



County of Inyo Board of Supervisors

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

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

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

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

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

December 10, 2019 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

- 2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –
 Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (one potential case). Circumstances: threatened litigation regarding Portagee Joe Campground.
- 3. CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS 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 Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

Board of Supervisors AGENDA 1 December 10, 2019

8. **COUNTY ADMINISTRATOR - Advertising County Resources -** Request Board receive the Fiscal Year 2019-2020 Mid-Year Report from Inyo County Film Commissioner Chris Langley.

DEPARTMENTAL - PERSONNEL ACTIONS

9. Child Support Services -

Request Board:

- A) Find consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested position exists in the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; 2) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Child Support Attorney I-III, Range 81-86 (\$5,806 \$8,302), depending upon qualifications; B) Change the authorized strength within the Child Support Department by deleting one (1) Child Support Supervisor, Range 72, and one (1) Child Support Officer I, Range 57; and
- C) Reclassify the Administrative Analyst II, Range 70 (\$4,660 \$5,668), to a Program Manager, Range 74 (\$5,121 \$6,225).

10. Health & Human Services - Health/Prevention -

Request Board:

- A) Change the Authorized Strength in the Health and Human Services WIC, ESAAA and CHDP programs by:
- 1. Deleting one Registered Dietitian Nutritionist at Range 74 (\$5,021 \$6,103/month):
- 2. Adding one B-Par Registered Dietitian Nutritionist at Range PT74 (\$26.90 \$32.70/hr.); and
- B) Approve the reclassification of the Registered Dietitian Nutritionist to a B-Par Registered Dietitian Nutritionist.

CONSENT AGENDA (Approval recommended by the County Administrator)

- 11. <u>Agricultural Commissioner Cannabis</u> Request Board approve Resolution No. 2019-56 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Extending the Deadline for Commercial Cannabis Business License Requirements," and authorize the Chairperson to sign.
- County Administrator Motor Pool Request Board: A) declare Bishop Ford the successful bidder for one (1) 2020 Ford Expedition per Bid No. MP 09 2019 and B) authorize the purchase of one (1) 2020 Ford Expedition from Bishop Ford in an amount not to exceed \$45,397.00
- 13. Public Works Request Board approve Resolution No. 2019-57 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Inyo County BPMP Deck Sealing Project," and authorize the Chairperson to sign.
- 14. <u>Public Works</u> Request Board approve Resolution No. 2019-58 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the South County Striping Project," and authorize the Chairperson to sign.

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

- Water Department Request Board provide direction to the Owens Valley
 Groundwater Authority representatives in advance of the Owens Valley Groundwater
 Authority meeting scheduled for December 12, 2019 in Bishop, CA.
- 16. Planning Department Request Board appoint two Supervisors as Tribal Consultation Committee members, on the each of the recognized Tribes in the County, for appointments beginning January 1, 2020 and ending December 31, 2020.
- 17. Health & Human Services ESAAA Request Board authorize Health and Human Services (HHS) to waive required deposits associated with facility use rental policies for facilities managed by HHS for specified entities, including fire departments in each community and civic organizations associated with respective townships housing a rental facility.
- 18. <u>Health & Human Services Health/Prevention</u> Request Board ratify and approve the Memorandum of Understanding between Health Management Associates and the Inyo County Department of Health and Human Services (HHS) for the period of April 1, 2019 through September 30, 2020, and authorize the Director of HHS to sign.
- 19. <u>Sheriff</u> Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of annual support services; and B) ratify and approve payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$23,606 for annual support services.
- 20. **Public Works -** Request Board:
 - A) Amend the Fiscal Year 2019-2020 Bishop Air Rehab Runway Budget 12-30 (Budget 631100) as follows:
 - 1. increase revenue in Federal Grants (Revenue Code 4555) by \$277,168;
 - 2. increase appropriation in Professional Services (Object Code 5265) by \$267,168;
 - 3. increase appropriation in External Charges (Object Code 5124) by \$10,000; and
 - B) Approve Amendment No. 2 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$393,633.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 21. Public Works Request Board ratify and approve Amendment No. 20 agreement between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA, extending the term end date from June 30, 2019 to December 31, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 22. <u>County Administrator Information Services</u> Request Board ratify and approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board streaming and agenda automation system for the period of December 1, 2019 through November 30, 2020 in an amount not to exceed \$11,220.00.

