

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

### **February 12, 2019**

**8:30 a.m. 1. PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Public Works Director.

**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.)

**10:00 a.m. PLEDGE OF ALLEGIANCE**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Sue Park, IHSS Registered Nurse, Health & Human Services; and Jaclyn Sharer, Legal Secretary I, Probation.

9. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Office Technician III, Range 63 (\$3,867 - \$4,705); and D) if an internal candidate is hired into the position, authorize HHS to backfill the resulting vacancy.
10. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of ESAAA, Social Services, and IC-GOLD funding for one (1) A-PAR Program Services Assistant (PSA) I-II exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of the position it is unlikely that it could be filled by an internal candidate, an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) A-PAR PSA, either at Level I, Range 39PT (\$11.93 - \$14.48/hr.) or Level II, Range 42PT (\$12.75 - \$15.52/hr.), depending upon qualifications.
11. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Specialist IV exists in the Behavioral Health budget (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) full-time HHS Specialist IV, Range 60 (\$3,612 - \$4,387).
12. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk II, Range 50 (\$2,860 - \$3,478).
13. **HEALTH & HUMAN SERVICES** – Request Board:
- A) Establish a Mental Health Services Act (MHSA) Coordinator classification and approve the proposed job description for the MHSA Coordinator at three levels: MHSA Coordinator I at Range 76 (\$5,264 - \$6,400), MHSA Coordinator II at Range 78 (\$5,518 - \$6,705) and Licensed MHSA Coordinator at Range 82 (\$6,076 - \$7,378);
  - B) Delete one (1) Human Services Supervisor for the Behavioral Health Division at Range 70; and
  - C) Find that, consistent with the adopted Authorized Position Review Policy:
    - 1. The availability of funding for the requested position exists in the Mental Health budget (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; and
    - 2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply for the specialized position; and
    - 3. Approve the hiring of one (1) full-time MHSA Coordinator at a Level I, Range 76 (\$5,264 - \$6,400), Level II, Range 78 (\$5,518 - \$6,705) or Licensed MHSA Coordinator, Range 82 (\$6,076 - \$7,378), depending upon qualifications.
14. **HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging/IC-GOLD** – Request Board:
- A) Approve an Assistant Human Services Supervisor position on a pilot basis, beginning January 1, 2018 through June 30, 2021 and beyond, contingent upon funding, and;
  - B) Approve the Assistant Human Services Supervisor job description;
  - C) Change the authorized strength in the Health & Human Services ESAAA/IC-GOLD programs by:
    - 1. Deleting one (1) B-PAR PSA II at Range 42PT (\$12.75 - \$15.52/hr.)
    - 2. Adding one (1) B-PAR Assistant Human Services Supervisor at Range 65PT (\$21.72 - \$26.41/hr.); and
  - D) Find that, consistent with the adopted Authorized Position Review Policy:
    - 1. The availability of funding for the requested position exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;

2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
3. Approve the hiring of one (1) B-PAR Assistant Human Services Supervisor, Range 65PT (\$21.72 - \$26.41/hr.).

15. **HEALTH & HUMAN SERVICES – Social Services – Request Board:**

- A) Change the authorized strength in the HHS Aging and Social Services Division by:
  1. Deleting one (1) Human Services Supervisor at Range 70 (\$4,569 - \$5,557)
  2. Deleting one (1) Integrated Case Worker I at Range 60 (\$3,612 - \$4,387)
  3. Adding one (1) Program Manager at Range 74 (\$5,021- \$6,103); and
- B) Find that, consistent with the adopted Authorized Position Review Policy:
  1. The availability of funding for one (1) Program Manager exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
  2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply;
  3. Approve the hiring of one (1) Program Manager at Range 74 (\$5,021- \$6,103); and
  4. If an internal candidate is hired into the Program Manager position, authorize HHS to backfill the resulting vacancy.

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

**COUNTY ADMINISTRATOR**

16. Request Board approve the "Inyo County, CA 2019 Legislative Platform and Priorities" document.
17. **Information Services** – Pursuant to the Technology Refresh Initiative, request Board authorize the purchase of 10 Dell desktop computers with associated peripherals from CDW-G for \$8,789 and 40 HP laptop computers with associated peripherals from Southern Computer Warehouse for \$41,857, for a combined total of \$50,646.

**PROBATION**

18. Request Board: A) declare American Security Group a sole-source provider of security system maintenance; B) approve the contract between the County of Inyo and American Security Group in an amount not to exceed \$23,490 for the period of July 1, 2019 to June 30, 2020, with an option to renew a second and third year, contingent upon the adoption of future fiscal year budgets; and C) authorize the Chairperson to sign.

**PUBLIC WORKS**

19. Request Board approve the plans and specifications for the Independence Library Flooring Project, and authorize the Public Works Director to advertise and bid the project.

**SHERIFF**

20. Request Board approve Resolution No. 2019-06 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

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

21. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of December 4, 2018, December 11, 2018, December 18, 2018, January 8, 2019, and January 15, 2019.

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

- 11 a.m. 22. **AG COMMISSIONER** – Request Board: A) conduct a public hearing on the consideration of a County commercial cannabis license for the microbusiness classification in Zone 5C; and B) conditionally approve the application that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of the license contingent on the applicant paying the fees established, and applicant obtaining all applicable permits and licenses required by the County and the State of California including payment of all required fees and taxes.
- 11 a.m. 23. **PLANNING** – Request Board: A) conduct a public hearing on a proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-10/Jellison and Amending the Zoning Map of the County of Inyo by Rezoning a 0.35-Acre Parcel Located at 2476 & 2478 Dixon Lane (APN 010-081-40) in the Unincorporated Community of Bishop from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH);” B) certify that the provisions of the California Environmental Quality Act have been met and make certain findings with respect to and approving Zone Reclassification No. 2018-10/Jellison; and C) waive the first reading of and enact the above-referenced ordinance.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.**

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

24. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**



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

For Clerk's Use Only: <b>AGENDA NUMBER</b> <b>AGENDA NUMBER</b>  9
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request to hire an Office Technician III in the Aging and Social Services division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Technician III at Range 63 (\$3,867 - \$4,705); and
- D) If an internal candidate is hired into the Office Technician III position, authorize HHS to backfill the resulting vacancy.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Office Technician III in the HHS Aging and Social Services Division recently became vacant as the employee accepted a promotional position within HHS Administration. The Office Technician III position provides direct support to the HHS Deputy Director, Social Services and Aging Programs, who manages the Adult and Children's Social Services programs, the Employment and Eligibility programs, the FIRST program and the Aging Services programs, including Adult Protective Services, In Home Supportive Services (IHSS), Eastern Sierra Area Agency on Aging (ESAAA) and Inyo County's Growing Older, Living with Dignity (I.C. GOLD). The position monitors the multiple task deadlines of the Deputy Director's position, tracks mandated training requirements, coordinates purchasing and work order issues for the various sites, and assists with other administrative duties as needed. The Office Technician III position also provides supervisory support to the Employment and Eligibility office in both the Bishop and Lone Pine Social Services offices as well as managing the daily operations of both offices. The position also provides basic support to supervisors of the Division programs in addressing administrative details as assigned by the HHS Deputy Director.

The Department is respectfully requesting authorization to recruit and hire an Office Technician III in the HHS Aging and Social Services Division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the Department, the Department respectfully requests authorization to recruit and hire to fill any resulting vacancies.

**ALTERNATIVES:**

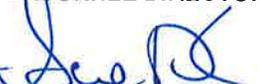
Your Board could choose not to authorize the hiring of the Office Technician III position. This would severely impact the oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues. Additionally, these duties, which would be absorbed by existing staff and the HHS Deputy Director, may result in a failure to meet multiple deadlines and with the Deputy Director being left with insufficient support to address the wide-range of administrative details.

**OTHER AGENCY INVOLVEMENT:**

Juvenile Court, Juvenile and Adult Probation, Toiyabe Family Services, local Indian tribes, Behavioral Health, Public Works, Fiscal, Sheriff's Office, District Attorney, Bishop Police Department and Wild Iris.

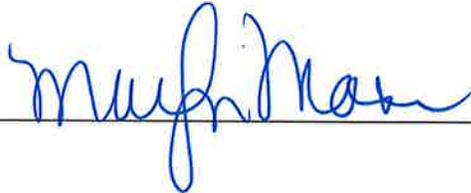
**FINANCING:** State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

**APPROVALS**

<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>2/5/19</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>2/5/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

2/5/19



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  10
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA/IC-Gold

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request to hire one A-PAR Program Services Assistants (PSA) I, or II in the ESAAA/IC-Gold program.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of ESAAA, Social Services and ICGOLD funding for one position of an A-Par Program Services Assistant (PSA) I, or II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where due to the part-time nature of these positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one A-Par PSA, either a I at Range 39 PT (\$11.93-\$14.48/hr.), or a II at Range 42PT (\$12.75 to \$15.52/hr.) depending upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An A-PAR Program Services Assistant position became vacant when the employee accepted a full time cook position. The part-time, up to 19 hours per week, position perform support services including, but not limited to: assisting the cook with preparing meals, meal delivery to home bound seniors and assisted transportation to medical appointments. The PSA is also available to provide support in other program functions during staff absences.

We are respectfully requesting permission to fill this vacancy at either an A-Par PSA I, or II level in order to ensure the provision of services.

**ALTERNATIVES:**

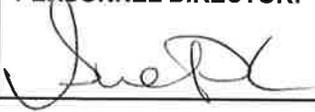
The Board could choose not to allow HSS to hire the PSA I, or II position, which would impact the ability of the Senior Programs' Lone Pine site, to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from one site to the other in order to provide coverage.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

State and Federal funding and County General Fund. These positions are budgeted 60% in ESAAA (683000); and 40% in IC GOLD (056100) in the salaries and benefits object codes.

<b>APPROVALS</b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/1/19</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>1/30/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

2/4/19



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request for authorization to hire one full time Health and Human Services (HHS) Specialist IV in the Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that, consistent with the adopted Authorized Position Review Policy,

- A. the availability of funding for the requested positions exists in the Behavioral Health budget (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be appropriate to ensure qualified applicants apply for this position; and
- C. Approve the hiring of one full time HHS Specialist IV Range 60 (\$3,612-\$4,387).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An HHS Specialist IV (HHSS IV) position in the Behavioral Health Division has become vacant as an employee is moving on to other employment within the community. This vacant position is one of the two HHS Specialist IV positions authorized for the Behavioral Health Child and Family team. The Specialist works primarily with school-age youth and spends the majority of time providing school, community and home-based services. The intensive caseload for this position is 15-20 youth and involves working with youth to provide developmentally-informed services and support to increase resiliency, address trauma issues, improve functioning in the classroom and community, and improve family and peer relationships. The HHS Specialist IV works with youth individually as well as providing group activities to aid the individual in building healthy relationship and peer skills. In addition, the HHS Specialist IV assists the family by coaching and assisting in identifying natural supports. The Specialist works not only as a part of the Behavioral Health Child and Family team; but also also in partnership with the broader team of staff in prevention, mentoring, schools, child welfare, substance abuse services and juvenile justice.

The HHSS IV provides case management and support for a complex caseload and is able to maximize the billing of Medi-Cal services. Under the direction and supervision of a Licensed Practitioner of the Healing Arts from within our Medi-Cal certified clinic, this position can bill for certain documented mental health services and interventions provided within a treatment plan. This position also assists in the “back-up” capacity with the after-hours on-call response. The Department is respectfully requesting authorization to recruit and hire an HHSS IV in our Behavioral

Health Division.

**ALTERNATIVES:**

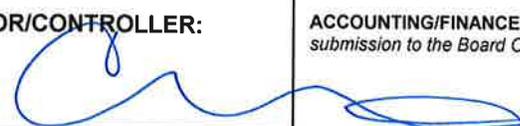
The Board could choose to not to allow Behavioral Health to hire this position. This would negatively impact the ability of the team to provide these important direct services to youth and families.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, primary health, and law enforcement, in addition to most other HHS divisions. The Adult/Older Adult team works most closely with the primary healthcare providers, social security, landlords, and adult social services.

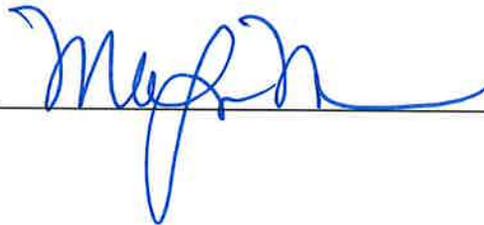
**FINANCING:**

Medi-Cal reimbursement, including EPSDT, as allowed, and Mental Health Realignment funds. This position is budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/1/19</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>1/30/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/4/19



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
12

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request to hire one full time Office Clerk II in the HHS Social Services Employment and Eligibility division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Clerk II at Range 50 (\$2,860 - \$3,478).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An Office Clerk II in our Employment and Eligibility Division recently accepted an Integrated Case Worker position within the same division, resulting in a vacancy. The Office Clerk II position remains critical to the functioning of this division. The position ensures smooth operation in an office that regularly has a heavy volume of telephone and in person client contact. This position is the primary, first point of contact in person or by telephone to individuals applying for a wide range of social services programs. This division has one of the highest volumes of lobby traffic and the Office Clerk II position is vital in ensuring that clients are greeted warmly and directed to the correct staff member for assistance.

In addition to handling the telephone and lobby traffic, the Office Clerk manages client schedules and office assignments for the Employment and Eligibility Office. The position also provides support to the Integrated Case Workers in all areas of the office as well as managing all of the regular clerical assignments.

This division provides a wide range of services including, but not limited to MediCal benefits, Cal Fresh benefits, cash assistance through CalWORKs, County Medical Services Program (CMSP) and General Relief. Maintaining our current staffing level helps ensure high quality customer services, as well as ensuring timely and accurate documentation of client records.

The Department is respectfully requesting authorization to hire an Office Clerk II in the HHS Social Services Employment and Eligibility division.

**ALTERNATIVES:**

The Board could choose to not allow HHS to fill this vacancy, which would impact our ability to ensure coverage of reception duties in the Bishop office. It would also result in the reception duties being performed by

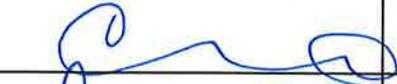
higher-paid professional staff.

