjustment to the annual payment for Dr. Richardson. Doing so would delay an adjustment that is intended to recognize the significant and sustained increase in hours Dr. Richardson has and will continue to provide as both the Health Officer and Corrections Medical Director, for the duration of the COVID-19 pandemic.

**OTHER AGENCY INVOLVEMENT:**

Local healthcare providers, Inyo County Jail, Inyo County Juvenile Center, CA Department of Public Health

**FINANCING:**

State, Federal, and Public Health Realignment Funds. This contract is currently funded 95% in Health (045100) and 5% in MCAH (641621) in the Salary and Benefits Object Code.

**ATTACHMENTS:**

1. Dr. Richardson Contract

2. Contract Amendment 1
3. Amendment 2 Health Officer 12.1.21

**APPROVALS:**

|                    |                              |
|--------------------|------------------------------|
| Denelle Carrington | Created/Initiated - 3/7/2022 |
| Darcy Ellis        | Approved - 3/7/2022          |
| Anna Scott         | Approved - 3/8/2022          |
| Marilyn Mann       | Approved - 3/8/2022          |
| Melissa Best-Baker | Approved - 3/8/2022          |
| John Vallejo       | Approved - 3/8/2022          |
| Sue Dishion        | Approved - 3/9/2022          |
| Amy Shepherd       | Approved - 3/10/2022         |
| Marilyn Mann       | Final Approval - 3/10/2022   |

Dr. Richardson  
Anna  
File  
Darcy

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND James A. Richardson, MD**  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, James A. Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer 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 Officer to perform under this Agreement will be made by Jean Turner, whose title is: HHS Director. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from January 1, 2017 to June 30, 2022, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Anna Scott, title HHS Deputy Director. 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 Officer 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 Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$726,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

#### **4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

#### **5. PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

#### **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **7. SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

#### **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

#### **9. WORKERS' COMPENSATION.**

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.



**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer \_\_\_\_\_ of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

**15. NONDISCRIMINATION.**

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**16. CONFIDENTIALITY.**

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**17. CONFLICTS.**

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

**18. POST AGREEMENT COVENANT.**

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. FUNDING LIMITATION.**

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

**20. 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.

**21. NOTICE.**

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

**County of Inyo**  
Health & Human Services Department  
207 A W South St. Street  
Bishop, CA 93514 City and State

**Officer:**  
Dr. James A. Richardson Name  
307 Academy Ave Street  
Bishop, CA 93514 City and State

County of Inyo Standard Contract - 201  
(Appointed County Officer)

**22. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** James A. Richardson, MD  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

2<sup>nd</sup> IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF December

COUNTY OF INYO

OFFICER

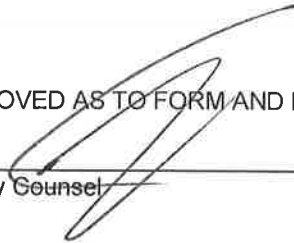
By: 

By: 

Dated: 12-20-16

Dated: 12-2-16

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER

TERM:

FROM: January 1, 2017 TO: June 30, 2022

SCOPE OF WORK:

Contractor shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention, as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Shall provide clinical oversight of licensed public health staff/contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after action reports, as appropriate.

May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries.

May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local interagency meetings as defined by the HHS Director or Deputy Directors. Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, HHS Deputy Director- Behavioral Health, or their designees.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

FROM: January 1, 2017 TO: June 30, 2022

**SCHEDULE OF FEES:**

County shall agree to pay a flat rate of \$5,076.92 per pay period, not to exceed \$132,000 per year.

**AMENDMENT NUMBER One (1)**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and James A. Richardson, MD (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer dated December 20, 2016, on County of Inyo Standard Contract No. 201, for the term from January 1, 2017 through June 30, 2022.

WHEREAS, County and Officer 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 Officer hereby amend such Agreement as follows:

1. Paragraph **2. "TERM"** – termination date to be extended one fiscal year and will read as follows:  
The term of this Agreement shall now be from January 1, 2017 to June 30, 2023, unless terminated sooner, as provided below.
  
2. Paragraph **3. "CONSIDERATION", Section "A", Attachment "B"** – beginning December 1, 2022 annual salary will be increased to \$205,000.00 and will read as follows:  
County shall agree to pay a flat rate of \$7,884.61 per pay period, not to exceed \$205,000.00 per year.
  
3. Paragraph **3. "CONSIDERATION" Section "D"** – contract amount to be increased by \$247,115.23 and will read as follows:  
The total sum of all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$973,115.23 dollars (hereinafter referred to as "contract limit").

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is December 01, 2021.

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



**AMENDMENT NUMBER One (1)**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
22nd DAY OF February, 2022.

**COUNTY OF INYO**

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

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

**OFFICER**

By: James Richardson MD  
Signature

James A. Richardson, MD  
Type or Print

Dated: January 19, 2022

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue DL  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

Dr. Richardson  
Anna  
File  
Darcy

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** James A. Richardson, MD  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, James A. Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer 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 Officer to perform under this Agreement will be made by Jean Turner, whose title is: HHS Director. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from January 1, 2017 to June 30, 2022, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Anna Scott, title HHS Deputy Director. 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 Officer 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 Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$726,000.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

#### **4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

#### **5. PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

#### **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **7. SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

#### **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

#### **9. WORKERS' COMPENSATION.**

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer \_\_\_\_\_ of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

**15. NONDISCRIMINATION.**

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**16. CONFIDENTIALITY.**

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**17. CONFLICTS.**

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

**18. POST AGREEMENT COVENANT.**

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. FUNDING LIMITATION.**

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

**20. 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.

**21. NOTICE.**

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

**County of Inyo**  
Health & Human Services Department  
207 A W South St. Street  
Bishop, CA 93514 City and State

**Officer:**  
Dr. James A. Richardson Name  
307 Academy Ave Street  
Bishop, CA 93514 City and State

County of Inyo Standard Contract - 201  
(Appointed County Officer)

**22. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** James A. Richardson, MD  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

2<sup>nd</sup> IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF December

COUNTY OF INYO

OFFICER

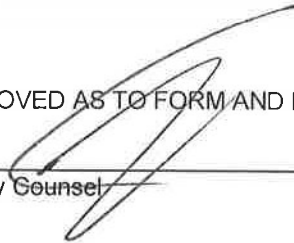
By: 

By: 

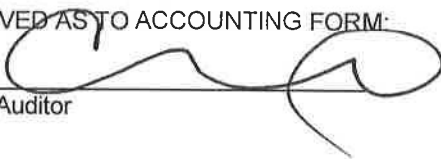
Dated: 12-20-16

Dated: 12-2-16

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services



ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER

TERM:

FROM: January 1, 2017 TO: June 30, 2022

SCOPE OF WORK:

Contractor shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention, as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Shall provide clinical oversight of licensed public health staff/contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after action reports, as appropriate.

May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries.

May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local interagency meetings as defined by the HHS Director or Deputy Directors. Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, HHS Deputy Director- Behavioral Health, or their designees.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

FROM: January 1, 2017 TO: June 30, 2022

**SCHEDULE OF FEES:**

County shall agree to pay a flat rate of \$5,076.92 per pay period, not to exceed \$132,000 per year.

**AMENDMENT NUMBER Two (2) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**James A. Richardson, MD**  

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**FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and James A. Richardson, MD, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 20, 2016, on County of Inyo Standard Contract No. 201, for the term from January 1, 2017 to June 30, 2022.

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:

Paragraph 3. "CONSIDERATION", Section "A", Attachment "B" – beginning December 1, 2021, annual salary will be increased to \$205,000.00 and will read as follows:

County shall agree to pay a flat rate of \$7,884.61 per pay period, not to exceed \$205,000.00 per year.

The effective date of this Amendment to the Agreement is December 1, 2021.

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

**AMENDMENT NUMBER Two (2) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**James A. Richardson, MD**  
**FOR THE PROVISION OF PERSONAL SERVICES**

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

COUNTY OF INYO

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

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

CONTRACTOR

By: James A. Richardson MD  
Signature  
James A. Richardson, M.D.  
Print or Type Name

Dated: March 8, 2022

APPROVED AS TO FORM AND LEGALITY:

Trace Churchla  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue DL  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A  
County Risk Manager



# County of Inyo



## County Administrator - Personnel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Sue Dishion

**SUBJECT:** Contract for Senior Budget Analyst

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#### RECOMMENDED ACTION:

Request Board: A) approve the contract between the County of Inyo and Denelle Carrington for the provision of professional services as the Senior Budget Analyst, at Range 88, Step E, \$9,248 per month, with benefits provided pursuant to Resolution No. 2022-12, effective March 17, 2022; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained; and B) approve Resolution No. 2022-12 and authorize the Chairperson to sign.