Board of Supervisors AGENDA 3 December 10, 2019

- 23. <u>County Administrator Personnel</u> Request Board ratify and approve the contract between the County of Inyo and Segal Waters Consulting DBA The Segal Company (Western States) Inc. for the provision of Compensation and Classification Consulting in amount not to exceed \$95,000 for the period of December 4, 2019 through December 4, 2020 and authorize the Chairperson to sign.
- 24. <u>Clerk of the Board</u> Request Board approve the minutes of the regular Board of Supervisors meetings of November 12, 2019, November 19, 2019, and November 26, 2019.

CORRESPONDENCE - ACTION

25. <u>Lone Pine Unified School District</u> - Request Board order the consolidation of the Lone Pine Unified School District's General Obligation Bond Election with the March 3, 2020 Direct Primary Election.

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

26. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

27. California Fish and Game Commission - Notice, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, that the Commission received a petition to list the western Joshua tree (Yucca brevifolia) as a threatened species under the California Endangered Species Act.

INYO COUNTY FILM COMMISSION 2019-2020 MID-YEAR REPORT

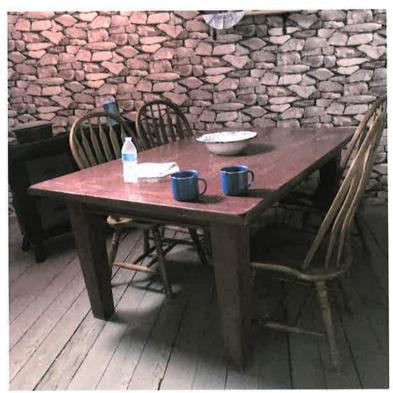


Table lent by Jennifer Ray

Christopher Langley
Inyo Film Commission
Box 99
Lone Pine, CA 983545
Ionepinemovies@aol.com
760-937 1189

1. Review of six months

This last six months have seen a somewhat slower period of activity. Both projects the Inyo Film Commission worked on but that did not materialize as final projects and the ones that did come to fruition affected the final outcome. In most ways it was simply slightly lower than the first six months of the fiscal year of July 2018 to December 2018.

Most scouts I talk to and many of the film commissions have reflected on this situation, but it is difficult to know yet whether it represents a significant slowing of filming in California due to a slowing economy, coincidence or some other factors.

We will have a better sense of what is happening after the first six months of 2020.

2. Individual Projects

An example of one of these factors was the withdrawal of the French fashion commercial with the significant talent which I covered last time and in a follow up story in "The Inyo Register." The dates coincided with the Lone Pine Film Festival. Although we scouted and planned for it to take place in the northern Alabama Hills, the BLM continued to have safety reservations although they worked with us to resolve these. The real issue was the company couldn't move their shoot dates because on contracts had already been signed with the talent for those days and only those days.

I have inserted one page from the proposal of the company next to give you an idea of what they wanted to do. It would have been a wonderful and exciting project with a crew nearing 100 in number. But as the time approached the project withdrew due to financial and security

VIDEO INTENTIONS

TIMELAPSE





NATURE & FAUNA





KENDALL, NATURE & FAUNA





considerations and ended up filming near Lancaster. Although I think all of us were disappointed, we realized it was the best resolution.

By the way, the 2019 Thirtieth Lone Pine Film Festival went off quite successfully with both a significant profit and the decision already made to go ahead with number 31 Columbus Day weekend 2020. Also, the next Concert in the Rocks is schedule for June 6.

We did have several vehicle commercials although as far as I know none are slated for the Super Bowl.