**OTHER AGENCY INVOLVEMENT:**

None

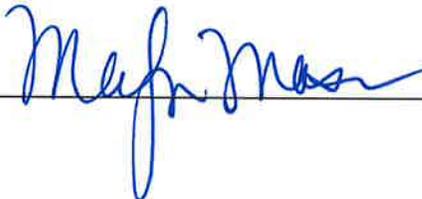
**FINANCING:**

Federal, State and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/5/19</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>2/5/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/5/19



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

For Clerk's Use Only:  
**AGENDA NUMBER**

13

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

**FROM:** HEALTH & HUMAN SERVICES (HHS)

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request permission to change the authorized strength by deleting one Human Services Supervisor at Range 70 and establish a Mental Health Services Act (MHSA) Coordinator series at a level I (Range 76), level II (Range 78) and a Licensed MHSA Coordinator (Range 82) classification and to hire one full time position at the MHSA Coordinator I, II or Licensed MHSA Coordinator, contingent upon qualifications for the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board:

- 1) Establish a MHSA Coordinator classification and approve the proposed job description for the MHSA Coordinator at three levels: MHSA Coordinator I at Range 76 (\$5,264-\$6,400), MHSA Coordinator II at Range 78 (\$5,518-\$6,705) and Licensed MHSA Coordinator at range 82 (\$6,076-\$7,378).
- 2) Delete one Human Services Supervisor for the Behavioral Health Division at Range 70.
- 3) Find that, consistent with the adopted Authorized Position Review Policy,
  - a) the availability of funding for the requested position exists in the Mental Health budget (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
  - b) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
  - c) approve the hiring of one full time MHSA Coordinator at a level I at Range 76 (\$5,264-\$6,400), level II at Range 78 (\$5,518-\$6,705) or Licensed MHSA Coordinator at Range 82 (\$6,076-\$7,378); contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

We are requesting this position due to a vacancy resulting from the retirement of the long term Human Services Supervisor leading our Wellness Center sites. The Human Services Supervisor at the Wellness Center sites has been in the position since the inception of the wellness center strategies under MHSA funds and has been instrumental in providing excellent outreach and engagement, transformational consumer-driven services and advocacy for persons with behavioral health conditions that place them at risk for homelessness, incarceration, or hospitalization. We have used this vacancy as an opportunity to evaluate the position and our current overall program, staffing, and fiscal sustainability needs. We are requesting that the position be filled by a person at the level of a master's degree in the healing arts who is also firmly anchored in a recovery, strengths-based principles. Hiring at master's level will result in an on-site supervisor who is able to provide clinical assessment, diagnosis and documentation oversight to

increase potential Medi-Cal billing for allowable services provided in this setting and out into the community. While services will not be driven by Medi-Cal billing, there is the potential to bill Medi-Cal especially for rehabilitation or case management services that have not historically been billed due to difficulty in accomplishing the admission process. In addition, we will look for a candidate who is rooted in the recovery and strength-based services and is able to convene stakeholders and partners to write and implement the MHSA and other related grants. We have additionally looked at the skill sets needed to further spread the strengths model in our division and department. In this vein, we are proposing that this position provides training, supervision, mentoring and coaching of staff at Progress House, as well as at the wellness center sites. In turn, the current Progress House Administrator will continue operational oversight of Progress House and will assume operational oversight of the wellness center sites. Finally, this position would act in the role of the Progress House Administrator as back up to the Administrator and obtain certification to fulfill this role. At the MHSA Coordinator I level, the person would be eligible to obtain the certification within 18 months, at MHSA Coordinator II, they would meet the requirements for Certification at hire, and the Licensed MHSA Coordinator level they would meet requirements within 18 months. We respectfully ask to advertise at all three levels in order to increase our applicant pool. We also request that employees be able to advance to the next level of the position with successful completion of qualifications and performance standards.

**ALTERNATIVES:**

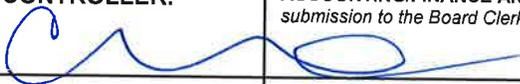
The Board could choose to not to allow HHS to hire this position at the new classification. This would limit the department from a potential growth opportunity both fiscally and programmatically.

**OTHER AGENCY INVOLVEMENT:**

Health and Human Services works in partnership with multiple agencies such as Probation, Court, Schools, primary health facilities, and law enforcement.

**FINANCING:**

MHSA, MHBG, Medi-Cal and Behavioral Health Realignment. This position is budgeted 100% in MH (045200) in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>2/5/19</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>2/5/19</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

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

 Date: 2/5/19

## **MENTAL HEALTH SERVICES ACT (MHSA) COORDINATOR I and II**

**DEFINITION:** Under the general direction of the Behavioral Health Director, or her designee, will coordinate and provide program services and oversight for the MHSA Plan as part of the Behavioral Health Division of the Health and Human Services (HHS) Department.

**ESSENTIAL JOB DUTIES:** As part of the division leadership team, provides frontline program planning, oversight, clinical direction, training, and evaluation for the MHSA and the Mental Health Block Grant (MHBG) programs. Assists in the development of the MHSA and MHBG plans including a robust Stakeholder process and involvement. Provides Progress House administrative back up commensurate with certification. Implements MHSA Community Services and Supports plans. This currently includes MHSA outreach, engagement and treatment services offered through the wellness center sites, Progress House, and out into the community and First Episode Psychosis program offerings. Provides case assignment for case management services and training, coaching, and field mentoring of staff. Provides clinical assessment and treatment planning to result in admissions as appropriate. Provides documentation training and oversight to meet Medi-Cal standards for unlicensed staff. Ensures privacy and scope of practice standards for assigned programs. Assists with the expansion of the strengths model principles in the HHS Department and community. Works in partnership and coordination both within the Behavioral Health division and HHS Department, as well as with other community agencies to address issues such as Supported Employment, homelessness, crisis, and criminal justice involvement. Participates in crisis response and intervention as part of the Behavioral Health on-call rotation. Functions as a part of the Behavioral Health Team and Health and Human Services Department to plan integrated culturally competent and effective programs; participates to ensure quality assurance and compliance with State and Federal Program regulations; provides other duties as assigned.

### **EMPLOYMENT STANDARDS:**

#### **Education/Experience:**

*MHSA Coordinator I:* Must possess a Master's degree or Doctorate in social work, counseling or related field AND must be eligible to be registered with the State of California as an intern to practice psychotherapy while pursuing one of the following licenses:

Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Practical Clinical Counselor (LPCC), or Psychologist.

AND at least 5 years of progressively responsible clinical experience working in a behavioral health setting, including experience working with persons with severe mental illness. Supervisory experience also preferred.

AND with the ability to achieve an Adult Residential Facility Administrator certification within 18 months of employment.

*MHSA Coordinator II:* The education and experience as listed under MHSA Coordinator I with the addition of at least one year of experience in a residential treatment facility resulting in the ability to achieve an Adult Residential Facility Administrator Certification within 6 months of employment.

#### **Knowledge of:**

*MHSA Coordinator I:* Best practice recovery practices in stigma reduction and in the outreach, engagement and consumer-driven services with persons with severe mental illness (SMI) as well as co-occurring disorders in a

system of care in the public sector; laws pertaining to confidentiality and care of persons with severe mental illness including involuntary treatment; billing and documentation standards; basic principles and practices of supervision, peer mentoring and strengths leadership.

*MHSA Coordinator II:* All of the above and best practices as related to Adult Residential Facilities and related regulations.

**Ability to:**

*MHSA Coordinator I:* Effectively involve stakeholders and partners in the planning for MHSA; provide and direct outreach and engagement of persons with severe mental illness and persons with co-occurring mental illness and substance use disorders; implement effective strength-based, consumer-driven strategies as well as crisis intervention; work cooperatively as part of a multidisciplinary and leadership team; provide training, coaching and mentoring of staff; participate in staff performance evaluation and program outcomes and reporting; communicate clearly and concisely, both orally and in writing; model effective, professional conduct within one's scope of practice and be proactive in identifying conflict of interest and other potential boundary issues; participate and benefit from supervision and opportunities for growth and development; produce documentation using an electronic health record; stand, walk, twist, and lift and carry 25 pounds; climb and descend stairs, use a phone, drive a motor vehicle during any time of day/evening.

*MHSA Coordinator II:* All above and the ability to provide administrative oversight in compliance with the laws and regulations for an Adult Residential Treatment facility.

**Special requirements:** Will be required to submit to yearly tuberculosis test. Must possess or obtain within six months of employment a valid First Aid and CPR certification and maintain during term of employment. Must possess a valid operator's license issued by the State Department of Motor Vehicles.

## **LICENSED MENTAL HEALTH SERVICES ACT (MHSA) COORDINATOR**

**DEFINITION:** Under the general direction of the Behavioral Health Director, or her designee, will coordinate and provide program services and oversight for the MHSA Plan as part of the Behavioral Health Division of the Health and Human Services (HHS) Department.

**ESSENTIAL JOB DUTIES:** As part of the division leadership team, provides frontline program planning, oversight, clinical direction, training, and evaluation for the MHSA and the Mental Health Block Grant (MHBG) programs. Assists in the development of the MHSA and MHBG plans including a robust Stakeholder process and involvement. Provides Progress House administrative back up commensurate with certification. Implements MHSA Community Services and Supports plans. This currently includes MHSA outreach, engagement and treatment services offered through the wellness center sites, Progress House, and out into the community and First Episode Psychosis program offerings. Provides case assignment for case management services and includes training, coaching, and field mentoring of staff. Provides clinical assessment and treatment planning to result in admissions as appropriate. Provides documentation training and oversight to meet Medi-Cal standards for unlicensed staff. Ensures privacy and scope of practice standards for assigned programs. Assists with the expansion of the strengths model principles in the HHS Department and community. Works in partnership and coordination both within the Behavioral Health division and HHS Department, as well as with other community agencies to address issues such as Supported Employment, homelessness, crisis, and criminal justice involvement. Participates in crisis response and intervention as part of the Behavioral Health on-call rotation. Functions as a part of the Behavioral Health Team and Health and Human Services Department to plan integrated culturally competent and effective programs; participates to ensure quality assurance and compliance with State and Federal Program regulations; provides other duties as assigned.

### **EMPLOYMENT STANDARDS:**

**Education/Experience:** Must possess a valid California license to practice psychotherapy\*

\*Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Practical Clinical Counselor (LPCC), or Psychologist.

AND at least 5 years of progressively responsible clinical experience working in a behavioral health setting, including experience with persons with a serious mental health condition. Supervisory experience also preferred.

AND the ability to achieve an Adult Residential Facility Administrator certification within 18 months of employment.

**Knowledge of:** Best practice recovery practices in stigma reduction and in the outreach, engagement and consumer-driven services with persons with severe mental illness (SMI) as well as co-occurring disorders in a system of care in the public sector; laws pertaining to confidentiality and care of persons with severe mental illness including involuntary treatment; billing and documentation standards; basic principles and practices of supervision, peer mentoring and strengths leadership.

**Ability to:** Effectively involve stakeholders and partners in the planning for MHSA; provide and direct outreach and engagement of persons with severe mental illness and persons with co-occurring mental illness and substance use disorders; implement effective strength-based, consumer-driven strategies as well as crisis intervention; work cooperatively as part of a multidisciplinary and leadership team; provide training, coaching and mentoring of staff; participate in staff performance evaluation and program outcomes and reporting; communicate clearly and

concisely, both orally and in writing; model effective, professional conduct within one's scope of practice and be proactive in identifying conflict of interest and other potential boundary issues; participate and benefit from supervision and opportunities for growth and development; produce documentation using an electronic health record; stand, walk, twist, and lift and carry 25 pounds; climb and descend stairs, use a phone, drive a motor vehicle during any time of day/evening.

**Special requirements:** Will be required to submit to yearly tuberculosis test. Must possess or obtain within six months of employment a valid First Aid and CPR certification and maintain during term of employment. Must possess a valid operator's license issued by the State Department of Motor Vehicles.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b> <b>AGENDA NUMBER</b>  14
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request to change HHS authorized strength by deleting a B-Par Program Services Assistant (PSA) II and adding a B-Par Assistant Human Services Supervisor pilot position, approve the Assistant Human Services Supervisor job description and authorize the hiring of one B-Par Assistant Human Services Supervisor position in the ESAAA/IC-GOLD programs.

**DEPARTMENTAL RECOMMENDATION:**

Request to approve an Assistant Human Services Supervisor position on a pilot basis, beginning January 1, 2018 through June 30, 2021 and beyond, contingent upon funding, and including:

- A) Approve the Assistant Human Services Supervisor job description; and,
- B) Change the Authorized Strength in the Health and Human Services ESAAA/IC-GOLD programs by:
  - 1. Deleting one B-Par PSA II at Range 42PT (\$12.75 - \$15.52/hr)
  - 2. Adding one B-Par Assistant Human Services Supervisor at Range 65PT (\$21.72 - \$26.41/hr);
- C) Find that, consistent with the adopted Authorized Position Review Policy:
  - 1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
  - 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
  - 3. Approve the hiring of one B-Par Assistant Human Services Supervisor at Range 65PT (\$21.72 - \$26.41/hr.)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Existing law, as part of the Mello-Granlund Older Californians Act, established the Office of the State Long-Term Care Ombudsman, under the direction of the State Long-Term Care Ombudsman, in the California Department of Aging (CDA). The Long Term Care Ombudsman Program (LTCOP) assists elderly persons in long-term health care facilities and residential care facilities by, among other things, investigating and seeking to resolve complaints against these facilities. The LTCOP is funded through the CDA, which allocates federal and state funds according to a specified distribution formula. The funding formulary previously ensured a base funding of \$35,000 for the LTCOP in Inyo and Mono counties.

Effective June 27, 2018, Welfare and Institutions Code 9719.5 was amended as follows (changing the base

allocation from \$35,000 to \$100,000):

9719.5.(a) (1) The department shall allocate all federal and state funds for local ombudsman programs according to the following distribution, but shall not allocate less than one hundred thousand dollars (\$100,000) per fiscal year.

(2) After the base allocation, remaining funds shall be distributed in accordance with subdivision (b).

(b) (1) Fifty percent of the funds shall be allocated to each local program based on the number of facilities served by the program in proportion to the total number of facilities in the state.

(2) Forty percent of the funds shall be allocated based on the number of beds within the local program's area of service in proportion to the total number of beds in the state.

(3) Ten percent of the funds shall be allocated based on the total square miles within each local program's area of service in proportion to the total number of square miles in the state.

The Long-Term Care Ombudsman Program (LTCOP) works to resolve problems related to the health, safety, welfare, and rights of individuals who live in Long-Term Care (LTC) facilities (i.e. nursing homes, board and care, assisted living, and other residential care communities). LTC Ombudsman regularly advocate for improvements in resident care and work to improve their quality of life.