#### SUMMARY/JUSTIFICATION:

Included in the Fiscal Year 2021-2022 Budget approved by your Board was the reclassification of Administration's Senior Management Analyst (Range 84) to a Senior Budget Analyst (Range 88). The Budget Analyst position will only be in Administration in direct relation to the County Budget as a whole. This position provides analysis for the County as a whole and is required to be versed in all of the departments' funding sources. Additionally, this position now oversees Purchasing, and is responsible for the oversight of the CARES funding, the new American Rescue Plan Act funds, and the oversight of any new funding sources that arise in the County in relation to the County as a whole. Along with these new funding sources, comes the responsibility to ensure that the use of the funds is audit-proof and that all documentation is available for any reviews that may be needed in relation to the use of the funds.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board can decline to approve the contract, however this is not recommended.

#### OTHER AGENCY INVOLVEMENT:

#### FINANCING:

Funding for this position is included in the FY 2021-2022 Administration Budget.

#### ATTACHMENTS:

1. Denelle Carrington Sr. Budget Analyst Contract

2. Resolution No. 2022-12

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Sue Dishion  
John Vallejo  
Darcy Ellis  
Amy Shepherd

Created/Initiated - 3/8/2022  
Approved - 3/8/2022  
Approved - 3/10/2022  
Approved - 3/10/2022  
Approved - 3/10/2022  
Final Approval - 3/10/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DENELLE CARRINGTON  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR BUDGET ANALYST**

**INTRODUCTION**

WHEREAS, DENELLE CARRINGTON (hereinafter referred to as "Senior Budget Analyst") has been or will be duly appointed as an Senior Budget Analyst for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Senior Budget Analyst desire to set forth the manner and means by which Senior Budget Analyst will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Senior Budget Analyst hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

Senior Budget Analyst shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Senior Budget Analyst under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. ADMINISTRATION OF CONTRACT.**

Senior Budget Analyst will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract

**3. TERM.**

The term of this Agreement shall be from March 17, 2022 until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Senior Budget Analyst 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 Senior Budget Analyst.

B. Travel and Per Diem. County shall reimburse Senior Budget Analyst for the travel expenses and per diem which Senior Budget Analyst incurs in providing services and work under this Agreement. 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 Senior Budget Analyst 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 Senior Budget Analyst without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Senior Budget Analyst 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.

D. Manner of Payment. Senior Budget Analyst will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Senior Budget Analyst by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

## **5. WORK SCHEDULE.**

Senior Budget Analyst's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Senior Budget Analyst that the performance of these services and work will require a varied schedule. Senior Budget Analyst, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Senior Budget Analyst to provide the services and work described in Attachment A must be procured by Senior Budget Analyst and be valid at the time Senior Budget Analyst enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Senior Budget Analyst 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, and professional licenses or certificates. Senior Budget Analyst will provide County, at County's request, 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 Senior Budget Analyst and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Senior Budget Analyst with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Senior Budget Analyst to provide the services identified in Attachment A to this Agreement.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Senior Budget Analyst by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Senior Budget Analyst will use reasonable care to protect, safeguard and maintain such items while they are in Senior Budget Analyst's possession.

B. Products of Senior Budget Analyst '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 or product of, Senior Budget Analyst'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, Senior Budget Analyst will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Senior Budget Analyst for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Senior Budget Analyst for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Senior Budget Analyst is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Senior Budget Analyst harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Senior Budget Analyst's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Senior Budget Analyst one hundred eighty (180) days written notice of such intent to terminate. Senior Budget Analyst may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Senior Budget Analyst. County has relied upon the skills, knowledge, experience, and training of Senior Budget Analyst as an inducement to enter into this Agreement. Senior Budget Analyst shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Senior Budget Analyst agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

Senior Budget Analyst agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Senior Budget Analyst only as allowed by law.

**15. CONFLICTS.**

Senior Budget Analyst agrees that Senior Budget Analyst 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. Senior Budget Analyst agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Senior Budget Analyst 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, Senior Budget Analyst 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, Senior Budget Analyst by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Senior Budget Analyst or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

**County of Inyo**

|                               |                 |
|-------------------------------|-----------------|
| <u>County Administrator</u>   | Department      |
| <u>P.O. Drawer N</u>          | Mailing Address |
| <u>Independence, CA 93526</u> | City and State  |

**Senior Budget Analyst**

|                           |                |
|---------------------------|----------------|
| <u>DENELLE CARRINGTON</u> | Name           |
| <u>P.O. Bo 108</u>        | Street         |
| <u>Big Pine, CA 93513</u> | City and State |

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND DENELLE CARRINGTON  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR BUDGET ANALYST**

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

**COUNTY OF INYO**

**SENIOR BUDGET ANALYST**

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

By: \_\_\_\_\_  
Print or Type Name

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

\_\_\_\_\_  
Signature

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DENELLE CARRINGTON  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR BUDGET ANALYST**

**TERM:**

**FROM: March 17, 2022 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Senior Budget Analyst shall perform the duties and responsibilities as identified in the job description for Senior Budget Analyst incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DENELLE CARRINGTON  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR BUDGET ANALYST**

**TERM:**

**FROM: March 17, 2022 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Senior Budget Analyst shall be compensated at Range 88 Step E and be paid \$9,248 per month, and shall be paid every two weeks on County paydays.
2. The County Administrative Office will review Senior Budget Analyst performance annually.
3. Except as otherwise provided in this contract, Senior Budget Analyst shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. Senior Budget Analyst is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Senior Budget Analyst's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DENELLE CARRINGTON  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR BUDGET ANALYST**

**TERM:**

**FROM: March 17, 2022 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Senior Budget Analyst for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Senior Budget Analyst will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS\\\\

RESOLUTION NO. 2022-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

|                                       |
|---------------------------------------|
| AIRPORT DIRECTOR                      |
| ASSESSOR SENIOR                       |
| CAO ASSISTANT                         |
| CAO DEPUTY                            |
| COUNTY COUNSEL ASST                   |
| COUNTY COUNSEL DEPUTY                 |
| COUNTY COUNSEL CHIEF DEPUTY           |
| DISTRICT ATTORNEY DEPUTY SENIOR       |
| ENVIRONMENTAL HEALTH DEPUTY DIRECTOR  |
| HHS DEPUTY DIRECTOR AGING AND SS      |
| HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH |
| HHS DEPUTY DIRECTOR PUBLIC HEALTH     |
| HHS ASSISTANT DIRECTOR                |
| INFORMATION SERVICES DIRECTOR         |
| MANAGEMENT ANALYST SENIOR             |
| PERSONNEL DEPUTY DIRECTOR             |
| PLANNING DEPUTY DIRECTOR              |
| PROBATION DEPUTY CHIEF ADULT/JUVENILE |
| PUBLIC WORKS DEPUTY DIRECTOR          |
| SENIOR BUDGET ANALYST                 |
| WATER DEPUTY DIRECTOR                 |

**ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed below:

|                                       |
|---------------------------------------|
| AIRPORT DIRECTOR                      |
| ASSESSOR SENIOR                       |
| CAO ASSISTANT                         |
| CAO DEPUTY                            |
| COUNTY COUNSEL ASST                   |
| COUNTY COUNSEL DEPUTY                 |
| COUNTY COUNSEL DEPUTY CHIEF           |
| DISTRICT ATTORNEY DEPUTY SENIOR       |
| ENVIRONMENTAL HEALTH DEPUTY DIRECTOR  |
| HHS DEPUTY DIRECTOR AGING AND SS      |
| HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH |
| HHS DEPUTY DIRECTOR PUBLIC HEALTH     |
| HHS ASSISTANT DIRECTOR                |
| INFORMATION SERVICES DIRECTOR         |
| MANAGEMENT ANALYST SENIOR             |
| PERSONNEL DEPUTY DIRECTOR             |
| PLANNING DEPUTY DIRECTOR              |
| PROBATION DEPUTY CHIEF ADULT/JUVENILE |
| PUBLIC WORKS DEPUTY DIRECTOR          |
| SENIOR BUDGET ANALYST                 |
| WATER DEPUTY DIRECTOR                 |

Persons in these positions are hereinafter referred to as “Management Employees..

**ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

**ARTICLE 3. NON-DISCRIMINATION**



**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

**Section 3.** Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

#### **ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee's on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

#### **ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

Management Employees are FLSA Exempt employees.

#### **ARTICLE 6. STANDBY COMPENSATION**

Employees requested by the department head to serve in an after-hours response capacity will receive \$7500, for performing standby duties on each regularly scheduled day and \$120.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

**ARTICLE 7. SALARIES**

a. Salaries

Management employees shall be paid a monthly salary as set forth in the schedule below and in Attachment D.

All salaries shall be adjusted annually on the first pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March to March change of the BLS (Bureau of Labor Statistics) Riverside -San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

b. Longevity Pay: The County shall provide Management employees the following longevity increases after ten (10) years of consecutive service:

- 10 years - 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on start date. If the Management employees start on the first through fifteenth of the month, the increase will begin the first of that month. If Management employees starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

c. Left Blank

d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

**ARTICLE 8.**

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**ARTICLE 9. INSURANCE BENEFITS**

a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- d. County agrees to pay 100% of the premium for optical insurance.
- e. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
  - Eligible for employee only coverage = \$ 92.31 per pay period
  - Eligible for employee plus one coverage = \$ 184.62 per pay period
  - Eligible for family coverage = \$ 276.93 per pay period

**ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

County will pay the monthly administration fee for each Management Employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

**ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time)." Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

**ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for Management Employees.

**ARTICLE 13.**

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**ARTICLE 14.**

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**ARTICLE 15.**

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**ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employees. Management employee can only donate 80 hourly per calendar year.