3. Projects that are still in process.

Three projects are still in process as I write this. One is a western directed by a young 24 year -old director named Isaac Meideros. We completed scouting. They had filmed the first half elsewhere and were prepared to finish the feature film here when the star became unavailable. They have pushed the shoot to February but he has a two episode pilot which he can do in place of it, perhaps next week. We are looking for two 1950 trucks or sedans but only one has to actually be drivable. I think the horse is arranged. It is set on a "modern" ranch of the 1950s, but I haven't heard any more details as of this writing.

Finally, I scouted with a long-time friend/ scout who knows our area very well Sunday the December 1 in rain and snow. It is for an electric vehicle but supposed to be in the spring or summer. That's the look not the calendar date of the filming. Which led me to ask: "Why do they want summer when it's snowing, and winter when it's 105 degrees out on the airport?"

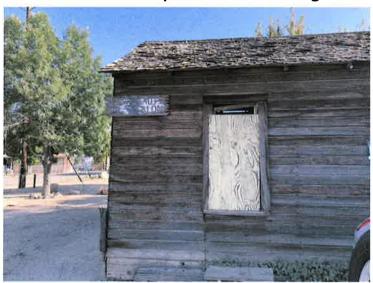
4. Restoration of historic film cabin

Another project that continues after filming here in April is "The Unspoken Badge." The section being filmed in late November required a period cabin. We are from time to time asked for such a location but

it has surprisingly been difficult to fill. Either it is really not period (which means historic) or difficult to reach or secure, or too small to move cameras around the small rooms. The crew decided to use an old cabin which I believe was moved in from Keeler that belongs to a pioneer family group here in town. It is located on Brewery Street and was in bad repair but had spacious rooms. Ironically, it appears in a 1939 Gene Autry film as the ranch house he buys.

The director and two members of his crew spent several weekends cleaning it out and restoring it at a cost of over one thousand dollars to them and many cold hours of dusty work. I have included several before and after photos of the cabin so you can appreciate what they did. They dressed it with period furniture they rented from local folks. It was catered by the Lone Star Bistro.

The best part is they have left everything here so it will be available to other productions needing such a location.





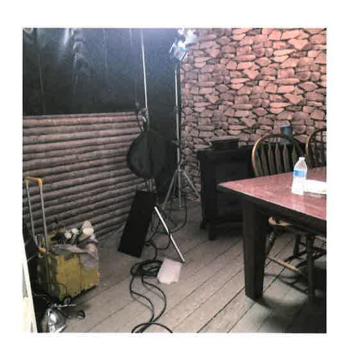
BEFORE:

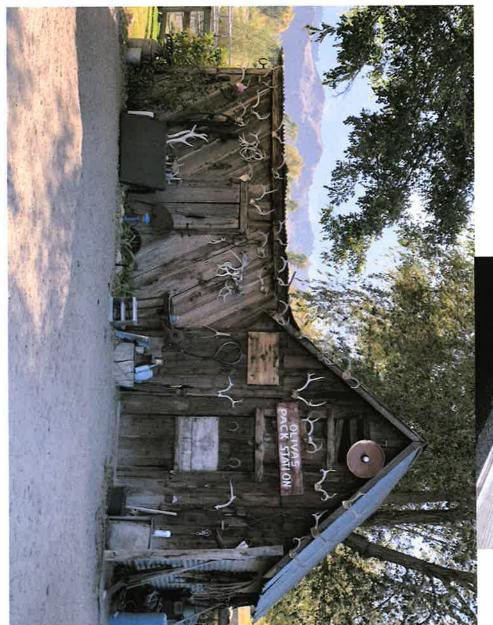




AFTER: Restoration done by Carl Flood, Director, and crew













5. Website

I would like to again to pursue updating our ICFC website. I will need to transfer some money to another department that can develop the maps. I have spoken to Jude Greenburg from Darwin who I have done several projects with and she is still interested in completing the site and moving it to the County website.