With the increase in LTCOP base allocation funding, the Department has the opportunity to look at ways to support and improve the existing local LTCOP as well as combining funding sources to further support our senior services program. Our LTC Ombudsman works out of our Bishop Senior Center where the position also provides oversight to the facility as the Site Coordinator. Currently the Bishop Senior Center has a vacant part-time Program Services Assistant (PSA) position that we are proposing to eliminate and replace with a newly authorized Assistant Human Services Supervisor position.

The deletion of the PSA position and the establishment and hiring of the Assistant Human Services Supervisor will allow the Department to better serve the needs of both the Ombudsman program and the senior center by establishing a position that can provide needed administrative and program relief to the Human Services Supervisor overseeing the LTCOP. The proposed position will be able to assist in meeting all of the investigative and advocacy duties of the program, including required site visits in Lone Pine and Bishop, as well as the associated data and statistical reporting that is required. The proposed Assistant Human Services Supervisor will also provide support to the daily operations of the Senior Center site by providing office coverage, assisting with special activities and coverage during staff shortages.

The Department is respectfully requesting authorization to move forward with the Assistant Human Services Supervisor pilot position and request your approval to change the authorized strength by deleting one B-Par PSA II and adding one B-Par Assistant Human Services Supervisor in the HHS ESAAA/IC-GOLD programs. The Department also respectfully requests your Board approve the proposed job description and authorize the department to recruit and hire an Assistant Human Services Supervisor.

#### **ALTERNATIVES:**

The Board could choose not to hire the Assistant Human Services Supervisor position which would not allow the Department to take advantage of additional Long-Term Care Ombudsman funding and would impact the Bishop Senior Programs' ability to ensure adequate coverage of the Bishop Senior Site as well as administrative support and services provided through the Long-Term Care Ombudsman program, especially during periods of staff absences. This may lead to higher costs for the ESAAA/IC-GOLD programs if absences are covered by higher paid staff and/or staff who have to travel from one site to the other in order to provide coverage as well as a possible delay in responding to investigative and data entry needs.

#### **OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

State and Federal funds. This position will be paid 100% in the ESAAA Budget (683000) in the Salary and Benefits object category. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>2/5/19</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J</u> Date: <u>2/5/19</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

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

 Date: 2/5/19

INYO COUNTY  
PERSONNEL SERVICES  
P. O. Box 249  
INDEPENDENCE, CA 93526



(760) 878-0377  
FAX (760) 872-2712

AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN COUNTY FOR:

**ASSISTANT HUMAN SERVICES SUPERVISOR – PART TIME**

(ESAAA/I.C.-GOLD & LTC Ombudsman Program)

**DEPARTMENT:** Health and Human Services  
**LOCATION:** Countywide  
**SALARY:** Range PT65 \$21.72 - \$26.41/hour\*

\***BENEFITS:** Will receive benefits provided by ICEA-represented BPAR-category employees as documented in the Memorandum of Understanding.

**DEFINITION:**

Under supervision, assists in the coordination and direction of aging programs for residents of Long-Term Care Facilities, as well as for services provided at Senior Centers to aging participants. Programs include nutrition, outreach, escort, information and referral, community, in-home, and LTC Ombudsman advocacy. Provides leadership in the absence of the Human Services Supervisor overseeing Senior Centers and/or the LTC Ombudsman.

**ESSENTIAL JOB DUTIES:**

Incumbents in the Assistant Human Services Supervisor classification receive direct supervision from a Human Services Supervisor, or higher-level supervisor or manager. The Assistant Human Services Supervisor provides general office support including fielding phone calls, greeting members of the public, and answering questions appropriately; maintains records and logs; signs in meal guests daily and prepares meal counts. Assists the Human Services Supervisor who acts as the Site Coordinator in maintaining various statistical reports and individual case files; counts and deposits all program income for the Nutrition Program and other services at the designated area/site; maintains appropriate receipts/documentation of all transactions; organizes social activities; coordinates and helps to develop plans to stimulate community interest and involvement in the senior program; and identifies and supports volunteers. Duties also include participation in meetings and trainings as directed; following applicable federal, state and local regulations; maintaining compliance with LTC Ombudsman certification requirements; performing LTC Ombudsman program functions, and other duties as assigned. LTC Ombudsman functions include administrative and office duties such as ordering supplies, filing, data entry, and report preparation; acting in the capacity of an LTC Ombudsman, promoting and protecting the rights, dignity, safety, and quality of life of residents in long-term care facilities; assisting residents to address and resolve issues to their satisfaction; promoting communication between parties who may disagree; supporting both resident rights as well as the sincere effort of providers who wish to deliver high quality care in their facilities;

visiting with residents, identifying complaints and concerns; Educating residents about their rights, community services available to them, laws, regulations and standards governing LTC facilities; and receiving and responding to reports of suspected elder/dependent adult abuse as directed by the LTC Ombudsman.

## **EMPLOYMENT STANDARDS**

### **Education/Experience:**

EITHER:

Pattern 1: Graduation from an accredited four year college or university;

OR

Pattern 2: Successful completion of thirty (30) college semester units from an accredited college or university, including fifteen (15) semester or twenty-two (22) quarter units in social welfare, social/human services, psychology, sociology, or other social or behavioral science or related field

and;

One (1) year of full-time experience performing duties comparable to the Human Services Specialist IV classification.

OR

Pattern 3: Equivalent to completion of two years of college, including fifteen (15) semester or twenty-two (22) quarter units in social welfare, social/human services, psychology, sociology, or other social or behavioral science or related field

and;

Two (2) years of full-time experience performing paraprofessional\* duties comparable to a Human Services Specialist III classification OR Two (2) years of full-time experience in a public or private Health and Human Services agency providing services to disadvantaged adults and/or children

\*Paraprofessional is defined as a person trained to assist a professional (including but not limited to social workers, therapists, doctors, teachers, and lawyers), but is not licensed to independently practice in the profession.

### **Knowledge of:**

- The social, medical, economic and recreational needs and concerns regarding the senior population
- Types of activities suited to the senior population
- Health and social care systems, community agencies and organizations that provide services to the senior population
- Evaluation and assessment methods
- The principles of Federal and State regulations governing programs for the aged
- Computer applications such as spreadsheets, word processing, e-mail, and database software

- Office procedures, filing techniques, business methods, operation of office equipment, including telephone, copier, agency computer programs, and the internet
- Effective communication skills both orally and in writing

**Ability to:**

- Successfully complete the 36-hour State Certified Long Term Care Ombudsman Training and post training mentored facility visits within 6 months of employment.
- Complete 12 hours of additional training annually to retain certification.
- Be sensitivity to the human situation as related to the aging process
- Be objective and impartial when documenting discussing and reporting complaints and concerns
- And willingness to follow complaints to conclusion
- Maintain client confidentiality in investigation and casework
- Receive and respond to inquiries and complaints made by or on behalf of residents in long-term care facilities
- Develop professional relationship with personnel in long-term care facilities through regular visits to assigned facilities
- Maintain documentation and submit required reports in a timely manner.
- Apply effective interpersonal skills
- Develop and maintain effective working relationships with agency staff, clients, and outside organizations
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Use computers and related software
- Encourage self -advocacy and interaction between residents, staff and community including resident councils and family support groups
- Be flexible and adjust work schedule and daily duties to meet the needs of the program

**Typical Physical Requirements:** While performing the essential functions of this job class, the employee is regularly required to: use hands and fingers to operate a vehicle and a variety of office equipment; possess flexibility and endurance to sit, stand, walk, bend, squat, climb, kneel, twist, and reach; talk and hear clearly and concisely to communicate with general public, clients, supervisors, and fellow employees on a continuous basis; regularly lift and/or carry and/or move objects weighing up to 10 pounds, and occasionally lift and/or carry and/or move objects up to 50 lbs.

**Typical Working Conditions:**

Assigned work is performed in an office, in client homes, in Long-Term Care Facilities and occasionally in the outdoor environment. The successful applicant will have continuous contact with clients, County staff, management, general public and outside organizations/agencies.

**SPECIAL REQUIREMENTS:** Must be able to travel, either alone or with clients, within Inyo County routinely in the course of work, and occasionally travel outside Inyo County in the course of work; will be required to work flexible hours including evenings on some occasions; must possess a valid California driver's license; must successfully complete pre-employment background investigation and submit and successfully complete a Live Scan fingerprinting background check. Within 6 months of employment, successful completion of the 36-hour State Certified Long Term Care Ombudsman Training and post training mentored facility visits. Consistent attendance is an essential function of the position.

**Note:** Ombudsman staff and volunteers are by law, prohibited from employment in a long term care facility in the past 12 month or from having any financial interest in a long term care facility during the time they are acting in an ombudsman capacity.

**SELECTION:** Selection procedures will be determined by the number and qualifications of applicants, and may include a qualification screening, written examination, and oral examination.

**APPLICATION:** Applications **must be received** in the Inyo County Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on \_\_\_\_\_ (postmarks not accepted). Must apply on Inyo County application form. Applications may be faxed to meet deadline—original application with original signature must be received also.

**THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.**

**REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES:** Reasonable efforts will be made in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

**CITIZENSHIP/IMMIGRATION STATUS:** Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). Additionally, the County of Inyo has work sites located in Mono County. Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
15

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Request to change the HHS authorized strength by deleting one Human Services Supervisor (Range 70) position and one Integrated Case Worker I (Range 60) position and adding one Program Manager (Range 74) position; and authorize the hiring of one Program Manager position in the Aging and Social Services Division.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- A) Change the Authorized Strength in the Health and Human Services, Aging and Social Services Division by:
1. Deleting one Human Services Supervisor at Range 70 (\$4,569 - \$5,557)
  2. Deleting one Integrated Case Worker I at Range 60 (\$3,612 - \$4,387)
  3. Adding one Program Manager at Range 74 (\$5,021 – \$6,103); and
- B) Find that, consistent with the adopted Authorized Position Review Policy:
1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
  2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
  3. Approve the hiring of one Program Manager at Range 74 (\$5,021 – \$6,103); and
  4. If an internal candidate is hired into the Program Manager position, authorize HHS to backfill the resulting vacancy.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Department brings forth this request as a result of the need to provide the Employment and Eligibility Program with direct managerial level support and oversight. Managerial oversight to the Employment and Eligibility Program was historically provided by a Deputy Director level employee until approximately 2008. At that time the management position providing oversight was eliminated and the program placed under the oversight of the Deputy Director of Adult and Children's Social Services. This was one of the Department's earlier efforts towards "service redesign" and resulted in the Deputy Director providing oversight to this program, as well as IHSS, Adult Protective Services and Child Protective Services. However, shortly after making this change, your Board took action to move the Eastern Sierra Area Agency on Aging (ESAAA), formerly Inyo Mono Area Agency on Aging (IMAAA), under the umbrella of Health and Human Services. This resulted in a significant increase in administrative and management responsibilities for the Deputy Director of Aging and Social Services, who now oversees the largest portion of our Department's workforce, which have increased over the last few years with the implementation of the Continuum of Care (COC) in child welfare and changes in programs such as IHSS and APS. During the next year,

the state will be implementing an Outcomes and Accountability Review program (CalOARS) as part of a system improvement assessment and planning process for our Employment and Eligibility programs. This will further increase the administrative burden for the Deputy Director of this Division, which does not currently have any program manager level support positions.

The proposed Program Manager would be able to provide much needed administrative support for our Employment & Eligibility Program and would allow the Department to better meet the wide range of technical requirements and changes in this program. The Program Manager will serve a leadership role in setting standards for technical, legal, and regulatory compliance as well as identifying the strengths and weaknesses of the program and make recommendations on policies, procedures, staffing and organizational changes. The Program Manager will also take the lead on special projects, including the assessment and plan development for system improvements, and serve as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, executive management, or the Director.

The Department is respectfully requesting your Board's approval to change the authorized strength by deleting a vacant Human Services Supervisor position and a vacant Integrated Case Worker I position and adding a Program Manager position. The Department is also respectfully requesting that your Board approve the Program Manager job description and authorize the Department to hire one Program Manager position in the Aging and Social Services Division. In addition, should the Program Manager position be filled by an internal candidate, the Department respectfully requests authorization to recruit and hire to fill the resulting vacancy.

**ALTERNATIVES:**

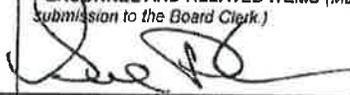
Your Board could choose not to authorize HSS to hire the Program Manager position. This would result in the Department continuing with its current staffing structure and a continued need for additional leadership for the ever changing regulatory and technical requirements of the division, which could lead to increased error rates and audit exceptions.

**OTHER AGENCY INVOLVEMENT:**

None

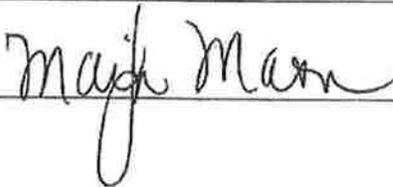
**FINANCING:**

State, Federal, and Social Services Realignment funds. This position will be paid 100% in the Social Services Budget (055800) in the Salary and Benefits object categories. No County General Funds.

<b>APPROVALS</b>	
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>eyes</u> Date: <u>2/7/2019</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>J.</u> Date: <u>2/7/19</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/7/19



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
16

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

**FROM:** Clint G. Quilter, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Approval of Legislative Platform and Priorities

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the "Inyo County, CA 2019 Legislative Platform and Priorities" document.

**SUMMARY DISCUSSION:** In June 2018, your Board contracted with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. As part of this service, The Ferguson Group has developed for Inyo County a document outlining its federal legislative priorities and platform for 2019. The Legislative Platform portion of the document was produced by County staff and department heads following a comprehensive in-house review of the existing platform in fall of 2018, as well as subsequent, additional changes and updates directed by your Board. The Legislative Priorities were identified by Kristi More of The Ferguson Group through a series of meetings Ms. More held with department heads and members of the Board in October, and further refined and distilled into four main categories in follow-up discussions with the CAO.

Ms. More presented the priorities and platform as a combined, draft document for your review on February 5, 2019, at which time your Board directed one addition: language to the cannabis item under the "Land Management" priority category which recognizes support for banking in the cannabis industry. The change was added, as instructed, and now your Board is asked to approve the "Inyo County, CA 2019 Legislative Platform and Priorities."