#### **ARTICLE 17. VACATION LEAVE**

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

#### **ARTICLE 18. FLEXIBLE LEAVE**

The County shall grant 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1-October 31.....Five (5) days  
November 1 - February 28 ..... Three (3) days  
March 1 - June 30..... One (1) day.

**ARTICLE 19. HOLIDAYS**

a. **Recognized Holidays.** County holidays are as follows:

January 1 (New Year's Day)  
Third Monday in January (Martin Luther King Day)  
Third Monday in February (Presidents Day)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
Friday immediately following Thanksgiving Day  
December 24 or December 31  
December 25 (Christmas Day)

b. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

**ARTICLE 20. RETIREMENT PROVISIONS**

a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.

b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

c. Management employees shall pay their own contribution for both Social Security and Medicare through payroll deductions .

d. PERS benefit to miscellaneous employees shall consist of:

1. Final compensation to be based on highest one year's salary;
2. Include post-retirement survivor allowance;
3. Allow 260 days of accrued sick leave to be added to service credit;
4. Employer Paid Member Contribution (EPMC)
5. All other provisions as amended in the County PERS contract.

New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

- f. Any change in retirement benefits negotiated by ICEA, Management Employees will be applied to management employees by future amendments to this resolution.

**ARTICLE 21. PERSONNEL RULES/RESOLUTION**

The Personnel Rules and Regulations are hereby incorporated. In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

**ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

**ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

**ARTICLE 24.**

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**ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

**ARTICLE 26.**

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**ARTICLE 27.**

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**ARTICLE 28. UNIFORMS**

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

#### **ARTICLE 29. SAFETY SHOES**

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

#### **ARTICLE 30. PERFORMANCE EVALUATIONS**

County will use the performance evaluation agreed to in the ICEA MOU.

#### **ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY**

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

#### **ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

#### **ARTICLE 33. TUITION REIMBURSEMENT**

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

#### **ARTICLE 34. SMOKING**

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Smoking on County property shall only be allowed in designated smoking areas.

#### **ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees' net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

**ARTICLE 36. LETTER OF REPRIMAND**

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**ARTICLE 37.**

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**ARTICLE 38.**

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**ARTICLE 39.**

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**ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

**ARTICLE 41. SEPARABILITY**

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

**ARTICLE 42.**

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**ARTICLE 43**

Left Blank



**ARTICLE 44.**

Left Blank

PASSED AND ADOPTED this \_17<sup>th</sup> day of March, 20221 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Dan Totheroh , Chairperson, Inyo County Board of Supervisors

Attest: Leslie Chapman  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant

**ATTACHMENT D  
MANAGEMENT EMPLOYEES  
EFFECTIVE JULY 8, 2021  
4% COLA**

| <b>Range</b> | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 039          | 2,409         | 2,526         | 2,656         | 2,789         | 2,926         |
| 040          | 2,461         | 2,582         | 2,712         | 2,852         | 2,994         |
| 041          | 2,524         | 2,643         | 2,777         | 2,916         | 3,061         |
| 042          | 2,577         | 2,700         | 2,841         | 2,987         | 3,131         |
| 043          | 2,636         | 2,764         | 2,907         | 3,048         | 3,205         |
| 044          | 2,699         | 2,832         | 2,978         | 3,127         | 3,285         |
| 045          | 2,757         | 2,900         | 3,041         | 3,200         | 3,359         |
| 046          | 2,816         | 2,970         | 3,108         | 3,272         | 3,439         |
| 047          | 2,891         | 3,036         | 3,190         | 3,343         | 3,517         |
| 048          | 2,965         | 3,099         | 3,257         | 3,429         | 3,592         |
| 049          | 3,025         | 3,176         | 3,335         | 3,503         | 3,677         |
| 050          | 3,094         | 3,253         | 3,413         | 3,580         | 3,764         |
| 051          | 3,169         | 3,330         | 3,491         | 3,666         | 3,843         |
| 052          | 3,243         | 3,400         | 3,576         | 3,750         | 3,940         |
| 053          | 3,322         | 3,487         | 3,656         | 3,832         | 4,038         |
| 054          | 3,392         | 3,570         | 3,740         | 3,925         | 4,127         |
| 055          | 3,477         | 3,643         | 3,828         | 4,023         | 4,228         |
| 056          | 3,562         | 3,732         | 3,917         | 4,114         | 4,321         |
| 057          | 3,639         | 3,824         | 4,013         | 4,212         | 4,421         |
| 058          | 3,726         | 3,911         | 4,103         | 4,312         | 4,533         |
| 059          | 3,816         | 4,003         | 4,207         | 4,416         | 4,636         |
| 060          | 3,908         | 4,099         | 4,305         | 4,524         | 4,747         |
| 061          | 3,997         | 4,195         | 4,409         | 4,633         | 4,855         |
| 062          | 4,093         | 4,300         | 4,517         | 4,733         | 4,977         |
| 063          | 4,184         | 4,396         | 4,622         | 4,850         | 5,091         |
| 064          | 4,289         | 4,500         | 4,721         | 4,970         | 5,211         |
| 065          | 4,385         | 4,610         | 4,841         | 5,085         | 5,334         |
| 066          | 4,489         | 4,716         | 4,959         | 5,202         | 5,464         |
| 067          | 4,602         | 4,832         | 5,074         | 5,332         | 5,586         |
| 068          | 4,714         | 4,951         | 5,197         | 5,451         | 5,728         |
| 069          | 4,827         | 5,068         | 5,321         | 5,583         | 5,858         |
| 070          | 4,943         | 5,194         | 5,450         | 5,726         | 6,012         |
| 071          | 5,058         | 5,311         | 5,579         | 5,854         | 6,150         |
| 072          | 5,180         | 5,444         | 5,710         | 5,990         | 6,292         |
| 073          | 5,302         | 5,570         | 5,851         | 6,142         | 6,449         |
| 074          | 5,432         | 5,703         | 5,986         | 6,289         | 6,604         |
| 075          | 5,563         | 5,844         | 6,126         | 6,437         | 6,761         |
| 076          | 5,695         | 5,979         | 6,284         | 6,597         | 6,925         |
| 077          | 5,830         | 6,118         | 6,430         | 6,753         | 7,088         |
| 078          | 5,971         | 6,263         | 6,581         | 6,910         | 7,255         |
| 079          | 6,110         | 6,419         | 6,737         | 7,073         | 7,431         |
| 080          | 6,259         | 6,576         | 6,908         | 7,250         | 7,613         |
| 081          | 6,407         | 6,736         | 7,069         | 7,426         | 7,792         |
| 082          | 6,575         | 6,895         | 7,245         | 7,607         | 7,984         |
| 083          | 6,736         | 7,069         | 7,426         | 7,785         | 8,184         |
| 084          | 6,902         | 7,245         | 7,607         | 7,984         | 8,389         |
| 085          | 7,071         | 7,426         | 7,785         | 8,184         | 8,597         |
| 086          | 7,246         | 7,607         | 7,984         | 8,389         | 8,807         |
| 087          | 7,427         | 7,785         | 8,184         | 8,597         | 9,020         |
| 088          | 7,611         | 7,984         | 8,389         | 8,807         | 9,248         |
| 089          | 7,802         | 8,184         | 8,597         | 9,020         | 9,476         |
| 090          | 7,993         | 8,389         | 8,807         | 9,248         | 9,718         |
| 091          | 8,190         | 8,597         | 9,020         | 9,476         | 9,953         |
| 092          | 8,394         | 8,807         | 9,248         | 9,718         | 10,204        |
| 093          | 8,605         | 9,020         | 9,476         | 9,953         | 10,452        |
| 094          | 8,810         | 9,248         | 9,718         | 10,204        | 10,714        |
| 095          | 9,027         | 9,476         | 9,953         | 10,452        | 10,986        |
| 096          | 9,256         | 9,718         | 10,204        | 10,714        | 11,255        |
| 097          | 9,483         | 9,953         | 10,452        | 10,986        | 11,529        |
| 098          | 9,722         | 10,204        | 10,714        | 11,255        | 11,820        |
| 099          | 9,957         | 10,452        | 10,986        | 11,529        | 12,110        |



# County of Inyo



## County Administrator - Personnel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Sue Dishion

**SUBJECT:** Deputy Personnel Director Contract

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Keri Oney for the provision of professional services as the Deputy Personnel Director, at Range 88, Step E, \$9,248 per month, with benefits provided pursuant to Resolution 2022-12, effective March 17, 2022; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Your Board previously approved the hiring of a Deputy Personnel Director. The position was advertised online and in print publications. Applicants responding to the recruitment were interviewed, and Ms. Oney emerged as the top candidate.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may decline to approve the contract, however this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for this position is included in the FY 2021-2022 Personnel Budget.