6. "Tremors" Thirty-year celebration January 18-19, 2020

The Western Film History Museum has scheduled a weekend celebration of the thirtieth anniversary of the first Tremors movie. It will be held at the museum on Saturday January 18 with additional tours on Sunday the 19th. Besides a showing

of the film, a panel with the director Ron Underwood, writers S.S. Wilson and Brent Maddock, producer Nancy Roberts, the designer of the worm (which is on display in the museum) and hopefully the builder. Michael Gross may be able to attend once he gets back from Thailand where he is presently filming "Tremors 7: Island Fury." Finally, there will be a screening of the original film accompanied by 10 minutes never before seen out takes brought by S.S, Wilson.

7. Celebration of National Scenic Area designation

As most of you know, we had the celebration of the accomplishment of the National Scenic Area designation for the Alabama Hills which guarantees our premium Inyo County film locations will be with us in the future preserved untouched for future filmmakers. It was a great day.





Child Support Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Susanne Rizo

SUBJECT:

Request approval of Reorganization and recruitment of a Child Support Attorney I-III.

RECOMMENDED ACTION:

Request Board:

A) Find consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested position exists in the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; 2) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Child Support Attorney I-III, Range 81-86 (\$5,806 - \$8,302), depending upon qualifications;

- B) Change the authorized strength within the Child Support Department by deleting one (1) Child Support Supervisor, Range 72, and one (1) Child Support Officer I, Range 57; and
- C) Reclassify the Administrative Analyst II, Range 70 (\$4,660 \$5,668), to a Program Manager, Range 74 (\$5,121 \$6,225).

SUMMARY/JUSTIFICATION:

Our current attorney, Terry Walker, is retiring in January 2020. This recruitment is to fill her position.

The incumbent reviews and approves pleadings and practices related to establishment of child support orders and parentage, modifications, service of process, interstate reciprocity, asset liens, and all pleadings generated by our office others. The position assists with preparation of motions, and advocacy at court appearances in Bishop, Independence and Mammoth Lakes, California. On average 35 pleadings are prepared filed and served per month in Inyo and Mono County Superior Courts. In addition, the Child Support Attorney reviews and prepares client letters, meditative settlements and discuses enforcement actions with clients and caseworkers on all cases as necessary.

In addition, your Board is requested to reclassify the Administrative Analyst III position to a Program Manager position as duties the incumbent has undertaken in the wake of the vacant supervisor position are consistent with the Program Manager position.

We have two unfilled positions that we are requesting be deleted with this reorganization item.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request. However, it is not staff's recommendation to do so.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is or will be provided for in the Board approved 2019/2020 budgets.

ATTACHMENTS:

APPROVALS:

Darcy Ellis Created/Initiated - 11/19/2019
Sue Dishion Approved - 11/19/2019
Amy Shepherd Approved - 11/19/2019
Susanne Rizo Final Approval - 11/21/2019





Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT: Request to change HHS authorized strength by deleting a full time Registered Dietitian Nutritionist and adding a B-Par Registered Dietitian Nutritionist.

RECOMMENDED ACTION:

Request Board:

- A) Change the Authorized Strength in the Health and Human Services WIC, ESAAA and CHDP programs by:
 - 1. Deleting one Registered Dietitian Nutritionist at Range 74 (\$5,021 \$6,103/month);
 - 2. Adding one B-Par Registered Dietitian Nutritionist at Range PT74 (\$26.90 \$32.70/hr.); and
- B) Approve the reclassification of the Registered Dietitian Nutritionist to a B-Par Registered Dietitian Nutritionist.

SUMMARY/JUSTIFICATION:

During the FY 18/19 budget process, in anticipation of the retirement of the WIC Program Manager, HHS restructured the Public Health and Prevention division by creating a Prevention Program Manager position to oversee the administrative and management functions of multiple prevention programs and created a part time Registered Dietitian Nutritionist (RD) position. This restructure met the State WIC requirements for an RD to provide specific program duties, and also maintained a requirement for the RD to provide nutrition education and menu development/approval, as required in the ESAAA/IC-GOLD program. HHS advertised the part time RD position from October 2018 to April 2019 and had no applicants. In April 2019, your Board approved a request to make this position a full time position in order to improve recruitment prospects, as well as provide additional RD services within the Department, including nutrition education for clients in other divisions, like Behavioral Health.