**ALTERNATIVES:** Your Board could decide not to approve the Legislative Platform and Priorities, or delay a vote, but neither option is recommended as the document will become an important tool in The Ferguson Group's arsenal as it advocates on behalf of Inyo County this Federal Fiscal Year.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

Date: 2-7-19



# Inyo County, CA 2019 Federal Legislative Platform and Priorities

Approved by Board of Supervisors on XXX



## County of Inyo

# Board of Supervisors

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**Dan Totheroh**  
First District

**Jeff Griffiths**  
Second District

**Rick Pucci**  
Third District

**Mark Tillemans**  
Fourth District

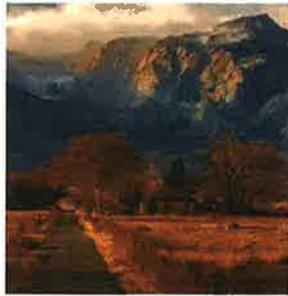
**Matt Kingsley**  
Fifth District

County Administrative Center  
224 North Edwards  
Independence, CA 93526



# County of Inyo, CA 2019 Federal Priorities

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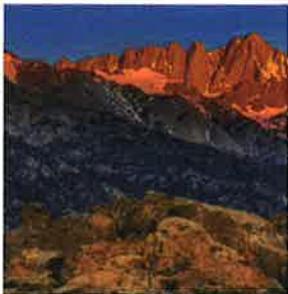


Rural Communities

Economic Development



Land Management



Infrastructure



# Rural Communities



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## Isolated Communities

Seek funding and support programs that provide services to isolated communities including construction of community facilities.

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## Connectivity

Seek funding and support programs to provide communication infrastructure, including broadband and cellular services to remote rural communities.

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## Health and Well Being

Seek funding and support programs to improve access to health services including mental health, emergency services, community health clinics, and hospitals.

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## Emergency Response

Support and seek funding for projects and programs that support emergency and disaster preparedness, response and management.

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## Public Safety

Support funding and programs for public safety initiatives including search and rescue activities, law enforcement communications, and public safety equipment.

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## Fire Protection

Seek funding and support programs for fire protection enhancements including ensuring community access to fire stations and fire fighting services.

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## Community Facilities

Support funding and programs for the construction and programming of projects for community museums and libraries.

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# Economic Development

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<b>Opportunity Zones</b>	Support development of plan and strategy to encourage private investment in public infrastructure projects through programs such as the Opportunity Zone private tax incentives.
<b>U.S. Census</b>	Monitor U.S. Census development process in particular to definitions and impacts to rural communities.
<b>Digital 395</b>	Support development, expansion, and implementation of Digital 395 broadband deployment project to businesses and end users.
<b>Bishop Airport</b>	Support development and expansion of Bishop Airport to increase services of commercial and general aviation uses that support and spur regional economic development.
<b>Housing</b>	Advocate and support initiatives and programs that provide additional housing and encourages diversity in housing availability in the county.
<b>Tourism</b>	Support programs and activities that enhance and protect tourism in the region.

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# Land Management

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<b>PILT Funding</b>	Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs.
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<b>Fuels Management</b>	Support programs that enhance fuel management activities on federal lands.
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<b>Federal Lands Management</b>	Support funding for federal lands management agencies and programs.
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<b>Wildfire Preparedness</b>	Support programs that help prevent, mitigate, and respond to wildfires.
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<b>Recreation</b>	Seek funding and support programs that protect and enhance recreational activities on public lands.
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<b>Inyo National Forest Plan</b>	Support efforts that foster partnerships and enhance relationships with local agencies and the Inyo National Forest.
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<b>Mining Industry</b>	Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.
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<b>Cannabis</b>	Support administrative and regulatory procedures, including banking, related to the cannabis industry that protect local authority and protect the public.
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# Infrastructure

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## Drinking Water

Seek funding and support programs that delivery reliable and clean drinking water through resilient infrastructure.

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## Wastewater Infrastructure

Seek funding and support programs that provide wastewater treatment infrastructure and services to communities in a cost efficient matter.

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## Local Transportation Projects

Seek funding and support programs for local transportation projects throughout the County.

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## Environmental Review and Project Delivery

Support changes to federal law that encourage a more efficient and streamlined environmental review and project delivery process and allow public infrastructure projects to be constructed more efficiently and effectively.

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# County of Inyo, California

## 2019 Legislative Platform

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### AGRICULTURE/WEIGHTS & MEASURES

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1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

### CANNABIS

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1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.
4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.



5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as over-concentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public and/or private land.
8. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis.
9. **Oppose** policy programming requirements for education and environmental prevention efforts for Cannabis Tobacco Control funding that mirror those established for Tobacco Control funding.

## CHILD SUPPORT

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1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

## COUNTY OPERATIONS

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1. **Support** full funding of the Public Library Fund in future State budgets.
2. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
3. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
4. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
5. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.
6. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
7. **Support** legislation that provides additional State park funding to rural counties.



8. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
9. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.
10. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
11. **Support** legislation that expands the ability of counties to conduct all of their elections via all-mail balloting.

## GENERAL GOVERNMENT

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1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of Inyo County.
2. **Support** legislation that raises standards of required training for elected and appointed department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
  - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
  - Minimizes conflict over procedural matters.
4. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
6. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
7. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
8. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
9. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
10. **Oppose** legislation that is unduly burdensome to private industry.
11. **Support** protection of funding discretion and use bond funds.



12. **Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.
13. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.
14. **Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
15. **Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
16. **Support** State tax relief for those individuals and businesses who have losses due to disaster.
17. **Support** legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).
18. **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.
19. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. *(Added by Board Order 8-20-13)*
20. **Oppose** legislation that increases the County’s exposure to litigation.
21. **Oppose** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values, and/or prevent local governments from negotiating either rates or improved broadband services as a condition of a “small cell” permit.
22. **Support** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
23. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.



## HEALTH AND HUMAN SERVICES

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1. **Monitor** State and Federal health care reform proposals with fiscal impacts to the County and private employers and citizens, and that limit, reduce or discontinue health care coverage for Inyo County residents.
2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
7. **Monitor** the County Medical Services Program (CMSP) program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
9. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
10. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers.
11. **Support** blended funding across human service programs, i.e. non-categorical.
12. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
13. **Support** increased allocation of subsidized childcare funding.
14. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
15. **Support** funding of affordable short-term, transitional and permanent housing capacity.
16. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.



17. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
18. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
19. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
20. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
21. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
22. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.
23. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
24. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
25. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
26. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
27. **Support** and advocate for any "new" funding to have a base allocation formula for the Twenty Small Counties.
28. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
29. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
30. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
31. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
32. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.



33. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
34. **Support** measures that enhance the communities' ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
35. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.
36. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
37. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
38. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
39. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
40. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
41. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
42. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
43. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
44. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
45. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
46. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate Medi-Cal Administrative Activities/Targeted Case Management reimbursement or to make claiming more reimbursements administratively burdensome.



47. **Oppose** legislation that further mandates increased employee benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Opposes** legislative "fixes" to the Maintenance of Effort costs for In-Home Support Services Program that cause negative budget impacts to other Health and Human Services programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
49. **Oppose** efforts that create disincentives to Medi-Cal enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
50. **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.

## TRANSPORTATION AND PUBLIC WORKS

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1. **Support** transportation funding legislation that:
  - Provides revenues without affecting funding sources of other county projects;
  - Continues Federal funding efforts for local transportation projects;
  - Reaffirms and continues State responsibility for highway financing;
  - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
  - Supports and encourages the use and development of transit facilities and infrastructure.
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
4. **Support** State and Federal legislation efforts that benefit our local airports.
5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
6. **Support** legislation that enhances counties' ability to designate appropriate uses of county roads.
7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.



8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County's General Plan.
9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.
11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

## RESOURCES AND ENVIRONMENT

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1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Monitor** legislation that protects and enhances rural counties' natural and developed resources that contribute to the economic and environmental well-being of Inyo County.
3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
5. **Support** legislation that clarifies and/or preserves local authority to protect public roads.
6. **Support** legislation to provide adequate funding for meeting all of the requirements of the California Global Warming Solutions Act of 2006 and the Sustainable Communities and Climate Protection Act of 2008.
7. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
8. **Oppose** Federal or State activities limiting public access to public lands.
9. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
10. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
11. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.



12. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
13. **Monitor** efforts to create additional or expand existing wilderness designations in the County.
14. **Monitor** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands.
15. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
16. **Oppose** any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
17. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
18. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
19. **Support** legislation that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
20. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
21. **Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.
22. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands.
23. **Support** legislation to remove State tax exemptions for solar energy development facilities.
24. **Support** and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.

## PLANNING AND LAND USE

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1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.
2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.



3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

## LAW, JUSTICE & PUBLIC SAFETY

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1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.
7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.



8. **Support** efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
9. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
10. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
11. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
12. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
13. **Support** legislation and policies that will allow for continued investment in community corrections training.
14. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
15. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
16. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
17. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
18. **Support** legislation that enhances educational programs for adult and juvenile offenders.
19. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
20. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## TRIBE AND INTERGOVERNMENTAL RELATIONS

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1. **Support** the following goals for county-tribal intergovernmental relations:
  - facilitate intergovernmental agreements
  - develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
  - promote best practices and models of successful tribal-county relationships.
2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve.



3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land.
4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments.

## VETERANS' SERVICES

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1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.



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

For Clerk's Use Only:  
AGENDA NUMBER

17

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

**FROM:** County Administrator - Information Services

**FOR THE BOARD MEETING:** February 12, 2019

**SUBJECT:** Authorization to purchase Tech Refresh Computers in an amount not to exceed \$50646.

**DEPARTMENTAL RECOMMENDATION:**

Pursuant to the Technology Refresh Initiative, request your Board authorize the purchase of 10 Dell desktop computers with associated peripherals from CDW-G, for \$8789 and 40 HP laptop computers with associated peripherals from Southern Computer Warehouse for \$41857 for a combined total of \$50646.

**SUMMARY DISCUSSION:**

The FY2013-2014 adopted budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the technology equipment at the County. This program helps to stabilize the annual computer replacement costs, streamlining the budget planning process and simplifying the upgrade-related processes.

Information Services identified 50 end-user computers that are 4 years old or older, and we intend to replace those computers as part of this Tech Refresh project. The desktop and laptop models are consistent with those bought in the FY2017-2018 Tech Refresh purchase. Prices were evaluated from 3 different vendors and it was determined that Dell desktops from CDW-G and HP laptops from Southern Computer Warehouse were the most reasonably priced.

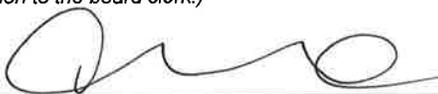
The Dell desktops purchased from CDW-G will be purchased through the National IPA Technology contract 2018011-01 and the HP laptops purchased from Southern Computer Warehouse will be purchased through the HP NASPO Valuepoint contract MNNVP-133 in compliance with section E.III.B.5 of the Inyo County Purchasing and Contracting Policy and Procedures Manual.

**ALTERNATIVES:** Your Board could choose to not approve the request, to modify the quantities requested, or to direct staff to determine alternate solutions. Not approving this request or modifying the quantities requested, however, would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. Directing staff to find alternate solutions would not result in a significantly different recommendation, as Information Services conducted a lengthy, comprehensive and iterative analysis of the system specifications, capabilities during FY2017-2018.

**OTHER AGENCY INVOLVEMENT:** The Technology Refresh program affects all General Fund departments and some participating Non-General Fund departments, though not equally each year.

**FINANCING:** Funding for the purchase of the computers is available in the Board approved FY2018-2019 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5,000).

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>1/25/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: Jan 25, 2019

(The Original plus 14 copies of this document are required)



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

For Clerk's Use Only:  
AGENDA NUMBER

18

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

**FROM:** Probation Department (Juvenile Institutions)

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Approval of contract with American Security Group for the maintenance of the security system at the Juvenile Detention Center

**DEPARTMENTAL RECOMMENDATION:** Request Board to:

- 1) declare American Security Group as a sole source provider;
- 2) approve the contract between the County of Inyo and American Security Group for the maintenance of the security system between County of Inyo and American Security Group for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$23,490.00 with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets and;
- 3) authorize the Chairperson to sign the contract.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

American Security Group (ASG) provides proprietary software and server products that comprise the security and surveillance system at the juvenile detention center. As the system is proprietary, only ASG can provide the maintenance and technical support needed to operate the system.

In January 2013, your Board approved a contract with ASG to install a state of the art security system, which included the installation of sixteen (16) cameras; a V46 recording system [approximately six (6) months of recording]; network appliances and equipment; two (2) 32" monitors; and, an integrated card access control system to identify persons entering/exiting the facility.

In December 2013, your Board approved an additional four (4) digital cameras; expansion of the (door) access control system on two (2) doors within the Center; and, two (2) additional workstations to be added to the system.

A renewal contract with ASG for service and support maintenance of the security system was approved by your Board for fiscal year 2016-2017, with an option to extend for an additional two (2) years, contingent upon the Board's adoption of future budgets. Said contract extensions have been exercised and the current extension is due to expire on June 30, 2019.

**ALTERNATIVES:** The Board could choose not to approve sole sourcing this contract to American Service Group and direct Staff to seek other alternatives.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** This contract would be expended out of the Juvenile Institutions Budget 023100, Professional Services Object Code 5265 and funded from YOBG grant monies and if approved.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>1/18/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>1/23/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>1/30/19</u>

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



Date: 1/30/19

Attachment: County of Inyo Standard Contract #116

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the security system maintenance services of American Security Group of Vista, 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 Mark Olsen or his designee, whose title is: Deputy Chief of Juvenile Institutions. 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.**

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

B. Extension of Term. In addition to the initial term, there will be two (2) options for the County or Contractor to extend the Agreement as follows:

- (a) From July 1, 2020 through June 30, 2021.
- (b) From July 1, 2021 through June 30, 2022.

The options to extend may be exercised by either party, in the manner and on the terms and conditions hereinafter provided. The initial term and successive options to extend, if any, shall not exceed an aggregate total of more than thirty-six (36) months.

C. Exercising Options to Extend. The option to extend the term of the Agreement for the period identified above may be exercised by the County or Contractor in the manner and on the terms and conditions below:

- 1. Terms and Conditions:

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

## 2. Manner in Which Options Can Be Exercised:

- (a) County or Contractor may exercise the option to extend not earlier than three (3) months before expiration of the initial term of this agreement or any extension thereof.
- (b) The County or Contractor must notify the other party in writing of its intent to exercise an option at least thirty (30) days before expiration of the contract, or an extension thereof.
- (c) The option to extend shall be upon the same terms and conditions as stated in this Contract.