**ATTACHMENTS:**

1. Keri Oney Deputy Personnel Director Contract

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Sue Dishion  
John Vallejo

Created/Initiated - 3/8/2022  
Approved - 3/8/2022  
Approved - 3/10/2022  
Approved - 3/10/2022

Amy Shepherd

Final Approval - 3/10/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KERI ONEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PERSONNEL DIRECTOR**

**INTRODUCTION**

WHEREAS, KERI ONEY (hereinafter referred to as "Deputy Personnel Director ") has been or will be duly appointed as an Deputy Personnel Director for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Personnel Director desire to set forth the manner and means by which Deputy Personnel Director will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Personnel Director hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

Deputy Personnel Director shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Personnel Director under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. ADMINISTRATION OF CONTRACT.**

Deputy Personnel Director will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract

**3. TERM.**

The term of this Agreement shall be from March 17, 2022, until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Deputy Personnel Director 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 Deputy Personnel Director.

B. Travel and Per Diem. County shall reimburse Deputy Personnel Director for the travel expenses and per diem which Deputy Personnel Director incurs in providing services and work under this Agreement. 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 Deputy Personnel Director 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 Deputy Personnel Director without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Personnel Director 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.

D. Manner of Payment. Deputy Personnel Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Personnel Director by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

## **5. WORK SCHEDULE.**

Deputy Personnel Director's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Personnel Director that the performance of these services and work will require a varied schedule. Deputy Personnel Director, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Personnel Director to provide the services and work described in Attachment A must be procured by Deputy Personnel Director and be valid at the time Deputy Personnel Director enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Personnel Director 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, and professional licenses or certificates. Deputy Personnel Director will provide County, at County's request, 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 Deputy Personnel Director and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Deputy Personnel Director with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Personnel Director to provide the services identified in Attachment A to this Agreement.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Personnel Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Personnel Director will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Personnel Director's possession.

B. Products of Deputy Personnel Director'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 or product of, Deputy Personnel Director '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, Deputy Personnel Director will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Deputy Personnel Director for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Personnel Director for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Deputy Personnel Director is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Personnel Director harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Deputy Personnel Director 's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Personnel Director one hundred eighty (180) days written notice of such intent to terminate. Deputy Personnel Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Deputy Personnel Director. County has relied upon the skills, knowledge, experience, and training of Deputy Personnel Director as an inducement to enter into this Agreement. Deputy Personnel Director shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Deputy Personnel Director agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

Deputy Personnel Director agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Personnel Director only as allowed by law.

**15. CONFLICTS.**

Deputy Personnel Director agrees that Deputy Personnel Director 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. Deputy Personnel Director agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Deputy Personnel Director 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, Deputy Personnel Director 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, Deputy Personnel Director by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Personnel Director or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

**County of Inyo**

|                               |                 |
|-------------------------------|-----------------|
| <u>County Administrator</u>   | Department      |
| <u>P.O. Drawer N</u>          | Mailing Address |
| <u>Independence, CA 93526</u> | City and State  |

**Deputy Personnel Director**

|                           |                |
|---------------------------|----------------|
| <u>KERI ONEY</u>          | Name           |
| <u>1434 Bear Creek Dr</u> | Street         |
| <u>Bishop, CA 93514</u>   | City and State |

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND KERI ONEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PERSONNEL DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
17th DAY March, 2022.

**COUNTY OF INYO**

**DEPUTY PERSONNEL DIRECTOR**

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

By: Keri Oney  
Print or Type Name

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

  
Signature

Dated: 3/09/2022

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KERI ONEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PERSONNEL DIRECTOR**

**TERM:**

**FROM: March 17, 2022 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Deputy Personnel Director shall perform the duties and responsibilities as identified in the job description for Deputy Personnel Director incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KERI ONEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PERSONNEL DIRECTOR**

**TERM:**

**FROM: March 17, 2022      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Deputy Personnel Director at Range 88 Step E and be paid \$9,248 per month and shall be paid every two weeks on County paydays.
2. The County Administrative Office will review Deputy Personnel Director performance annually.
3. Except as otherwise provided in this contract, Deputy Personnel Director shall be compensated and receive benefits according to Inyo County Resolution Number 2022-12 or a successor resolution applicable to Management Employees.
4. -Deputy Personnel Director is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Personnel Director's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KERI ONEY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY PERSONNEL DIRECTOR**

**TERM:**

**FROM: March 17, 2022 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Deputy Personnel Director for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Personnel Director will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS\\\\



# County of Inyo



## Public Works - Recycling & Waste Management

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Presentation of SB 1383 Regulations

---

**RECOMMENDED ACTION:**

Request Board receive a presentation from Kendra Knight of Waste Connections on SB 1383 regulations and requirements.

**SUMMARY/JUSTIFICATION:**

Kendra Knight works at Waste Connections - Mammoth Disposal/Bishop Waste as a Sustainability Coordinator and would like to make a presentation to the Board that includes the requirements and regulations of SB 1383 which is a statewide effort to reduce emissions of short-lived climate pollutants, including reduced disposal of organic waste by 75% by January 1, 2025.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Waste Connections

**FINANCING:**

N/A

**ATTACHMENTS:**

1. SB 1383 Presentation

**APPROVALS:**

Teresa Elliott

Created/Initiated - 2/25/2022

Darcy Ellis  
Teresa Elliott  
Michael Errante

Approved - 2/25/2022  
Approved - 3/1/2022  
Final Approval - 3/1/2022



# BISHOP WASTE



Reduce Reuse Recycle

Kendra Knight

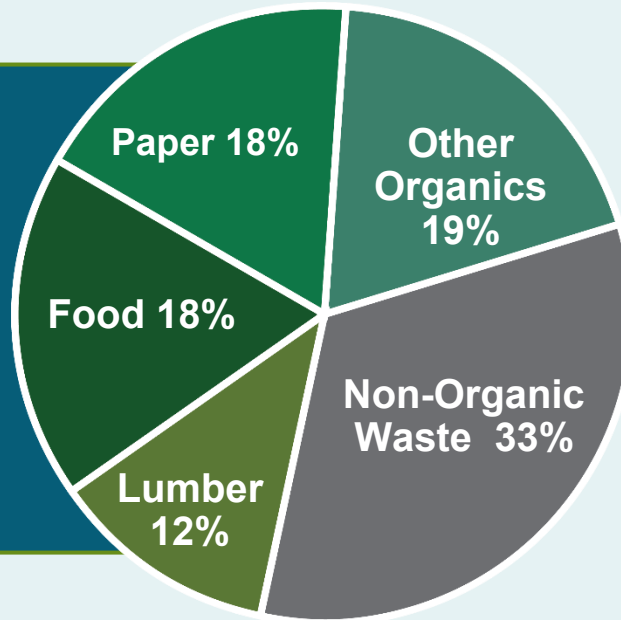
Sustainability Coordinator

[Kendra.knight@wasteconnections.com](mailto:Kendra.knight@wasteconnections.com)

760.616.4307

# SB 1383: Organic Waste Is the Largest Waste Stream in California

CALIFORNIA DISPOSED OF APPROXIMATELY 27 MILLION TONS OF ORGANIC WASTE IN 2017



California's Waste Stream

IN CALIFORNIA, MILLIONS ARE  
**FOOD INSECURE**

1 IN 5 CALIFORNIANS



CALIFORNIA THROWS AWAY  
**MORE THAN 6 MILLION TONS**  
OF FOOD WASTE EVERY YEAR!



# CalRecycle Department Issued Exemptions and Waivers

Rural Exemption

Low-Population Waiver

High-Elevation Waiver



## SB 1383 IN ACTION

### LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

SB 1383 doesn't just apply to waste management and recycling departments.

Every local department plays a role in SB 1383 implementation.



# COMMERCIAL EDIBLE FOOD GENERATORS (ARTICLE 10) (SECTIONS 18991.3 – 18991.5)

## Tier 1



**Wholesale Food Vendors**



**Food Service Providers & Food Distributors**



**Grocery Stores**  
Facilities  $\geq$  10,000 sq. ft.



**Supermarkets**

## Tier 2

Starts 2024



**Restaurants**  
Facilities  $\geq$  5,000 sq. ft.



**Large Venues and Events**



**Hotels**  
with on-site food facility and  $\geq$  200 rooms



**State Agencies**  
with cafeterias



**Local Education Agencies**  
with on-site food facility



**Health Facilities**  
with  $\geq$  100 beds and on-site food facility



# SB 1383 IN ACTION

## INSPECTION AND ENFORCEMENT REQUIREMENTS



Monitor Compliance and Conduct Enforcement

## JURISDICTION REQUIREMENTS

### Ordinance

2022



Adopt an Ordinance (Enforceable Mechanism)

Including Enforcement

### Compliance Monitoring & Education

2022-2024



Annual Compliance Reviews, Route Reviews, Inspections

Educate Violators

### Compliance Monitoring & Enforcement

2024



Annual Compliance Reviews

Route Reviews, Inspections,

Notice of Violations,

Penalties for Violators

# CalRecycle's SB 1383 Mandate & Inyo County

- ◆ Regulated entities are required to maintain records that demonstrate how they are complying with the law. These records will assist regulated entities with preparing for compliance inspections required by local and state agencies.
- ◆ If certain conditions are met, CalRecycle may issue waivers and exemptions to jurisdictions, local education agencies, and non-local entities that exempt them from some or all of these collection requirements.
- ◆ **What does this mean for us in Inyo County?**
  - ❖ A: We will be required to adhere to certain guidelines within SB 1383, such as education and outreach and procurement, however we will be exempt from a large portion, including separation of organics, due to our rural location. We are going above and beyond our jurisdictions' requirements by:
    - ❖ Starting gardens and composting programs in our local schools and restaurants.
    - ❖ Working with and assessing the waste from local restaurants and Tier 1 & 2 generators.
    - ❖ Collaborating with IMACA.
    - ❖ + MORE! Kendra will provide updates as we progress.