In July 2019, HHS completed a successful recruitment for the RD position. However, the selected candidate indicated that she was unable to accept a full time position. In order to accommodate her availability, the County Administrator approved a temporary assignment for the RD candidate while HHS continued to assess the need for a full time RD. Over the past 12 months, the Prevention Program Manager has carefully monitored and assessed the WIC program in order to better inform the staffing model, and the HHS senior leadership team has continued to analyze the wider departmental needs for RD services. Ultimately, HHS has determined that essential RD services within the WIC and ESAAA programs can be met with a B-Par RD position. Additionally, desired nutrition education and consultation for Behavioral Health clients and other high risk individuals can still be accommodated with a part time RD, as needed, allowing the department to still meet occasional requests for RD support for clients who do not qualify for services through WIC or ESAAA.

Your Board is requested to approve the change in HHS authorized strength and authorize the incumbent to be

reclassified as a B-Par Registered Dietitian Nutritionist.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to change the HHS authorized strength and not authorize reclassifying the incumbent as a part-time Registered Dietitian Nutritionist, which would mean that the WIC and ESAAA programs would be out of compliance with State requirements until a full time RD candidate could be identified.

OTHER AGENCY INVOLVEMENT:

Mono County Social Services

FINANCING:

State and Federal funds. This position will be paid 68% in the WIC (641918), 7% in Health (045100) and 25% ESAAA (683000) Budgets in the Salary and Benefits object category. No County General Funds

ATTACHMENTS:

APPROVALS:

Sharon Wilson Created/Initiated - 11/20/2019 Marilyn Mann Approved - 11/20/2019 Meaghan McCamman Approved - 11/21/2019 Melissa Best-Baker Approved - 11/22/2019 Approved - 11/22/2019 Anna Scott Darcy Ellis Approved - 11/26/2019 Sue Dishion Approved - 12/2/2019 Marshall Rudolph Approved - 12/2/2019 Marilyn Mann Approved - 12/2/2019 Rhiannon Baker Approved - 12/3/2019 Amy Shepherd Final Approval - 12/4/2019





Agricultural Commissioner - Cannabis CONSENT - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Nathan Reade

SUBJECT: Commercial Cannabis Business License Extension of Deadline to Submit Additional Required

Information

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-56 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Extending the Deadline for Commercial Cannabis Business License Requirements," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Commercial Cannabis Business Licenses are issued contingent on licensees obtaining all required state and local permits prior to commencing commercial activities. Section 5.40.090(J) of the Inyo County Code both outlines these requirements as well as sets time frames for these permits and licenses to be in place. The code provides that businesses must submit proof that requirements have been met within six months of a commercial cannabis business license being issued, however a provision in 5.40.090(J) allows the County Commercial Cannabis Permit Office (C3PO) to extend this deadline out to a maximum an additional six months.

All current licensees have already received a six month extension from the C3PO. Only two of the current 22 licensees have been able to meet these requirements during the time of extension. Many of these licensees are working through their conditional use permits, or have finished this requirement and are awaiting state licensing. 5.40.090(J) does not allow C3PO to extend beyond the additional six months, but does provide that the Inyo County Board of Supervisors may approve additional extensions. There is no time limit in the code for such extensions.

The C3PO requests your board provide for an additional one year extension of the requirement to obtain all applicable permits and licenses in order to allow all current licensees additional time to meet the conditions of their licenses. Each of these licensees has paid their annual licensing fee to the county for the 2019/2020 licensing period. Many have not obtained needed state licenses due to the slow processing times associated with these licenses, which is out of both the county as well as the licensee's control.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your board issued 25 commercial cannabis business licenses between December of 2018 and March of 2019. Of these, 22 renewed for the 2019/2020 licensing period. Only two of these licensees have been able to meet

the conditional requirements of their licenses despite a six-month extension by the C3PO. Various reasons exist for licensees not meeting conditions, including issues outside of the county or licensee's control such as state licensing delays.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could approve a shorter or longer extension than the staff recommendation. Your board could also opt to not provide an extension, but this is not advised since many of these licensees are in the process of meeting license conditions.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If passed, this resolution would not have a significant fiscal impact on Inyo County, although if some businesses become viable as a result of this extension the county may receive additional tax dollars.