## 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 Twenty Three Four Hundred Ninety Dollars and 00/100 (\$23,490.00) (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. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

**12. RECORDS AND AUDIT.**

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

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo	
<u>PROBATION – JUVENILE CENTER</u>	Department
<u>P.O. Box 306 201 Mazourka Canyon Road</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>AMERICAN SECURITY GROUP</u>	Name
<u>P.O. Box 48</u>	Street
<u>Vista, ca 92085-0048</u>	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP**  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

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

*Anthony Sparks*  
\_\_\_\_\_  
Print or Type Name

Dated: *12/20/2018*

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_  
*[Signature]*

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*[Signature]*  
\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP**  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

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

*Anthony Sparks*  
\_\_\_\_\_  
Print or Type Name

Dated: *12/20/2018*

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_  
*[Signature]*

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*[Signature]*  
\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES**

**TERM:**

**FROM: 07/01/2019**

**TO: 06/30/2020**

**SCOPE OF WORK:**

**See attached maintenance Proposal #1012232 dated December 11, 2018.**



# Proposal

Date	Proposal #
12/11/2018	1012232

Customer
Inyo County Probation Dept. Jeffrey L Thomson 918 N. Main St Bishop, CA, 93514

Ship To
Inyo County Probation Dept. Jeffrey L Thomson 918 N. Main St Bishop, CA 93514

Qty	Description	Rate	Total
	Service and Support Agreement Fiscal Year 2019 / 2020		
	IP Video System		
	Service and Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
1.00	IP Video Server Maintenance & Support	500.00	500.00
1.00	IP Video Storage Device Maintenance & Support	500.00	500.00
7.00	IP Video Network Equipment Maintenance & Support	250.00	1,750.00
24.00	IP Video Camera Maintenance & Support	50.00	1,200.00
1.00	System Battery Testing, Service & Replacement	30.00	30.00
	Software Maintenance and Upgrade Plan		
1.00	One (1) Year CURRENT Plan for Ocularis CS	499.00	499.00
24.00	One (1) Year CURRENT Plan for One (1) Ocularis CS Camera/Channel License	59.00	1,416.00
	Access Control System		
	Service and Support		
1.00	Access Control System Service Plan (Base)	125.00	125.00
1.00	Access Control Server Service and Support	250.00	250.00
4.00	Access Control Quarterly Inspections & Training (per quarter)	95.00	380.00
8.00	Access Control Systems Technical Support	50.00	400.00
1.00	System Battery Testing, Service & Replacement	30.00	30.00
	Software Maintenance and Upgrade Plan		
1.00	Additional 1 year software maintenance	250.00	250.00

I hereby authorize performance of this proposal and agree to the following payment terms:

**Net 30**

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PO Box 48 Vista CA, 92085 www.amsecgroup.com  
Voice 760-727-4020 Fax 760-727-4027  
CA LIC 665638 ACO LIC 4234

**Subtotal** \$7,830.00

**Tax (8.0%)** \$0.00

**Total** \$7,830.00

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES**

**TERM:**

**FROM:** 07/01/2019                      **TO:** 06/30/2020

**SCHEDULE OF FEES:**

Not to exceed \$7,830.00 annually. To be billed at the beginning of each contract year.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AMERICAN SECURITY GROUP  
FOR THE PROVISION OF SECURITY SYSTEM MAINTENANCE SERVICES**

**TERM:**

**FROM:** 07/01/2019      **TO:** 06/30/2020

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

### ***Primary Coverage***

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

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

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

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

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

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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

### ***Special Risks or Circumstances***

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



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

For Clerk's Use Only:  
AGENDA NUMBER

19

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

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** FEB 12 2019

**SUBJECT:** Approval of Plans and Specifications for the Independence Library Flooring Project.

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board:

- 1) Approve the plans and specifications for the Independence Library Flooring Project;
- 2) Authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As part of the 2018-19 Approved Deferred Maintenance Budget, \$15,000 was budgeted to replace the floors in the three rooms occupied by Independence Library in the Courthouse building (located at 168 N. Edwards Street, Independence, California).

The library currently has a carpet floor that was installed directly on top of the old linoleum flooring. The library is currently facing a termite problem and the termites are eating burlap present in the old linoleum. In order to get rid of the termite problem, County forces will remove the old linoleum flooring and spray a chemical called Bora-Care that prevents termite infestation. Under this project, new linoleum sheet floors will be installed in all three rooms occupied by the Independence Library. This project will also provide a five year manufacturer's warranty for any defects in the linoleum sheets.

**ALTERNATIVES:**

The Board could choose not to approve the plans, specifications, and advertisement of the project. This is not recommended as the library has a termite infestation and is in need of new floors.

**OTHER AGENCY INVOLVEMENT:**

The Public Works Department for the development of the plans and specifications.  
County Counsel for review of the bid package, contracts and this agenda item.  
Auditor for the payment of all invoices.

**FINANCING:**

This project is funded by the Deferred Maintenance Budget 011501, object code 5191 Maintenance of Structures.

**APPROVALS**

COUNTY COUNSEL:  GL	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/30/19</u>
AUDITOR/CONTROLLER:  	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/1/2019</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 2/1/19  
(Not to be signed until all approvals are received)

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **CENTRAL LIBRARY FLOORING PROJECT**

Project No. ZP-18-075

**FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED OCTOBER 2015,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED**

\_\_\_\_\_ 2019

**Prepared By: Inyo County Public Works**

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Faithful Performance Bond  
Labor and Materials Bond

### **SPECIAL PROVISIONS**

### **PLANS**

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**CENTRAL LIBRARY FLOORING PROJECT**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**CENTRAL LIBRARY FLOORING PROJECT**

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on \_\_\_\_\_, 2019** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:** This project consists of installation of Linoleum Sheet flooring in the Central Library located in the County Courthouse building (located at 168 N. Edwards St, Independence, California).

**An optional job walk is scheduled for \_\_\_\_\_, 2019, at \_\_\_\_\_ at the Central Library located at 168 N. Edwards St, Independence, California.**

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

**NOTICE  
INVITING BIDS  
FOR**

**CENTRAL LIBRARY FLOORING PROJECT**  
Independence, CA

Technical questions related to project work, site conditions, or other related inquiries should be directed to Jamie Sidhu of the Public Works Department at [csidhu@inyocounty.us](mailto:csidhu@inyocounty.us) (phone: 760-878-0204). Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2015, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which

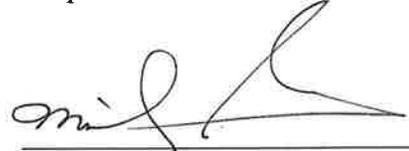
have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo  
Department of Public Works



Michael Errante,  
Acting Director

Dated: 2 / 1, 2019

# **BID PROPOSAL FORMS FOR**

## **CENTRAL LIBRARY FLOORING PROJECT Independence, CA**

### **ENCLOSURES:**

Bid Proposal Form  
Bid Bond  
Cashier's or Certified Check Form  
Designation of Subcontractors  
Certification Regarding Equal Employment Opportunity  
Labor Code Section 3700 Contractor's Labor Code Certification  
Labor Code Section 1725.5 Contractor and Subcontractor Registration  
Public Contract Code Section 7106 (Non-Collusion Affidavit)  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Statement (Section 10232)  
Inyo County Ordinance No. 1156 (Contracting Preference)  
Small Business Enterprise Commitment (Construction Contracts)  
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**BID PROPOSAL FORM**

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

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called "Bidder")

FOR: **CENTRAL LIBRARY FLOORING PROJECT**  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on \_\_\_\_\_, 2019 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

**2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as: \$ \_\_\_\_\_

**PROJECT BID AMOUNT:**

LUMP SUM FOR PROJECT (IN NUMBERS): \$ \_\_\_\_\_

BID TOTAL (IN WORDS): \_\_\_\_\_  
\_\_\_\_\_

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services

and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

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

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

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

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

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

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

---

(Fill in Addendum numbers and dates Addenda have been received.)

If none have been received, enter "NONE".)

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

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

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ State: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Business (check one):

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

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

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

- (a) \_\_\_ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) \_\_\_ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) \_\_\_ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**CENTRAL LIBRARY FLOORING PROJECT**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

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

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

\_\_\_\_\_ as Principal, and  
(Name of Bidder)

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

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

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

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

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

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

\_\_\_\_\_  
Principal

(SEAL)

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

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

\_\_\_\_\_  
Surety

(SEAL)

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

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

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

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

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

**CENTRAL LIBRARY FLOORING PROJECT**

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

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

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

[ ]

**ATTACH CHECK HERE**

[ ]

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

**CENTRAL LIBRARY FLOORING PROJECT**  
**DESIGNATION OF SUBCONTRACTORS**

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

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

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

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

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

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY  
(Government Code Section 12900 et seq., Sections 11135-11139.7)

**CENTRAL LIBRARY FLOORING PROJECT**

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

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

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

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

---

(Name and Title of Signer)

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

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

**CENTRAL LIBRARY FLOORING PROJECT**

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

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**CONTRACTOR AND SUBCONTRACTOR REGISTRATION**  
**With**  
**CA Department of Industrial Relations (DIR)**  
**(CA LABOR CODE SECTION 1725.5)**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
CA DIR Registration No.

**NON-COLLUSION AFFIDAVIT**  
(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

**CENTRAL LIBRARY FLOORING PROJECT**

The undersigned declares:

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

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

\_\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
(Name and Title of Signer)

\_\_\_\_\_  
**Signature** **Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**CENTRAL LIBRARY FLOORING PROJECT**

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

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

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

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

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

**PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)**

**CENTRAL LIBRARY FLOORING PROJECT**

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

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

\_\_\_\_\_  
**(Name and Title of Signer)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

\_\_\_\_\_

**LOCAL BUSINESS PREFERENCES  
INYO COUNTY ORDINANCE NO. 1156  
CENTRAL LIBRARY FLOORING PROJECT**

ORDINANCE NO. 1156

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

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

**SECTION 1. PURPOSE AND AUTHORITY**

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

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

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

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

- |                 |  |
|-----------------|--|
| <b>6.06.010</b> | <b>Findings.</b>                                     |
| <b>6.06.020</b> | <b>Definitions.</b>                                  |
| <b>6.06.030</b> | <b>General Provisions.</b>                           |
| <b>6.06.040</b> | <b>Local Business and Small Business Preference.</b> |
| <b>6.06.050</b> | <b>Small Business Subcontracting Preference.</b>     |
| <b>6.06.060</b> | <b>Limit On Contracting Preference.</b>              |

**6.06.010 Findings**

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

**6.06.020 Definitions.**

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

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

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

**6.06.030 General Provisions.**

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

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

**6.06.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

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

**6.06.060 Limit On Contracting Preferences.**

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

**SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

**SECTION 4. EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

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

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

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

**ATTEST:** Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10



INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)  
(05/10)

**ALL BIDDERS:**

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

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

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

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

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

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

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

PROJECT: <b>Central Library Flooring Project</b>						CONTRACT COMPLETION DATE	
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

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

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

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

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

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

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

Enter the total of each column on the form.

# **CONTRACT AND BOND FORMS FOR**

**CENTRAL LIBRARY FLOORING PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

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

\_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: \_\_\_\_\_ **PROJECT**

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

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: \_\_\_\_\_ dollars (\$\_\_\_\_\_), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

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

**10. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

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

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

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

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

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

ATTACHMENT 2

PROJECT

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

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

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

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of \_\_\_\_\_

dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or

labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

# **SPECIAL PROVISIONS**

**FOR**

**CENTRAL LIBRARY FLOORING PROJECT**  
Independence, CA

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## CENTRAL LIBRARY FLOORING PROJECT Independence, CA

**These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.**



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Acting Director of Public Works

2/1/19  
Specifications Approval Date

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**SPECIAL PROVISIONS**  
**CENTRAL LIBRARY FLOORING PROJECT**  
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## **I. INTRODUCTION / GENERAL:**

The Central Library Flooring Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications October 2015 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications October 2015 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

## **II. PROJECT DESCRIPTION:**

This project consists of installation of Linoleum Sheet flooring in three rooms of the Central Library located in the County Courthouse building (located at 168 N. Edwards St, Independence, California). The project will be completed in three phases, to allow book shelves and furniture to be moved between the rooms. Furniture moving and flooring removal is not in the scope of this project and will be completed by County forces or under a separate contract.

An optional job walk is scheduled for \_\_\_\_\_, 2019, at \_\_\_\_\_ at the Central Library located at 168 N. Edwards St, Independence, California.

## **III. CONTRACT AWARD AND EXECUTION - SECTION 3:**

### **3-1.04 CONTRACT AWARD**

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

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

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

For a non-federal-aid contract:

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

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

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

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

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses, which is included in the bid package.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

**It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.**

#### **SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:**

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the "Small Business Enterprise Commitment (Construction Contracts)," form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

#### **SUBCONTRACTOR AND SBE RECORDS:**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE

prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

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

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

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

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

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

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

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

### **7-1.02K (2) WAGES**

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

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

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

1. Inyo County Department of Public Works

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

Include in the certified payroll:

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

#### **7-1.05 INDEMNIFICATION**

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

#### **7-1.06A GENERAL INSURANCE**

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

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

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

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

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

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

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

#### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **7-1.06I SELF-INSURANCE**

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

#### **OTHER INSURANCE PROVISIONS**

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

- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
  - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  - 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
  - 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

### 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Forty Five (45) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, "Time Adjustments."

### 8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

**\$300.00** per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

## **VI. CLAIMS RESOLUTION**

### **PUBLIC CONTRACT CODE SECTION 9204**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. FLOORING SPECIFICATIONS**

### **PART 1: GENERAL**

#### **1.01 SCOPE OF WORK**

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

#### **1.02 SUMMARY**

##### **A. Provide:**

1. Preparation and cleaning of subfloor to receive linoleum sheet flooring;
2. Installation of linoleum sheet flooring as per manufacturer's specifications;
3. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required.

B. Payment:

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

### 1.03 BIDDER QUALIFICATIONS

The selected Bidder shall supply the following within 14 days of the bid opening date:

- A. All bidders shall be contractors who have specifically performed the application of linoleum sheet flooring. Such bidders shall have performed the installation of linoleum floors for not less than five years under the same company name. If requested, the successful Bidder shall submit proof of experience within 14 days of the bid opening date.
- B. A copy of the proposed five year warranty from the manufacturer along with the bid.
- C. Verification of insurance in the form of a sample insurance certificate. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis.
- D. A current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- E. The contractor shall cooperate as required in performance of the specified inspecting and testing.
- F. Failure of the bidder to submit items A through D in a timely manner may result in the bid being rejected.