# CalRecycle's AB 341 Mandate for Mandatory Commercial Recycling (MCR)

## Purpose

- ◆ To reduce GHG (Green House Gas) emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.
- ◆ **Business Commercial Recycling Requirements**
- ◆ A business (includes public entities) that generates two cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. Businesses can take one or any combination of the following in order to reuse, recycle, compost or otherwise divert solid waste from disposal:
  - ◆ Self-haul.
  - ◆ Subscribe to a hauler(s).
  - ◆ Arrange for the pickup of recyclable materials.
  - ◆ Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

## Inyo County, Mono County & Town of Mammoth Lakes: Recycling in a rural environment.

- ◆ Q: “Why can’t I recycle this in my area?” This is the most frequently asked question I receive.
- ◆ A: Due to the rural nature of our location it is much more difficult to recycle certain materials. Since China’s National Sword initiative, the US is no longer shipping most of our baled recyclables to Asian countries. The industry standard for contamination typically ranges between 1 and 5 percent. Under the new policy, China’s standard is 0.5 percent. This means we have to find processors in the US in that will take our materials. Recyclers have stockpiled certain materials while they look for buyers. Some types of scraps have declined in value, while others have become worthless. Many large cities have just absorbed the losses, fearing that passing on the cost to residents would discourage recycling. Small towns, like Bishop and Mammoth, can’t bear that financial burden. Instead, we’ve had to scale back the types of recyclables we accept. Some towns have started charging fees to cover the ballooning costs of their programs. The result is a growing disparity between the recycling services available to city dwellers and those for rural and small-town residents. Recycling is a commodity. Rural communities spend more to transport their recyclables to centers that can find markets. And they cannot produce the volume of material that buyers want. Unfortunately, countless small towns across the country have had to reduce their recycling programs.

# YES

## Please recycle

Por favor recicla

- Cardboard - Flattened, Non-waxed



- Paper - Clean Office/Copy paper, Newspaper



- Aluminum



- Tin



- Plastic - #1 PETE & #2 HDPE



- Glass - All Colors



# NO



## These items are not recyclable

Most of these items cannot be recycled in any area

Estos elementos son no reciclable

- NO COVID-19 waste – gloves, masks, etc.
- NO medical waste – syringes, tubing and biohazard waste should be disposed of as such.
- NO hazardous material, household hazardous waste, propellants or chemicals.
- NO aerosol cans – may contain hazardous materials.
- NO batteries.
- NO ceramics or pottery.
- NO diapers.
- NO household glass – window panes, light bulbs, tableware.
- NO juice boxes, paperboard or coated cardboard.
- NO used napkins or paper towels.
- NO plastic bags or plastic wrap. Check with your grocery store to return the bags.
- NO plastic bottle tops. Please remove before recycling your bottles.
- NO shredded paper.
- NO Styrofoam.
- NO contaminated take out containers – clean thoroughly first. AND you can only recycle plastics #1 and #2
- NO pizza boxes.
- NO tires.
- NO wire hangers.
- NO yogurt cups



## What We Accept at the Mammoth Disposal Transfer Station Lo que aceptamos en el

Estación de Transferencia

### Hazardous Waste

- Antifreeze
- Fluorescent Light Bulbs
- Batteries
- Motor Oil

### Household

- Household Trash
- Recyclable Material
- Bulky Items: Furniture & Appliances
- Clean Mattresses & Box Springs
- Green Waste: Pine Needles & Yard Debris
- Construction Debris
- Ashes
- Electronics (e-waste)
- Metal

### PaintCare Program

Do you have only paint, stain and varnish to recycle? Many paint stores now take back paint, stain, and varnish year-round during their regular business hours as part of the PaintCare program. The program is free for all residents and most businesses. To find participating drop - off locations and details about which products are accepted, please visit [www.paintcare.org](http://www.paintcare.org) or call (855) 724-6809.

For more info on acceptable items at the transfer station call 760-934-2201 or visit [mammothdisposal.com](http://mammothdisposal.com)



**\*Inyo County Recycling & Waste Management Is Committed To Eliminating Waste Whenever Possible And Recycling To Save Valuable Resources.**

Inyo County has created more opportunities than ever before for our residents and businesses to help reduce waste disposal.

Places To Recycle In Inyo County

***Brown's Supply (Bishop)*** Accepts: CRV; Aluminum, Glass, Plastic (#1 & #2), Metal

***Manor Market (Bishop)*** Accepts: CRV; Glass, Aluminum & Plastic (#1 & #2) and Cardboard

***Shred-Pro*** Offers office document shredding, provide recycling bins at your location.

***Bishop-Sunland Landfill***

***Big Pine Transfer Station***

***Independence Landfill***

***Lone Pine Landfill***

Above Accepts: Glass, Aluminum, Plastic (#1 & #2) and Cardboard

\*Bishop Waste does not manage these sites.

Kendra performs trash assessments for local businesses in conjunction with the AB 341 & AB 1826 mandates and Mandatory Commercial Recycling (MCR). Contact Kendra if you would like a site visit, trash assessment or have any recycling questions. 760.616.4307 or [kendra.knight@wasteconnections.com](mailto:kendra.knight@wasteconnections.com)

**If you are in doubt about what can be recycled, please find out!**  
**We have to work together.**  
**We can do this and we are doing it!**





# County of Inyo



## Planning Department

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** March 15, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Nomination of the Patsiata Historic District to the National Register of Historic Places

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**RECOMMENDED ACTION:**

Request Board receive a presentation from Great Basin Unified Air Pollution Control District Air Pollution Control Officer Phill Kiddoo, Deputy Air Pollution Control Officer Ann Logan, and Kathy Bancroft, Tribal Historic Preservation Officer for the Lone Pine Paiute-Shoshone Tribe, regarding the nomination of the Patsiata Historic District to the National Register of Historic Places.

**SUMMARY/JUSTIFICATION:**

**Update on the Nomination of Patsiata (Owens Lake) to the National Register of Historic Places**

Phillip L. Kiddoo, Air Pollution Control Officer  
Ann Logan, Deputy Air Pollution Control Officer  
Kathy Bancroft, Tribal Historic Preservation Officer, Lone Pine Paiute-Shoshone Tribe

**Summary:**

As part of the dust mitigation effort on Owens Lake, the Patsiata Historic District, is being nominated to the National Register of Historic Places. This nomination identifies significant tribal and cultural resources associated with Owens Lake, known as Patsiata in the Paiute and Shoshone languages, in order to consider them more holistically in future planning, project implementation, and long-term stewardship activities. The nomination is being led by the Patsiata Tribal Oversight Committee, which is composed of the Tribal Historic Preservation Officers of the five local Tribes with close ties to the lake: the Lone Pine Paiute-Shoshone Tribe, the Timbisha Shoshone Tribe, the Big Pine Paiute Tribe of Owens Valley, the Fort Independence Indian Community of Paiute Indians, and the Bishop Paiute Tribe. Support for the nomination has been provided by the Great Basin Unified Air Pollution District (GBUAPCD), the Los Angeles Department of Water and Power, and the California State Lands Commission.

Work on the nomination began in July 2017 following the GBUAPCD Governing Board adoption of a resolution to nominate Owens Lake to The National Register of Historic Places. In the spring of 2020, after a draft nomination was completed, GBUAPCD worked with the Patsiata Tribal Oversight Committee to outreach regarding the nomination. This outreach included correspondence to agencies and a presentation to the Inyo County Board of Supervisors. Concurrently, information regarding the nomination was mailed to all the landowners, including private landowners, within the nomination boundary. Additional details regarding the boundary are provided in the attachments.

In July 2020, following the completion of outreach to agencies and landowners, the nomination was submitted to the California State Office of Historic Preservation for review. Following several requests for additional information, the nomination has been approved for consideration by the State Historical Resources Commission on April 29, 2022. At the meeting, the State Historical Resources Commission will hear public comments from property owners, agencies, and the general public, and consider listing the nomination on the California Register of Historical Resources. If approved, the nomination will then be forwarded to the Keeper of the Register for consideration for listing on the National Register of Historic Places.