ATTACHMENTS:

1. Deadline Extension Resolution

APPROVALS:

Nathan Reade Created/Initiated - 11/18/2019
Darcy Ellis Approved - 11/18/2019
Nathan Reade Approved - 11/18/2019
Marshall Rudolph Final Approval - 11/18/2019

RESOLUTION NO. 2019-xx

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA EXTENDING THE DEADLINE FOR COMMERCIAL CANNABIS BUSINESS LICENSE REQUIREMENTS

WHEREAS, Inyo County Code subsection 5.40.090(J) provides that commercial cannabis business licenses are issued conditionally contingent on licensees obtaining all applicable permits and licenses required by the county and/or state of California; and,

WHEREAS, Inyo County Code subsection 5.40.090(J) further provides that the County Commercial Cannabis Permit Office (C3PO) may extend this deadline up to six months; and,

WHEREAS, the Inyo County Board of Supervisors authorized the issuance of 25 commercial cannabis business licenses between December of 2018 and March of 2019, 20 of which have still not met all conditions despite the six-month extension granted by C3PO; and

WHEREAS, influences such as delays in obtaining licenses from the state of California, which are outside of the control of both the county and licensees may have affected the ability of licensees to meet conditional requirements.

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

The Inyo County Board of Supervisors extends the deadline for obtaining and submitting all applicable permits required by the county and/or state of California an addition year from the date described in the extension provided by C3PO for the following commercial cannabis business licensees:

<u>Licensee Name</u>	<u>License Number</u>
Bloomeezz	5C-001
Chief Farms, LLC	5C-002
Gypsy Girl Farm and Seed Company, LLC	5C-003
Inyo Farms, Inc.	5C-005
Inyo's Best Network, LLC	5C-006
RPGM Advanced Partnership, LLC	5C-008
Chief Farms, LLC	5C-010
Chicago Valley Cannabis Cultivation and Commerce Park	5F-001
Desert Greens, LLC	5F-002
ShadeGrown Farms, LLC	5G-001
RDB Cultivation, LLC	5G-002
Inyo Cannabis Village, LLC	5G-003
Inyo Cannabis Village, LLC	5G-004
Inyo Cannabis Village, LLC	5G-005
Inyo Cannabis Village, LLC	5G-006
Grow 4 Gold, LLC	5G-007
Grow 4 Gold, LLC	5G-008

<u>Licensee Name</u>	<u>License Number</u>
Nanofarms Group, Inc.	5G-009
Nanofarms Group, Inc.	5G-010
Old Spanish Cannabis and Commerce Park	5G-011

PASSED	D, APPROVED and ADOPTED this	day of _	, 2019, by the following vote, to wit
AYES:			
NOES:			
ABSEN	Т:		
ABSTAI	N:		
			Rick Pucci, Chair
			Inyo County Board of Supervisors
ATTEST	: Clint G. Quilter		
	Clerk of the Board		
BY:			
	Darcy Ellis		
	Assistant Clerk of the Board		





County Administrator - Motor Pool CONSENT - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Leslie Chapman

SUBJECT: Purchase of FY 2019-2020 Motor Pool Vehicle

RECOMMENDED ACTION:

Request Board: A) declare Bishop Ford the successful bidder for one (1) 2020 Ford Expedition per Bid No. MP 09 2019 and B) authorize the purchase of one (1) 2020 Ford Expedition from Bishop Ford in an amount not to exceed \$45,397.00

SUMMARY/JUSTIFICATION:

Motor Pool utilized the formal bid process for the purchase of one 2020 Full Size Utility Vehicle. Two dealerships responded and Bishop Ford provided the lowest bid. The bid amount is consistent with the budgeted replacement cost. Since this vehicle will be used as a Sheriff's patrol vehicle Motor Pool intends to purchase the vehicle rather than utilize the Enterprise contract.