### 1.04 SUBMITTALS

**If requested, successful bidder shall submit:**

- A. Shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.
- B. Samples: two (2) samples of the proposed linoleum sheet flooring. Samples shall be two inches by four inches in size, minimum.
- C. Safety Data Sheets (SDS) available for flooring products, adhesives, weld rod, patching/leveling compounds, floor finishes (polishes) and cleaning agents.

### 1.05 WARRANTY AND CERTIFICATION

The flooring manufacturer shall issue a 5-year limited manufacturer's warranty, agreeing to repair or replace flooring that fails within the warranty period.

## **1.06 QUALITY ASSURANCE**

Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.

## **PART 2 PRODUCTS**

### **2.01 SUMMARY**

All flooring material and accessories shall be manufactured by the same manufacturer providing the warranty. Manufactures considered will be:

1. Armstrong Flooring Inc.  
2500 Columbia Av,  
Lancaster, PA 17604  
(888) 276-7876

If another manufacturer is to be used in a bid, contractor must submit product specifications 5 business days before bid opening for approval as an equal.

### **2.02 LINOLEUM SHEET FLOORING MATERIALS**

#### **A. Provide Linoleum Sheet Flooring:**

1. Description: The product shall consist of a polyurethane-coated homogeneous mixture of linoleum cement (linseed oil, natural tree resins, drying oil catalysts), wood flour, limestone, color pigments mixed and calendered onto a jute fabric backing. Colors and pattern detail shall be dispersed throughout the thickness of the wear layer.
2. Linoleum sheet shall conform to the requirements of ASTM F 2034, Type I, "Standard Specification for Sheet Linoleum Floor Covering Without Backing"
3. Color: Armstrong Flooring LS401 Yuca Tan or a substitute approved by the County as equal. The request must be submitted at least 5 business days before bid opening for approval as equal.
4. Thickness: 0.100 in. (2.5 mm)
5. Fire Performance Characteristics: Provide resilient linoleum sheet flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:

- 1) ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
- 2) ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less
- 3) CAN/ULC-S102.2 – Flame Spread Rating and Smoke Developed – Results as tested.

**B. Linoleum Weld Rod:**

1. Provide solid color linoleum weld rod as produced by the flooring manufacturer and intended for heat welding of seams. Color shall be compatible with field color of flooring or as selected by County to contrast with field color of flooring.

**C. Seam Adhesive:**

1. Provide Seam Adhesive as recommended by the flooring manufacturer.

## **2.03 ADHESIVES**

Provide Adhesives as recommended by the flooring manufacturer.

## **2.04 ACCESSORIES**

- A. Provide transition/reducing strips tapered to meet abutting materials.
- B. Provide resilient edge strips wherever applicable, of equal gauge to the flooring, homogeneous vinyl or linoleum composition, tapered or bullnose edge, with color to match the flooring, or as selected by the County from standard colors available.

## **2.07 SUBSTITUTIONS**

Materials substitutions must be submitted to the County a minimum of five (5) working days prior to the bid opening for review to be approved as an “or equal”. All substitute material requests shall include all testing agency certifications and independent third party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

## **PART 3 PREPARATION & APPLICATION**

### **3.01 MANUFACTURER’S INSTRUCTIONS**

- A. Compliance: Comply with manufacturer’s product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

### **3.02 EXAMINATION**

- A. Site Verification of Conditions: Verify substrate conditions are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).
- B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

### **3.03 PREPARATION**

- A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Cement-Based Patch, Underlayment and Embossing Leveler / Underlayment Additive as recommended by the flooring manufacturer. Refer to manufacturer's installation manual and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- B. Subfloor Cleaning: The surface shall be free of dust, solvents, varnish, paint, wax, oil, grease, sealers, release agents, curing compounds, residual adhesive, adhesive removers and other foreign materials that might affect the adhesion of resilient flooring to the concrete or cause a discoloration of the flooring from below. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Spray paints, permanent markers and other indelible ink markers must not be used to write on the back of the flooring material or used to mark the concrete slab as they could bleed through, telegraphing up to the surface and permanently staining the flooring material. If these contaminants are present on the substrate they must be mechanically removed prior to the installation of the flooring material. Refer to manufacturer's installation manual and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

- C. Concrete pH Testing: Perform pH tests on concrete floors if requested by the County. All test results shall be documented and retained.

### **3.04 INSTALLATION OF FLOORING**

- A. Install flooring in strict accordance with the latest edition of manufacturer's manual. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.05.
- B. Adhere flooring to the subfloor without cracks, voids, raising and puckering at the seams. Refer to specific rolling instructions of the flooring manufacturer.
- C. Lay flooring to provide a minimum number of seams. Avoid cross seams, filler pieces, and strips. Match edges for color shading and pattern at the seams in compliance with the manufacturer's recommendations.
- D. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.
- E. Either:
  - a. Prepare heat-welded seams with special routing tool supplied for this purpose and heat weld with linoleum welding rod in seams.
  - Or
  - b. Prepare sealed seams with special seam adhesive supplied for this purpose.Use methods and sequence of work in conformance with written instructions of the flooring manufacturer. Finish all seams flush and free from voids, recesses, and raised areas.

### **3.05 INSTALLATION OF ACCESSORIES**

- A. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

### **3.06 CLEANING**

Perform initial cleaning according to the latest edition of manufacturer's manual.

## **COMPENSATION**

### **1.01 PAYMENT**

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

## 1.02 ADJUSTMENT OF LUMP SUM

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

**END OF SECTION**

# **PLANS**

**FOR**

**CENTRAL LIBRARY FLOORING PROJECT**  
Independence, California

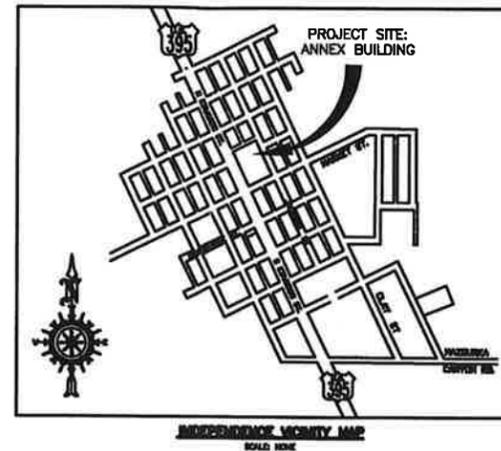
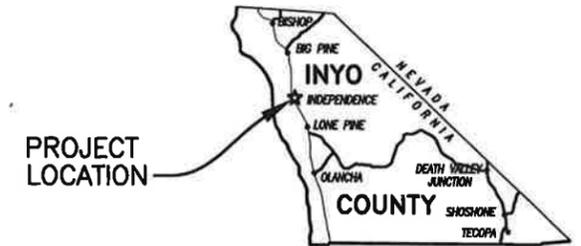
INDEX OF SHEETS

1. TITLE AND LOCATION MAP
2. CENTRAL LIBRARY FLOOR PLANS



COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
PLANS FOR THE  
CENTRAL LIBRARY FLOORING PROJECT  
AT  
INYO COUNTY CENTRAL LIBRARY IN INDEPENDENCE, CA

PROJECT. NO. ZP 18-075



GENERAL NOTES

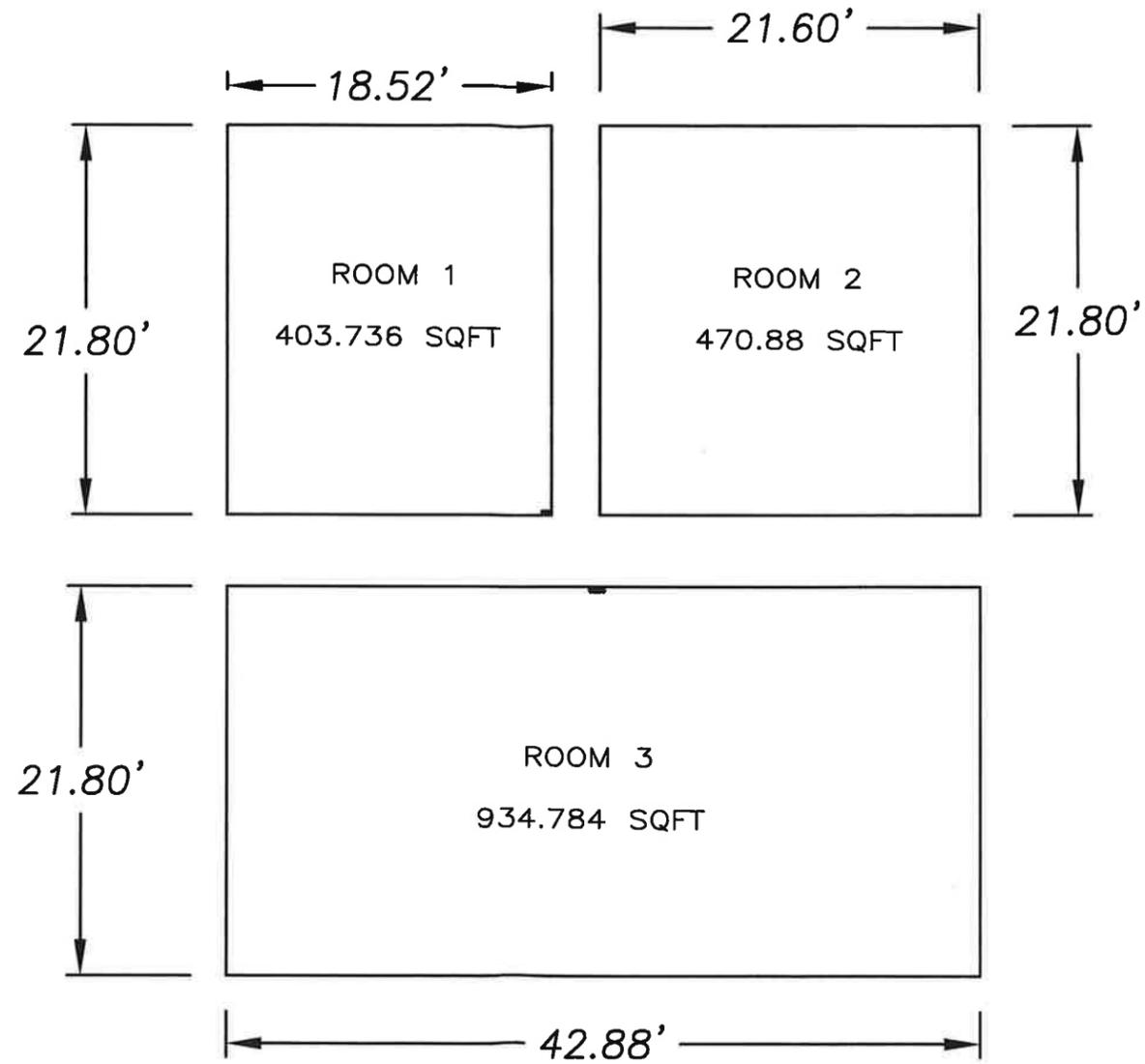
1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: INYO COUNTY CENTRAL LIBRARY - 168 N. EDWARDS ST, INDEPENDENCE, CA



*[Signature]*  
MICHAEL ERRANTE, ACTING DIRECTOR  
INYO COUNTY PUBLIC WORKS

2/1/19  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>INYO COUNTY CENTRAL LIBRARY FLOORING PROJECT</b>  INDEPENDENCE, CA	
Drawn by: JS Date: DEC. 2018	Checked By: ARH Date: DEC. 2018	Date: DECEMBER 2018	Drawing Name: INYO COUNTY CENTRAL LIBRARY FLOORING PROJECT SHEET 1 OF 2



  
 MICHAEL ERRANTE, ACTING DIRECTOR  
 INYO COUNTY PUBLIC WORKS

2/1/19  
 DATE



Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>INYO COUNTY CENTRAL LIBRARY          PROJECT</b>  INDEPENDENCE, CA	
Drawn by: JS Date: DEC. 2018	Checked By: ARH Date: DEC. 2018	Date: DECEMBER 2018	Drawing Name: CENTRAL LIBRARY FLOORING PROJECT.dwg SHEET 2 OF 2



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

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Off-Highway Vehicle Grant Application

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

**SUMMARY DISCUSSION:**

The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to provide maintenance on equipment that was purchased with prior OHV funds, additional safety gear for OHV Patrol Deputies, assist with costs associated with overtime for OHV Patrol Deputies, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use, and enforce where it is not zoned and planned for.

This will be the 11<sup>th</sup> year that the Inyo County Sheriff's Department applies for the OHV competitive grant. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website June, 2019; the preliminary application is due to the State by March 5<sup>th</sup>, 2018. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project Cost is also eligible as a match. The Sheriff's Department anticipates applying for \$100,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

**ALTERNATIVES:**

Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

**OTHER AGENCY INVOLVEMENT:**

Bureau of Land Management (BLM), Forest Service

**FINANCING:**

If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor's Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>DC</u> Date <u>1/24/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>1/28/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <u>N/A</u> Approved: _____ Date _____

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



Date: 1/29/19

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE  
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS  
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

**WHEREAS**, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

**WHEREAS** this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

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

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this 12<sup>th</sup> day of February 2019, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:     Clint Quilter  
              Clerk of the Board

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**

21

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

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of December 4, 2018, December 11, 2018, December 18, 2018, January 8, 2019, and January 15, 2019.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

Date: 2-7-19



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  22
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: February 12, 2019**

**SUBJECT: Consideration of Commercial Cannabis Business License**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) conduct a public hearing on the consideration of a county commercial cannabis license for the microbusiness classification in Zone 5C, and B) conditionally approve the application that exceeded the 80% minimum threshold as set forth in Inyo County code section 5.40.090(H) and authorize issuance of the license contingent on the applicant paying the fees established, and applicants obtaining all needed permits and licenses required by the county and the state of California including payment of all required fees and taxes.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On June 18, 2018, the window for acceptance of commercial cannabis license applications closed. County staff has been working together and with the applicants since that time to ensure the applications are complete and assess the final proposals. Of the 35 applications received, 30 moved forward to the final round of scoring. Applications were scored based on a point system that considered the following criteria:

- a. Adequacy of the security plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community;
- e. Environmental considerations including water sources;
- f. Residency considerations;
- g. Community benefit plan;
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter;

The application included today represents the only viable proposal to be received for the Zone 5C microbusiness licenses type, and the final license for your board to consider from the initial application window. One microbusiness license was available in zone 5C, and two applications were received. The proposal that is not a part of your board's deliberations today had multiple deficiencies that resulted in the application being incomplete and impossible to score. This incomplete proposal was rejected pursuant to Inyo County code section 5.40.090(D)(3). The following table outlines the remaining proposal's scoring:

Applicant	Score
Chief Farms, LLC	1,290 points (81.65%)

Note that the maximum score for application types that include a cultivation component is 1,580 and all others is 1,370. Inyo County Code Section 5.40.090(H) requires that a cannabis application receive a minimum score of 80% in order for a license to be issued.