Additional details regarding the nomination meeting include:

- Notification letters to property owners within the proposed boundary were mailed by the Office of Historic Preservation in late February 2022.
- Information regarding the nomination will be posted to the Office of Historic Preservation Pending Nominations webpage located at [https://ohp.parks.ca.gov/?page\\_id=24368](https://ohp.parks.ca.gov/?page_id=24368) for public review and comment.
- The State Historical Resources Commission meeting will begin at 9am on April 29, 2022. Additional details can be found at the Meeting Schedule webpage at [https://ohp.parks.ca.gov/?page\\_id=21372](https://ohp.parks.ca.gov/?page_id=21372). The meeting will be hybrid, allowing for either in person attendance at the Auditorium of the California Natural Resources Headquarters Building at 715 P Street in Sacramento, CA or attendance remotely via Zoom. The meeting agenda and Zoom link will be posted ten days prior to the meeting date. Information regarding making public comments at the meeting is also provided on the webpage.
- Written comments regarding the nomination may be submitted to California State Parks, attn: Office of Historic Preservation, Julianne Polanco, State Historic Preservation Officer, 1725 23<sup>rd</sup> Street, Sacramento, CA 95816. It is requested, but not required, that written comments be received fifteen days prior to the meeting.

Enclosed is a detailed information sheet that contains a map of the boundary as well as many frequently asked questions. Also attached is an Executive Summary of the nomination from the Patsiata Tribal Oversight Committee and Office of Historic Preservation nomination summary, meeting announcement, and instructions on how property owners may support or object to the listing.

The District plans to work with the Patsiata Tribal Oversight Committee to continue to provide information to Inyo County, other agencies, stakeholders, and landowners regarding the nomination and the upcoming State Historical Resources Commission meeting.

Attachments:

1. Patsiata Historic District National Register Nomination Information and Map
2. Executive Summary of the Patsiata Historic District Nomination
3. California Office of Historic Preservation Patsiata Historic District Summary
4. California Office of Historic Preservation Meeting Notice and Fact Sheet

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Nomination Info and Maps
2. Executive Summary Nomination
3. CA-Inyo County-Patsiata Historic District
4. OHP Meeting and Fact Sheet

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 3/3/2022  
Approved - 3/3/2022  
Final Approval - 3/7/2022

## Patsiata Historic District National Register Nomination Information

### **Owens Lake (Patsiata) Nomination**

Patsiata, also known as Owens Lake, is being nominated to the National Register of Historic Places as an archaeological district and a traditional cultural property. The nomination is being led by the Patsiata Tribal Oversight Committee, which is composed of the Tribal Historic Preservation Officers of the five local Tribes with close ties to the lake: the Lone Pine Paiute-Shoshone Tribe, the Timbisha Shoshone Tribe, the Big Pine Paiute Tribe of Owens Valley, the Fort Independence Indian Community of Paiute Indians and the Bishop Paiute Tribe. Support for the nomination has been provided by the Great Basin Unified Air Pollution District, the Los Angeles Department of Water and Power, and the California State Lands Commission.

The Patsiata Historic District nomination focuses on Patsiata's importance in indigenous history and culture, documented with summaries of historical accounts and 20th- and 21st-century interviews with elders and other cultural experts. A synthesis of indigenous-related archaeological data collected for dust-control and other projects within the boundary was also completed to support the nomination and is incorporated by reference.

### **Purpose of the Nomination**

The Historic District nomination will:

- Identify significant cultural resources as well as noncontributing elements within the boundary;
- Assist agencies in meeting state and national requirements for considering the effects of proposed projects on cultural resources;
- Facilitate a holistic treatment of archaeological sites for both their cultural and scientific importance in future planning, project implementation, and long-term stewardship; and
- Recognize the lake's importance to indigenous culture.

### **Information for Agencies**

To assist agencies, the Patsiata Tribal Oversight Committee will be releasing an agency version of the nomination so that Inyo County and other public agencies who own or manage land within the boundary will have access to information regarding the cultural and historical importance of the Historic District. The agency version, which will include lists of the contributing and non-contributing elements, will assist agencies in meeting state and federal requirements to consider the effects of proposed projects on cultural resources.

### **Patsiata Historic District Boundary and Land Ownership**

The boundary (see enclosed maps) includes the current Owens Lake as well as the historic shorelines dating back to 14,000 years ago associated with indigenous history. The early Holocene historic shoreline, at approximately 3,708 feet elevation, largely defines the boundary which covers approximately 186 square miles. In places, the boundary has been adjusted to include adjacent contributing elements or to exclude adjacent non-contributing elements.

The majority of the land (98%) within the boundary is public lands. There are approximately two dozen private landowners within the proposed boundary. The communities of Lone Pine, Keeler, Olancho, and Cartago have been excluded from the boundary.

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

### **National Register Listing and Private Property Ownership**

For private property owners, under federal law, the listing of a property in the National Register does not place additional restrictions on what a private property owner may do with their property, unless the property owner is requesting federal funding or a federal license or permit for a project that may affect it. At the state or county level, decisions made under the California Environmental Quality Act may require consideration of potential effects of discretionary projects on properties listed on, or eligible for, the National or State Registers.

### **Nomination Process and Hearing**

In July 2020, following public outreach and completion of the nomination, the nomination was submitted to the California State Historic Preservation Officer. The nomination has been approved for hearing by the State Historical Resources Commission. The meeting is scheduled to be held at a hybrid meeting on April 29, 2022. The meeting will be hybrid, allowing for either in person attendance in Sacramento or remote attendance via Zoom. At the meeting the State Historical Resources Commission will hear comments from property owners, agencies and the public and consider listing the nomination on the California Register of Historical Resources. If recommended by the State Historical Resources Commission, the nomination will then be submitted to the Keeper of the National Register of Historic Places for review and listing. However, if the majority of owners for a nomination object, the property cannot be listed but may still be determined eligible. A property formally determined eligible for listing receives the same consideration as a listed property in federal and state environmental review processes.

### **More Information**

- Details regarding the April 29, 2022 State Historical Resources Commission Meeting may be found at [https://ohp.parks.ca.gov/?page\\_id=21372](https://ohp.parks.ca.gov/?page_id=21372)
- California Register of Historic Places <https://ohp.parks.ca.gov/>
- National Register of Historic Places <https://www.nps.gov/subjects/nationalregister>

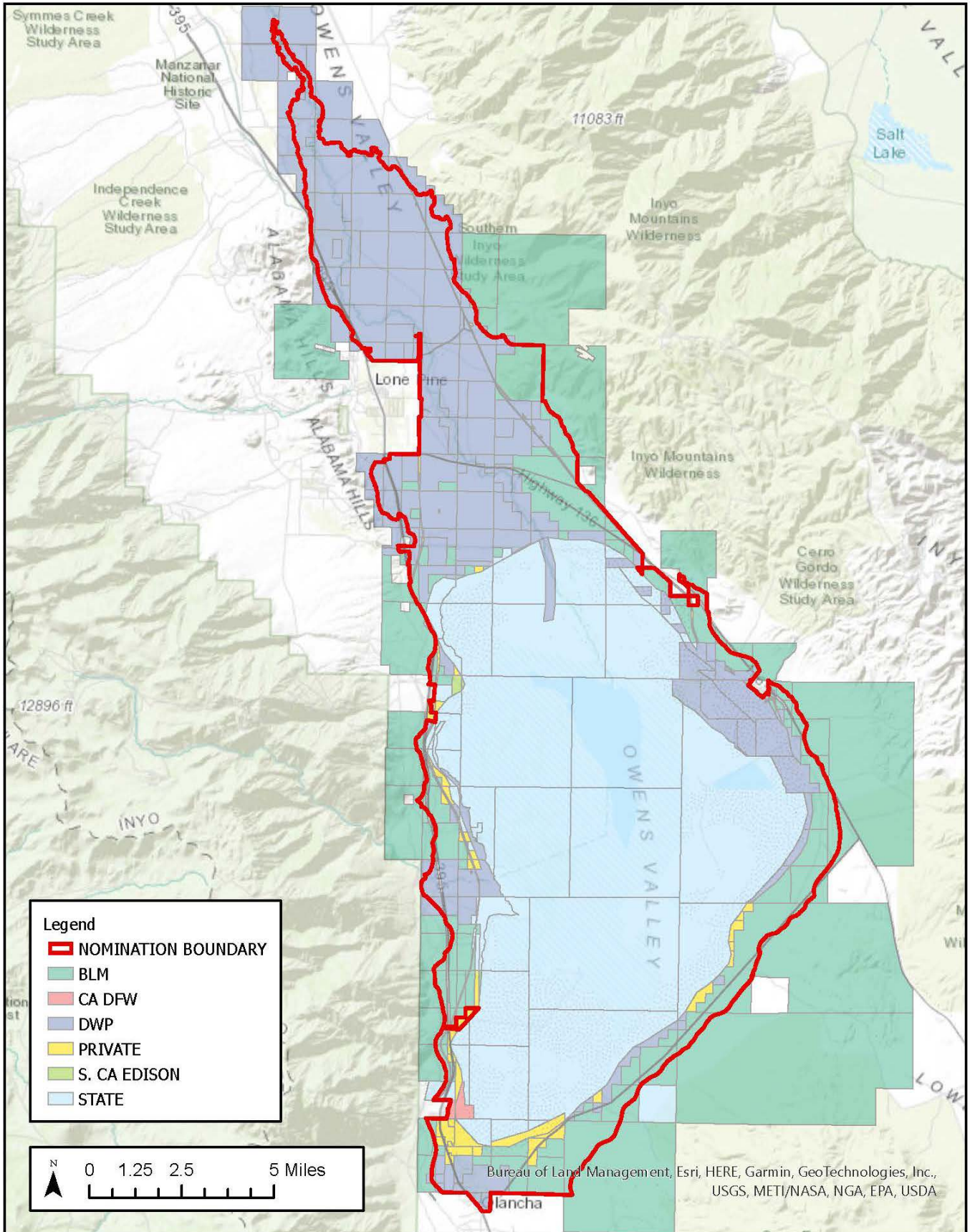
## Patsiata Historic District Boundary Map