Bid Summary:

Bishop Ford \$45,396.27 Towne Ford Sales \$47,256.05

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to purchase this vehicle at this time. However, staff recommends making the purchase as this vehicle meets or exceeds the Motor Pool Replacement Policy criteria.

OTHER AGENCY INVOLVEMENT:

Auditor Sheriff

FINANCING:

The vehicle recommended for purchase has been included in the 2019-2020 Motor Pool budget 200100, Object Code 5655.

ATTACHMENTS:

APPROVALS:

Teresa Elliott Created/Initiated - 11/6/2019
Darcy Ellis Approved - 11/8/2019
Teresa Elliott Approved - 11/8/2019
Leslie Chapman Approved - 11/18/2019
Amy Shepherd Approved - 11/19/2019
Marshall Rudolph Approved - 11/19/2019
Leslie Chapman Final Approval - 11/20/2019





Public Works CONSENT - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Trevor Taylor

SUBJECT: Resolution and Notice of Completion for the BPMP Deck Sealing Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-57 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Inyo County BPMP Deck Sealing Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the September 10, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the BPMP Deck Sealing Project to Peterson-Chase General Engineering Construction, Inc. of Irvine, CA in the amount of \$111,816.50. The final construction contract amount (not including construction engineering/inspection) is \$112,596.98.

Peterson-Chase completed the work for the BPMP Deck Sealing Project on October 29, 2019. The project work consisted of applying a methacrylate concrete sealer to four bridges in the County (Bridge No's 48C0002, 48C0021, 48C0016, and 48C0047). On October 29, 2019 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Public Works Department is requesting that the Board adopt the attached Resolution, which accepts the improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the recordation of the Notice of Completion begins the 30 day period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, as it will extend the period during which stop notices can be submitted and will delay release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT:

County Counsel Auditor's Office

FINANCING:

The costs for construction will be paid through budget unit 034601: State Funded Road, object code 5741. This project is 88.53% federally reimbursable through the Highway Bridge Program.

ATTACHMENTS:

- 1. BPMP Deck Seal NOC Resolution
- 2. BPMP Deck Seal NOC

APPROVALS:

Trevor Taylor Created/Initiated - 11/12/2019 Darcy Ellis Approved - 11/13/2019 Trevor Taylor Approved - 11/26/2019 Approved - 11/26/2019 Breanne Nelums Michael Errante Approved - 11/26/2019 Approved - 11/26/2019 Marshall Rudolph Approved - 11/26/2019 Amy Shepherd Michael Errante Final Approval - 11/26/2019

RESOLUTION #2019 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR THE INYO COUNTY BPMP DECK SEALING PROJECT

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the <u>Inyo County BPMP Deck Sealing Project</u> has been completed by <u>Peterson-Chase General Engineering Construction Inc.</u>, of Irvine, <u>CA</u> in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the <u>Inyo</u> County BPMP Deck Sealing Project.

Passed, approved and adopted this	day of	, 2019 by the following vote:
AYES: NOES: ABSENT: ABSTAIN:		
-	Chairperson, Bo	pard of Supervisors
ATTEST:		
Clint Quilter, Clerk of the Board		
by Assistant Clerk of the Board		

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: **Inyo County Public Works Department** P. O. Drawer Q Independence, CA 93515 The area above this line is for Recorder's Use **NOTICE OF COMPLETION**