**ALTERNATIVES:**

Your board could choose to adjust scoring to change the outcome of the staff scoring or decide to deny all applications.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If this license is issued, license fee revenue of \$8,850 annually is projected. Additional sales tax revenue may also be generated.

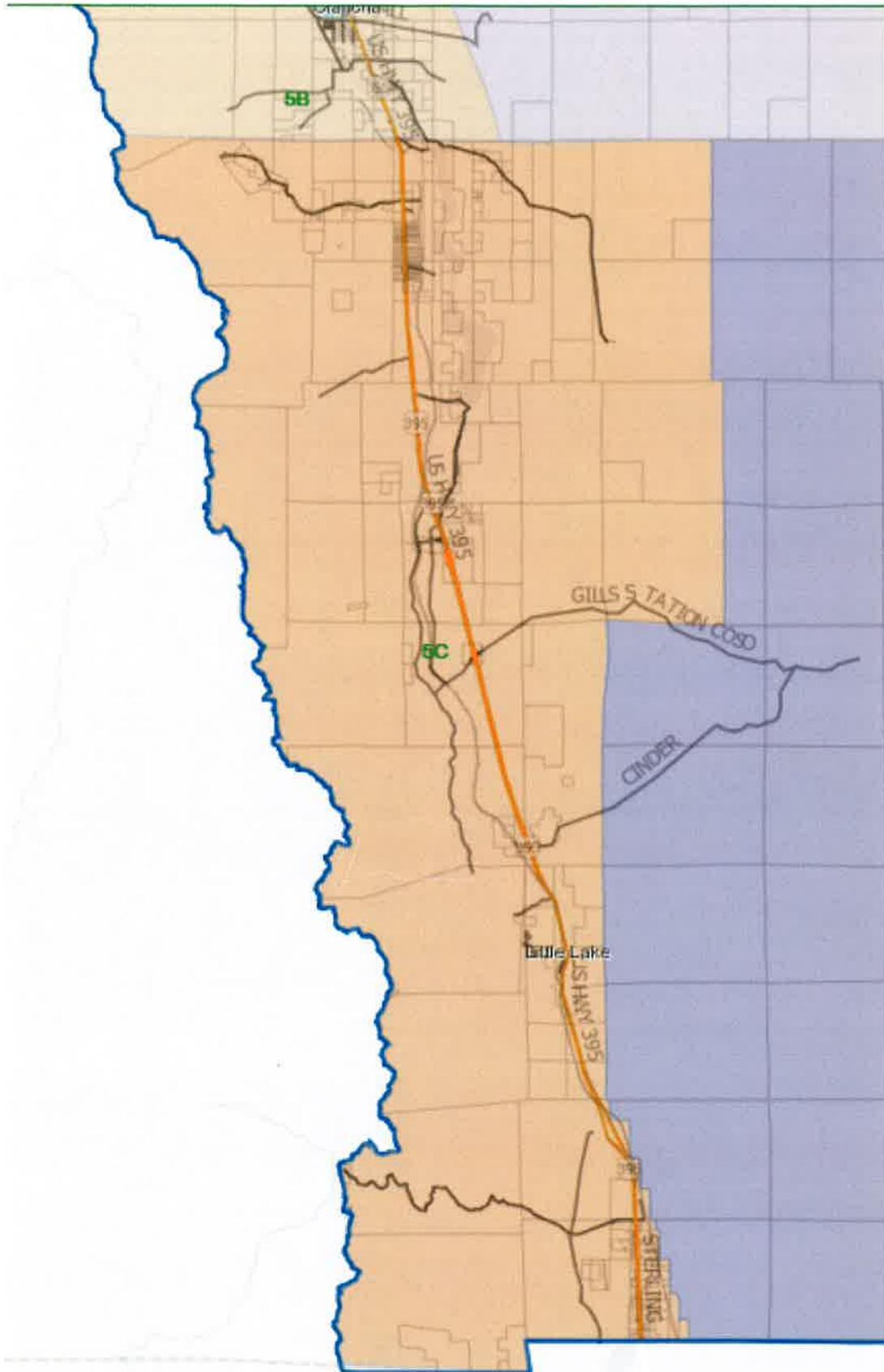
**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	Approved:  Date <u>01/15/19</u>

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

 Date: 1-16-19

# Zone 5C Map





# COUNTY OF INYO

## COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

### COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION SCORING SHEET

License Version:	
<input type="checkbox"/> Initial Application	<input checked="" type="checkbox"/> Revised Application
Business Name:	Date Received:
Chief Farms, LLC (Microbusiness)	12/3/2018

#### Section 1 – License Type and Status

Complete       Incomplete

Notes:

#### Section 2 – Contact Information

Complete       Incomplete

Notes:

#### Section 3 – Location Information

Complete       Incomplete

Notes:

#### Sections 4 – 9 Scoring

	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Application Score
Review Panel Scoring	155	210	190	144	315	276	1290
Weight Assigned to Section							Grand Total Application Score
Score After Section Weighting	0	0	0	0	0	0	0

\*The weight of each section will be determined by Board of Supervisors in open session, independent and without knowledge of the scoring criteria assigned to each application.

The following sections will be scored on merit and when applicable, relative to other applicants for the same license type(s) in the same zones. Each question will have a point value range listed, with higher scores assigned to better responses.

<b>Section 4 – Security Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surveillance system adequacy (Sheriff)	0-30	29
2. Alarm system adequacy (Sheriff)	0-30	25
3. Cash security (Sheriff)	0-30	20
4. Perimeter/security fencing adequacy (Sheriff)	0-30	25
5. Security personnel use and training (Sheriff)	0-30	28
6. Additional security measures (Sheriff)	0-30	28
<b>TOTAL</b>		<b>155</b>

<b>Section 5 – Operations Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Adequacy of improvements and permit status	0-30	25
2. Track and Trace compliance system adequacy	0-30	30
3. Hazardous materials (EH and Ag)	0-30	30
4. Storage safety and security (EH and Ag)	0-30	30
5. Waste disposal plan adequacy (EH and Ag)	0-30	30
6. Adequacy of weights & measures equipment and practices	0-30	10
7. Adequacy of equipment to proposed activity	0-30	25
8. Community mitigation measures	0-60	30
Pro Forma Included? <input checked="" type="checkbox"/>	<b>TOTAL</b>	<b>210</b>

<b>Section 6 – Cultivation Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Surrounding land use compatibility	0-60	60
2. Pest management plan adequacy	0-30	25
3. Fertilizer plan adequacy	0-30	30
4. Adequacy of processing equipment and facilities	0-30	25
5. Overall plan adequacy	0-60	50
<b>TOTAL</b>		<b>190</b>

<b>Section 7 – Community Impact Mitigation Measures</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Existence of agreements with community entities (Fire, EMS, Law Enforcement, etc.)	0-180	144
	<b>TOTAL</b>	<b>144</b>

<b>Section 8 – Environmental Considerations</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Water source sustainability (EH)	0-60	45
2. Wastewater runoff management adequacy (EH)	0-60	45
3. Outdoor lighting plan		
a. Adequacy to provide security	0-30	25
b. Mitigation of dark skies concerns	0-30	25
4. Odor control and ventilation systems	0-60	55
5. Dust control plan adequacy	0-60	60
6. Noise mitigation plan adequacy	0-60	60
	<b>TOTAL</b>	<b>315</b>

<b>Section 9 – Community Benefit Plan</b>	<b>Point Value</b>	<b>Points Assigned</b>
1. Strength of community benefit plan	0-260	156
2. Local hiring plan/strategies	0-60	60
3. Wage comparison	0-60	60
	<b>TOTAL</b>	<b>276</b>



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

For Clerk's Use Only:  
AGENDA NUMBER

23

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 11:00a.m.       Closed Session       Informational

**FROM:** Inyo County Planning Commission

**FOR THE BOARD MEETING OF:** February 12, 2019

**SUBJECT:** Zone Reclassification (ZR) #2019-10/Jellison

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

- A) Conduct a public hearing on the following actions for an 0.35-acre site located at 2476 & 2478 Dixon Lane, in the community of Bishop (APN 010-081-40):
- a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, approving Zone Reclassification No. 2018-10/Jellison and amending the Zoning Map of the County of Inyo by rezoning a 0.35-acre parcel located at 2476 & 2478 Dixon Lane (APN 010-081-40) in the unincorporated community of Bishop from Multiple Residential (R-2) to single residence or mobilehome combined (RMH)."
- B) Certify that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No. 2018-10/Jellison.
- C) Waive the first reading of the above referenced Ordinance approving Zone Reclassification No. 2018-10/Jellison and schedule the enactment for 11:00a.m., Tuesday, February 12, 2019 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

**SUMMARY DISCUSSION:**

The applicant, Robert Jellison, is proposing to change the Zoning Designation on a property located at 2476 & 2478 Dixon Lane, Bishop, CA with Assessor Parcel Number (APN) 010-081-40. Currently, this parcel is zoned Multiple Residential with a 14,200 square foot minimum and has the General Plan designation of Residential Medium Density (RM). The applicant is requesting the Zoning Designation of Single Residence or Mobilehome Combined, with a 7,200 square foot minimum (RMH-7200). The existing General Plan designation is consistent with the proposed Zoning designation and will not change. The proposed zoning is consistent with the current use on the parcel (a single family residence). The applicant has applied for a Hosted Short-Term rental at this property, which is allowed in the RMH zoning, but not in the R2 zoning.

The property has an existing, 1,380-square-foot single family residence and a 900-square-foot accessory dwelling unit (Attachment A - Vicinity Map). While the property is zoned for multiple residential use, only a single residence exists on the property. The applicant has already applied for a Hosted Short-Term Rental Permit. That application has been reviewed under the County's zoning code and no issues have arisen that would result in the denial of the request, except for the property being zoned R2.

It appears that in the early 1990s the Planning Department created a situation that resulted in this parcel being spot zoned (Attachment B map of the existing zoning)(Attachment C map of proposed zoning). This

was due to the County's prior accessory dwelling unit regulations that did not allow for accessory dwelling units in the RMH zone. In the early 1990s the Planning Department actively looked for parcels with more than one unit in the single family home zones and encouraged the owners to rezone to multiple residence zones. Later, changes in California law made it illegal for local jurisdictions to have regulations that did not allow for accessory dwelling units on their single family zoning designations. Changing this property's zoning back to RMH causes a more consistent zoning pattern in the area, eliminating the "spot zone" of R2 that extends into RMH zone and makes the zoning more consistent with the current use.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The parcel is currently fully disturbed by the existing residential uses, with no additional development proposed and therefore the project is exempt.

The Planning Commission held a Public Hearing on January 23, 2019, took public comment, and voted to recommend that the Board certify that the project is exempt from CEQA and approve Zone Reclassification No. 2018-10/Jellison with a vote of 4-0.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The applicant provided fees to cover the costs of these actions.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/6/19

Attachments:

- 1) Proposed Ordinance
- 2) Existing Zoning
- 3) Proposed Zoning
- 4) January 23, 2019 Planning Commission Staff Report.

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2018-10\JELLISON AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 0.35 ACRE PARCEL LOCATED AT 2476 AND 2478 DIXON LANE(APN 010-081-40) IN THE UNINCORPORATED COMMUNITY OF BISHOP FROM MULTIPLE RESIDENTIAL (R-2) TO SINGLE RESIDENCE OR MOBILEHOME COMBINED (RMH).**

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

**SECTION I: AUTHORITY**

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

**SECTION II: FINDINGS**

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Robert Jellison applied to the Inyo County Planning Department to have the zoning map of the County of Inyo amended from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH) on a property in the unincorporated community of Bishop (APN 010-081-40), as described in Section III of this Ordinance.
- (2) On January 23, 2018 the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2018-10\Jellison, following which the Commission made various findings and recommended that the Board amend Title 18, to rezone the property described in Section III of this Ordinance Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) The proposed action will act to further the orderly growth and development of the County by rezoning property to Single Residence or Mobilehome Combined (RMH), as it best matches the current and proposed future uses on the property.

**SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED**

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 0.35-acre site at 2476 and 2478 Dixon Lane (APN 010-081-40) in the unincorporated community of Bishop is changed from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH).