The proposed boundary includes the current Owens Lake as well as the historic shorelines dating back to 14,000 years ago associated with indigenous history. The early Holocene historic shoreline, at approximately 3,708 feet elevation, largely defines the boundary. In places, the boundary has been adjusted to include adjacent contributing elements or to exclude adjacent non-contributing elements.



# Patsiata Historic District Land Ownership and Boundary Map



**Patsiata Tübiji Nüümü-na Awaedu Ananisudüheina  
(Patsiata Historic District)  
Nomination for Listing in the California Register of Historical Resources  
and in the National Register of Historic Places**

**Patsiata Tribal Oversight Committee  
Executive Summary  
February 28, 2022**

Patsiata, also known as Owens Lake, has been important to the Indigenous People of Payahuunadü (Owens Valley) since time immemorial. To encourage a broader appreciation and acknowledgment of this importance, the Patsiata Tribal Oversight Committee has prepared a nomination to list the Patsiata Historic District on the National Register of Historic Places. Located in southern Payahuunadü, in Inyo County, California, Patsiata Tübiji Nüümü-na Awaedu Ananisudüheina (the Patsiata Historic District) is a Traditional Cultural Property that meets all four National Register criteria.

The National Register was created by the National Historic Preservation Act of 1966, which was passed primarily to acknowledge the importance of protecting our nation's heritage from rampant federal development. Although National Register listing does not mandate preservation, listing would facilitate a more holistic consideration of tribal and cultural resources associated with the lake in future planning, project implementation, and long-term stewardship activities.

Under the leadership of the Patsiata Tribal Oversight Committee, information was compiled from oral histories conducted with knowledgeable Tribal Elders and other cultural experts, published and unpublished archival resources, and an archaeological overview that had been completed in support of the nomination. The Patsiata Tribal Oversight Committee is composed of the Tribal Historic Preservation Officers of the five Tribes with traditional ties to the lake: Kathy Jefferson Bancroft of the Lone Pine Paiute-Shoshone Reservation; Danelle Gutierrez of the Big Pine Paiute Tribe of Owens Valley, Barbara Durham of the Timbisha Shoshone Tribe, Monty Bengochia of the Bishop Paiute Tribe, and Sean Scruggs of the Fort Independence Indian Community of Paiute Indians. Support was provided by the Great Basin Unified Air Pollution District, the Los Angeles Department of Water and Power, and the California State Lands Commission.

To be listed on the National Register, a place must possess integrity of location, design, setting, materials, workmanship, feeling, and association, and meet at least one of the four criteria. That is, the place must:

- A. be associated with events that have made a significant contribution to the broad patterns of our history; or
- B. be associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or be likely to yield, information important in prehistory or history.

The Patsiata Historic District appears to meet Criterion A for its association with the creation of the world and the traditions and history of the Indigenous People of Payahuunadü. The district is also significant as a manifestation of Indigenous resilience and resistance in the face of ethnic-based persecution and violence. Encompassing massacre and refuge sites as well as important parts of the route of the Forced March, the district is a physical, place-based manifestation of the United States' genocidal policies toward the Indigenous inhabitants of the American West and the colonization of Indigenous homelands in what became the United States of America. Further, the district is associated with attempts to erase and diminish traditional culture through forced assimilation and the usurpation of Indigenous land-use patterns.

The Patsiata Historic District appears to meet Criterion B because of its association with individuals important in Nüümü and Newe history and appears to meet Criterion C because it embodies the Nüümü and Newe traditional way of life. The district represents adaptations to severe climatic fluctuations in the past and to the even more devastating changes that began with the incursions of Euroamericans in the nineteenth and twentieth centuries. For the Nüümü and Newe, this importance permeates both individually distinctive features within the district (such as springs, shorelines, and archaeological sites) and the landscape as a whole.

The Patsiata Historic District appears to meet Criterion D as a place-based location for passing on culture and history to younger generations, and for sharing ecologically relevant traditional knowledge with agencies responsible for land stewardship. In addition, the archaeological sites of the district can provide information about Indigenous ancestors, confirm the antiquity of human occupation in and around the lake, and embody the ways the Nüümü and Newe belong to the land. With a holistic approach, the district has the potential to help researchers improve archaeological method and theory, provide scientifically important information about adaptations to climate change, and provide insight on how the Nüümü and Newe maintained their culture in the face of the Euroamerican incursion.

Patsiata's 14,000-year-old shoreline, at approximately 3708 feet (1130 meters) elevation, largely defines the district boundary, which encompasses 186 square miles (119,303 acres). The district continues to play a key role in Nüümü and Newe history and culture: it is a place of teaching, healing, and keeping the world in balance, and is a source of cultural memory and identity. Patsiata Historic District has integrity of location, setting, association, and feeling. Despite many changes to the property since 1860, the district also retains integrity of design, materials, and workmanship. Most importantly, the district retains its integral relationship to traditional cultural practices and beliefs.

The non-Indigenous developments within the district boundary, including buildings, roads, transmission lines, and railroad grades, are "noncontributing resources." The noncontributing resources cover less than one percent of the landscape, and do not adversely impact the property's capacity to convey its significance.

CALIFORNIA STATE PARKS OFFICE OF HISTORIC PRESERVATION

**DRAFT**

**Patsiata Historic District  
Lone Pine (vicinity), Inyo County**

**THIS NATIONAL REGISTER OF HISTORIC PLACES NOMINATION  
CONTAINS RESTRICTED INFORMATION**

Traditional property locations are considered confidential and public access to such information is restricted by law (Section 304 of the National Historic Preservation Act; Section 9(a) of the Archaeological Resources Protection Act; Executive Order 13007; Section 6254.10 of the California State Government Code). The following summary of the description and significance of the above-named resource is available for public access.

Encompassing approximately 186 square miles (119,313 acres), Patsiata Tübiji Nüümüna Awaedu Ananisudüheina (Patsiata Historic District) is in southern Payahuunadü (Owens Valley), in Inyo County, California. The district includes Patsiata (Owens Lake) and the many shorelines formed as lake levels fluctuated over the past 14,000 years. Patsiata's early Holocene shoreline largely defines the district boundary. For the Nüümü and Newe (called the Paiute and Shoshone by anthropologists) with traditional roots in Payahuunadü, Patsiata has been the center of culture and way of life since time immemorial. Tribal histories attest to the antiquity of this importance.

Contributing resources include springs, and portions of streams, the river, and the route of the Forced March that fall within the district. The overarching landscape is counted as a single additional resource. The forty-eight noncontributing resources consist of non-Indigenous buildings, sites, and structures that overlay portions of Patsiata Historic District. The noncontributing resources cover less than one percent of the landscape, and do not adversely impact the property's capacity to convey its significance.

The documentation for the district is based on oral histories conducted with knowledgeable Tribal Elders and other cultural experts and published and unpublished archival resources. Important features of the district include places central to origin stories, springs, streams, and the river, as well as the lake itself. Patsiata Historic District has integrity of location, setting, association, and feeling. Despite many changes to the property since 1860, the district also retains integrity of design, materials, and workmanship. Most importantly, the district retains its integral relationship to traditional cultural practices and beliefs.

Patsiata Historic District is a traditional cultural property significant under Criteria A, B, C, and D. The district is eligible at the local level of significance under Criterion A for its association with the creation of the world and the lifeways and history of the Nüümü and Newe of Payahuunadü. The district is also a manifestation of Indigenous resilience and

resistance in the face of ethnic-based persecution and violence. Specifically, it is associated with three Indigenous families who originally occupied the lake region and who ensured the cultural continuity of the Nüümü and Newe there.

At the national level of significance, the district is a physical, place-based manifestation of the United States' genocidal policies toward the Indigenous inhabitants of the American West and the colonization of Indigenous homelands in what became the United States of America. Further, the district is associated with attempts to erase and diminish traditional culture through forced assimilation and the usurpation of Indigenous land-use patterns. Patsiata is eligible at the local level of significance under Criterion B for its association with seven individuals important in Nüümü and Newe history.