**SECTION IV: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF FEBRUARY, 2019.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

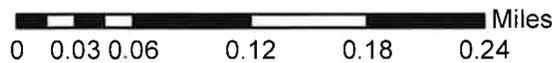
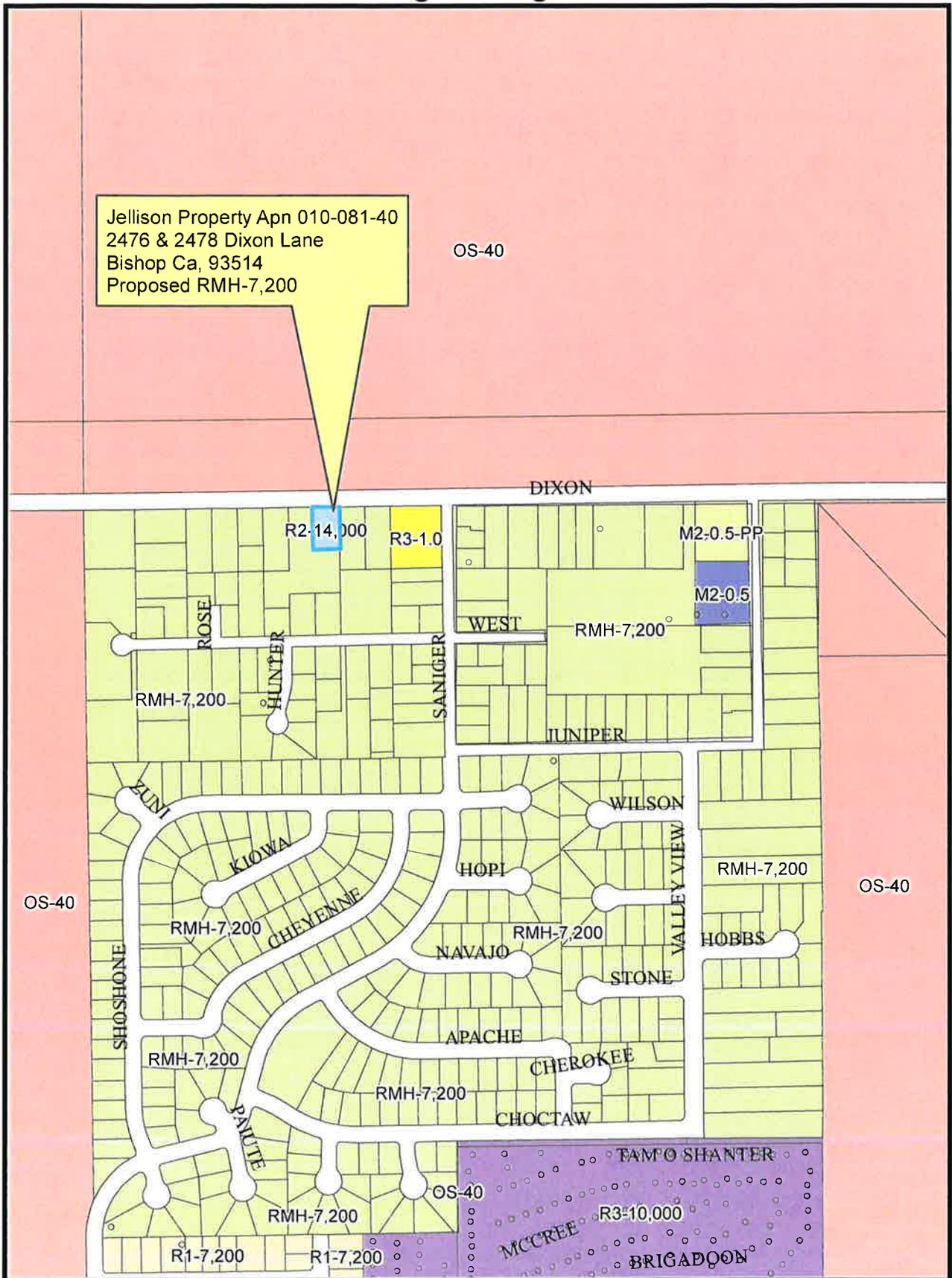
\_\_\_\_\_  
**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:  
Clint Quilter  
Clerk of the Board**

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

# Zone Reclassification 2018-010/Jellison

## Existing Zoning

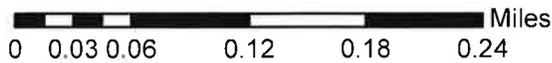
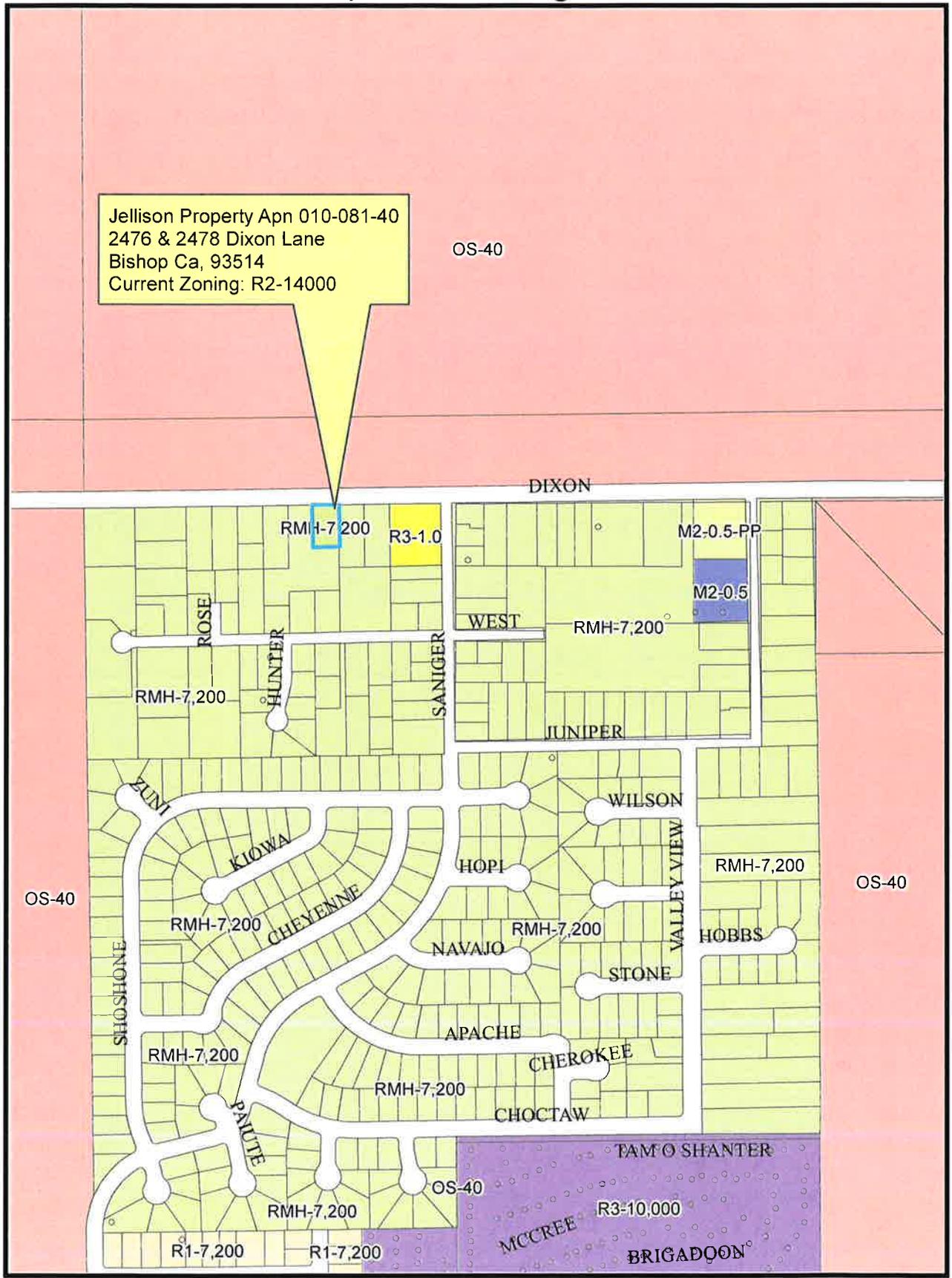


# Zone Reclassification 2018-010/Jellison

## Proposed Zoning

Jellison Property Apn 010-081-40  
2476 & 2478 Dixon Lane  
Bishop Ca, 93514  
Current Zoning: R2-14000

OS-40





**Planning Department  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526**

**Phone: (760) 878-0263  
FAX: (760) 872-2712  
E-Mail: [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)**

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**AGENDA ITEM NO.:** 10 (Action Item – Public Hearing)  
**PLANNING COMMISSION MEETING DATE:** January 23, 2018  
**SUBJECT:** Zone Reclassification (ZR) 2018-08/Jellison

**EXECUTIVE SUMMARY**

The applicant, Robert Jellison, is proposing to change the Zoning Designation on a property, located at 2476 and 2478 Dixon Lane Bishop Ca, 93514 with Assessor Parcel Number (APN) 010-081-40 and zoned Multiple Residential with a 14,000 square foot minimum and has the General Plan designation of Residential Medium (RM). The applicant is requesting the Zoning Designation of Single Residence or Mobilehome Combined, with a 7,200 square foot minimum (RMH-7200). The existing General Plan designation is consistent with the proposed Zoning designation and will not change. The proposed zoning is consistent with the current use on the parcel (a single family residence and an accessory dwelling unit). The applicant has applied for a Hosted Short-Term rental at this property, which is allowed in the RMH zoning, but not in the R2 zoning.

**PROJECT INFORMATION**

**Supervisory District:** 1

**Project Applicant:** Robert Jellison

**Property Owner:** Robert Jellison and Irene S Yamashita

**Site Address:** 2476 Dixon Lane and 2478 Dixon Lane

**Community:** Bishop, California

**A.P.N.:** 010-081-40

**General Plan:** Residential Medium (RM)

**Zoning:** Multiple Residential with a 14,000 square foot minimum

**Size of Parcel:** Approximately 0.35-acres

**Surrounding Land Use:**

<b>Location:</b>	<b>Use:</b>	<b>Gen. Plan Designation</b>	<b>Zoning</b>
Site	Residential	Residential Medium- Density (RM)	Multiple Residential – 14,000 square foot minimum –
North	Agriculture	Natural Resource (NR)	Open Space -40 Acre Minimum
East	Residential	Residential Medium- Density (RM)	Single Residence or Mobilehome Combined – 7,200 square foot minimum (RMH-7,200)
South	Residential	Residential Medium- Density (RM)	Single Residence or Mobilehome Combined – 7,200 square foot minimum (RMH-7,200) )
West	Residential	Residential Medium- Density (RM)	Single Residence or Mobilehome Combined – 7,200 square foot minimum (RMH-7,200)

**Staff Recommended Action:** **Make certain Findings with respect to and recommend the Board of Supervisors approve ZR 2018-08 Jellison, subject to the Conditions of Approval as recommended in this staff report and certify it is exempt from CEQA.**

**Alternatives:**

- 1.) Deny the ZR.
- 2.) Approve the ZR with additional or modified Conditions of Approval.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information and analysis is needed.

**Project Planner:**

Ryan Standridge, Assistant Planner

**STAFF ANALYSIS**

Background and Overview

The applicant has applied for a ZR, to change the zoning of the property from R2-14,000 to RMH-7,200 with the intent of operating a Hosted Short-Term Rental on the property. Hosted Short-Term Rentals are not allowed in the R2 zone but permitted in the RMH zone.

The property has an existing, 1,380-square-foot single family residence and a 900-square-foot accessory dwelling unit (Attachment A - Vicinity Map). While the property is zoned for multiple residential use, only the single residence exists on the property. The applicant has already applied for a Hosted Short-Term Rental. That application has been reviewed and no issues have arisen that would result in the denial of the request, except for the property being zoned R2.

It appears that the Planning Department created a situation that resulted in this parcel being spot zoned (Attachment B map of the existing zoning)(Attachment C map of proposed zoning). This was due to the prior accessory dwelling unit requirements that did not allow for accessory dwelling units in the RMH zone. In the early 1990s the Planning Department actively looked for parcels with more than one unit in the single family home zones and encouraged the owners to rezone to multiple residence zones. Later, changes in California law made it illegal for local jurisdictions to have regulations that did not allow for accessory dwelling units on their single family zoning designations. Changing this property's zoning back to RMH causes a more consistent zoning pattern in the area, eliminating the "spot zone" of R2 that extends into RMH zone and makes the zoning more consistent with the current use.

The location of the existing residence and accessory dwelling unit on the lot, make the potential development of a second single family residence difficult at best (Attachment D, existing structures). This current configuration of buildings effectively prohibits the full potential of the R2 zoning; therefore, this zone reclassification does not result in losses to single family home development opportunity.

#### General Plan Consistency

The project is consistent with the General Plan designation of RM (Policy LU-2.2) since the project parcel and the surrounding area have this designation. RM also corresponds to the RMH 7,200 zoning that is being requested by the applicant. The density of the RM General Plan Designation (4.6-7.5-units/acre) is consistent with existing and allowed development under the RMH zoning.

#### Zoning Ordinance Consistency

Changing the subject parcel zoning from R2 to RMH, allows the parcel to be consistent with the surrounding area. There is one other multiple residential zoned parcel (R3) in the general area located at the end of the block. This parcel is also spot zoned; however, the current use corresponds to the R3 zone. This proposed zone change brings the parcel into consistency with its neighboring parcels. Since the property has only been developed with a single-family residence and an accessory dwelling unit (1,200-square-foot or less), the R2 zone is inconsistent with the existing development of the property, as well. Moreover, because of the current residential development and its placement on the lot, the full development potential of the lot under the R2 zoning is unlikely, and this zone reclassification will not cause losses to development potential.

#### Utilities and Public Services

Utility and public services are provided to the existing single-family residence, and existing accessory dwelling unit. With no potential for further development, no need to increase or change service provision is anticipated.

### **ENVIRONMENTAL REVIEW**

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with

certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning change reduces potential future development, and the parcel is currently fully developed by the existing residential use, and therefore the project is exempt.

## **NOTIFICATIONS**

ZR 2018-10/Jellison was noticed in the Inyo Register and sent to the property owners of properties within 300-feet of the project, ten days prior to the Planning Commission Hearing. No comments have been received to date.

## **RECOMMENDATION**

Planning Department staff recommends the approval of Zone Reclassification No. 2018-10/Jellison, with the following Findings and Condition of Approval:

## **FINDINGS**

1. The proposed Zone Reclassification is exempt under CEQA Guidelines 15061(b)(3), General Rule.

*[Evidence: The proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed zoning change reduces potential future development, and the parcel is currently fully developed by the existing residential use, and therefore the project is exempt.]*

2. The proposed Zone Reclassification is consistent with the Inyo County General Plan Land Use designation of Residential Medium Density (RMH).

*[Evidence: The project is consistent with the General Plan designation of RM. The surrounding areas zoned RMH have the RM General Plan Designation and the density of the RM General Plan Designation is consistent with existing and allowed development under the RMH zoning.]*

3. The proposed Zone Reclassification is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

*[Evidence: Changing of the zoning from R2 to RMH brings the project parcel's zoning into consistency with adjacent zoning and current development on the parcel. Since the property has only been developed to have a single family residence, the change in zoning is not inconsistent with the existing development of the property.]*

4. The proposed Zone Reclassification is not likely to cause substantial impacts to public health, safety or welfare.

*[Evidence: The property is currently developed as a single family residence. The R2 zoning would allow for a second residence to be developed on the property as well as an accessory dwelling unit. These potential expansions of use are currently allowed for and anticipated by the General Plan and Zoning Code. The*

*proposed zoning minimally restricts any potential future development to a State allowed accessory dwelling unit. Therefore potential future impacts, which have already been anticipated and allowed for, are reduced.]*

#### **CONDITIONS OF APPROVAL**

1. The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, its appeals board, or legislative body concerning Zone Reclassification No. 2018-10/Jellison. The County reserves the right to prepare its own defense.

#### **Attachments**

- A. Vicinity Map
- B. Existing Zoning
- C. Proposed Zoning
- D. Site Plan
- E. Existing Structures
- F. Aerial overhead