Patsiata is eligible at the local level of significance under Criterion C as a unique cultural landscape that includes many features related to creation and to the continued maintenance and restoration of balance in the world. The district is a sacred landscape that embodies the Nüümü and Newe's traditional way of life and long history and represents adaptations to severe climatic fluctuations in the past and to the even more devastating incursions of Euroamericans in the nineteenth and twentieth centuries. In addition, the district manifests the application of traditional ecological knowledge. For the Nüümü and Newe, this importance permeates both individually distinctive features within the district and the landscape as a whole. Under Criterion D, Patsiata is eligible at the local level of significance as a focus for passing on culture and history to younger generations, and for sharing ecologically relevant traditional knowledge with agencies responsible for land stewardship. The period of significance is from Creation through the present.



**DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION  
STATE HISTORICAL RESOURCES COMMISSION**

Julianne Polanco, State Historic Preservation Officer  
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100  
Telephone: (916) 445-7000 FAX: (916) 445-7053  
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Armando Quintero, Director

**COMMISSION MEMBERS**

Adam Siro, Chair  
Lee Adams III  
Bryan K. Brandes  
Janet Hansen  
Alan Hess  
Luis Hoyos  
René Vellanoweth, PhD

## MEETING NOTICE

*Pursuant to Executive Order N-29-20, board members/commissioners of a state body may participate in public meetings remotely. The public may observe, provide public comment during the public comment periods, and otherwise observe remotely in accordance with Bagley-Keene Open Meeting Act.*

- FOR:** State Historical Resources Commission Quarterly Meeting
- DATE:** Friday, April 29, 2022
- TIME:** 9:00 A.M.
- PLACE:** California Natural Resources Headquarters Building  
Auditorium  
715 P Street  
Sacramento, California 95814

If you are in need of special accommodations pursuant to the Americans with Disabilities Act, please call Twila Willis-Hunter at (916) 445-7052. Questions regarding the meeting should be directed to the Registration Unit (916) 445-7008. In accordance with the *Bagley-Keene Open Meeting Act* an agenda for this meeting will be published on the Office of Historic Preservation website no later than April 18, 2022.



**DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer

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**NATIONAL REGISTER OF HISTORIC PLACES  
FACT SHEET**

The National Register of Historic Places is the nation's official list of buildings, structures, objects, sites, and districts worthy of preservation. The National Register was established by the National Historic Preservation Act of 1966. The purposes of the Act are: to insure that properties significant in national, state, and local history are considered in the planning of federal undertakings; and to encourage historic preservation initiatives by state and local governments and the private sector.

**The following benefits are associated with National Register listing:**

1. Listed properties may use the State Historic Building Code, a more flexible alternative to the Uniform Building Code. The use of this code may save owners money when repairing or rehabilitating their properties.
2. Under the Tax Reform Act of 1986, a privately owned building that is listed in the National Register or is a contributing building in a National Register historic district may be eligible for a 20% federal income investment tax credit based on the costs of a qualified rehabilitation of the building. These credits apply only to income-producing, depreciable properties, including residential rental properties. The credits do not apply to owner-occupied residential properties. Plans for the rehabilitation are reviewed by the State Historic Preservation Office and the National Park Service, and work on the building must meet federal rehabilitation standards.
3. The Tax Treatment Extension Act of 1980 provides federal tax deductions for preservation easements that result in a decline of fair market value, when conservation restrictions are placed on the property by the owner.
4. All properties and districts listed in or eligible for listing in the National Register are considered in the planning of federal undertakings such as highway construction and Community Development Block Grant projects. "Federal undertakings" also include activities sponsored by state or local governments or private entities if they are licensed or partially funded by the federal government. "Federal undertakings" **do not** include loans made by banks insured by the FDIC or federal farm subsidies. National Register listing does not provide absolute protection from federal actions that may affect the property. It means that if a federal undertaking is in conflict with the preservation of a National Register property, the California Office of Historic Preservation will negotiate with the responsible federal agency in an effort to eliminate, minimize, or otherwise take into account the undertaking's effect on the historic property. This review procedure applies to properties that are determined eligible for the National Register in the day-to-day environmental review process, as well as those actually listed in the National Register.
5. In California, a local tax assessor may enter into contracts with property owners for property tax reductions through the Mills Act.
6. Qualification for grants when funds are available.

7. Listed properties are recognized for their architectural or historic worth, an intangible benefit that is nonetheless valuable. Listing in the Register is primarily an honor, meaning that a property has been researched and evaluated according to established procedures and determined to be worthy of preservation.
8. Properties listed in, or officially determined eligible for listing in the National Register are automatically listed in the California Register of Historical Resources.

**The following may sometimes be regarded as restrictions on National Register listed properties:**

1. A project receiving federal assistance such as Community Development Block Grant funds must be reviewed by the Office of Historic Preservation to determine and hopefully avoid or lessen any potentially adverse effects on National Register properties. Any work undertaken using federal funds must generally use the Secretary of the Interior's Standards for Rehabilitation Projects. Please note, however, that if a property is not listed, but is eligible for listing, the same requirements apply. In other words, actual listing does not increase the owner's responsibility under the law.
2. If a project is subject to the California Environmental Quality Act (CEQA), then the National Register designation of a property (or the determination of its eligibility) would indicate its significance and the need to take into account any effects of the project on the property. Note - this is not necessarily a drawback, depending on the point of view of the owner/local agency. Note also that significance can also be evidenced by other state or local designation, surveys, or other professional evaluation.
3. A local agency **may** tie listing in the National Register to restrictions imposed locally, such as design review. This does not come automatically with listing, however, but must come about as a result of separate local action. Check with your local government.
4. If a property is listed in the National Register, either individually or as a contributor in a National Register district, the owner may not take the 10% federal investment tax credit available for rehabilitation projects on commercial buildings constructed prior to 1936. By following the Secretary of the Interior's Standards, however, the owner may take the 20% tax credit.
5. Proposals to demolish or significantly alter a National Register property damaged in an earthquake or other natural disaster may be subject to review by the Office of Historic Preservation. (See Section 5028 of the Public Resources Code.)

**There are some common misconceptions about the implications of listing:**

1. It is not true that the federal, state, or local government assumes any property rights in the building as a result of listing. Owners are not required to open their homes to the public. If a project is not subject to CEQA, to local preservation ordinances, or to the other environmental regulations outlined above, owners are free to make changes to their property. It is possible that the property could be so altered, however, that it would be removed from the Register.
2. Unfortunately, it is also not true that there are large sums of money available to assist owners and local agencies in rehabilitating National Register properties. Funds are very limited, with the federal tax credits being the most generally available financial assistance.



**DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer  
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100  
Telephone: (916) 445-7000 FAX: (916) 445-7053  
calshpo.ohp@parks.ca.gov [www.ohp.parks.ca.gov](http://www.ohp.parks.ca.gov)

**NATIONAL REGISTER OF HISTORIC PLACES  
HOW TO SUPPORT OR OBJECT TO LISTING**

Under federal law, a privately owned property may not be listed in the National Register over the objection of its owner or, in the case of a property with multiple owners, over the objection of a majority of owners. A district may not be listed in the National Register over the objection of a majority of owners of private property within the proposed district. Each owner or partial owner of private property has one vote regardless of what part of the property that person owns. Within a district, each owner has one vote regardless of how many buildings/parcels he or she owns.

If a private property owner, or a majority of private property owners, should object, the property or district will not be listed. In such cases, the State Historic Preservation Officer will not submit the nomination to the Keeper of the National Register for *listing* in the National Register and may submit the nomination for a *determination of eligibility* for the National Register. If the property or district is *determined eligible* for listing, although not formally listed, it will be given the same protection as a listed property in the federal environmental review process. A property determined eligible for listing is not eligible for federal tax benefits until the objections are withdrawn and the property is actually listed. The laws and regulations regarding this process are covered in the National Historic Preservation Act Amendments of 1980 and in 36 CFR (Code of Federal Regulations), Part 60.

**Supporting a National Register Nomination:**

Private owners who seek National Register listing for their properties are not required to submit statements of concurrence. However, letters of support, from owners or any others, are welcomed and become a permanent part of the nomination file.

**Objecting to a National Register Nomination:**

If you object to the listing of your property, you will need to submit either (1) a notarized statement certifying that you are the sole or partial owner of the property, as appropriate, and that you object to the listing, or (2) a letter with the same statement including the following language: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)". Owners who wish to object are encouraged to submit statements of objection prior to the meeting of the State Historical Resources Commission at which the nomination is being considered. However, statements of objection may be submitted and will be counted up until the actual date of listing. Listing usually takes place 45 days after the nomination is mailed to the Keeper of the National Register following the State Historical Resources Commission meeting. Letters are added to the nomination file and become part of the public record.

**Send letters of support or objection to:**

State Historic Preservation Officer  
Office of Historic Preservation  
1725 23<sup>rd</sup> Street, Suite 100  
Sacramento, CA 95816-7100