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NOTICE IS HEREBY GIVEN THAT:
1. A work of improvement known as the <u>Inyo County BPMP Deck Sealing Project</u> on the property hereinafte described was completed on <u>October 29, 2019</u> and was accepted by the Inyo County Board of Supervisors on
2. The property on which the <u>Inyo County BPMP Deck Sealing Project</u> has been completed is located at various bridges in the County of Inyo, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the <u>four bridges involved in the project work (Br. 48C0002, Br. 48C0016, Br. 48C0021, and Br. 48C0047</u> .
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to the Resolution adopted
5. The name of the original contractor that completed the <u>Inyo County BPMP Deck Sealing Project pursuant</u> contract with the owner is <u>Peterson-Chase General Engineering Construction, Inc., of Irvine, CA</u> .
Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.
COUNTY OF INYO
Dated: By: Michael Errante, Director of Public Works
whenaet Etiante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)
, Michael Errante, hereby declare: That I am the Director of Public Works for the County of
nyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the <u>Inyo County BPMP Deck Sealing</u>
Project, and which entity is the owner of the aforesaid interest or estate in the property therein
lescribed; that I am authorized by the public entity to execute this NOTICE on the entity's
behalf; that I am authorized to and hereby make this verification on behalf of the public entity;
and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth
herein are true and correct.
Dated:
Michael Errante, Director of Public Works





Public Works CONSENT - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Trevor Taylor

SUBJECT: Resolution and Notice of Completion for the South County Striping Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-58 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the South County Striping Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the December 4, 2018 meeting of the Board of Supervisors, your Board awarded the construction contract for the South County Striping project to Sterndahl Enterprise, Inc. of Sun Valley, CA, in the amount of \$177,384.00. The final construction contract amount (not including construction engineering/inspection) is \$164,115.30

Sterndahl Enterprise, Inc. completed the work for the South County Striping Project on October 31, 2019. The project work consisted of applying edge striping to Panamint Valley Road, Trona Wildrose Road, Old Spanish Trail Highway, and State Line Road. On October 31, 2019 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Public Works Department is requesting that the Board adopt the attached Resolution, which accepts the improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the recordation of the Notice of Completion begins the 30 day period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, as it will extend the period during which stop notices can be submitted and will delay release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT:

County Counsel

Auditor's Office

FINANCING:

The costs for construction will be paid through budget unit 034601: State Funded Road, object code 5743: Striping & Rumble Strip - HSIP. This project is 100 percent federally reimbursable through the Highway Safety Improvement Program (HSIP).

ATTACHMENTS:

- 1. South County Striping NOC Resolution
- 2. South County Striping NOC

APPROVALS:

Trevor Taylor Created/Initiated - 11/8/2019

Darcy Ellis Approved - 11/8/2019
Breanne Nelums Approved - 11/8/2019
Michael Errante Approved - 11/10/2019
Marshall Rudolph Approved - 11/12/2019
Trevor Taylor Approved - 12/5/2019
Amy Shepherd Approved - 12/5/2019
Michael Errante Final Approval - 12/5/2019

RESOLUTION #2019 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR THE SOUTH COUNTY STRIPING PROJECT

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the <u>South County Striping Project (HSIPL-5948(090))</u> has been completed by <u>Sterndahl Enterprises</u>, Inc., of <u>Sun Valley</u>, <u>CA</u> in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the <u>South</u> County Striping Project.

<u> </u>			
Passed, approved and adopted this	day of	, 2019 by the following vote:	
AYES: NOES: ABSENT: ABSTAIN:			
	Chairperson, Boa	ard of Supervisors	
ATTEST:			
Clint Quilter, Clerk of the Board			
byAssistant Clerk of the Board			

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: **Inyo County Public Works Department**

P. O. Drawer Q Independence, CA 93515

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

Dated:

NOTICE IS HEREBY GIVEN THAT:
1. A work of improvement known as the <u>South County Striping Project</u> on the property hereinafter described was completed on <u>October 31, 2019</u> and was accepted by the Inyo County Board of Supervisors on
2. The property on which the <u>South County Striping Project</u> has been completed is located on Trona Wildrose Road, Panamint Valley Road, Old Spanish Trail Highway, and State Line Road in the County of Inyo, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the <u>four roads involved in the project work</u> .
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to the Resolution adopted
5. The name of the original contractor that completed the <u>South County Striping Project</u> pursuant to contract with the owner is <u>Sterndahl Enterprises</u> , <u>Inc.</u> , <u>of Sun Valley</u> , <u>CA</u> .
Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.
COUNTY OF INYO

VERIFICATION

STATE OF CALIFORNIA)	
COUNTY OF INYO) SS.	
Inyo, a political subdivision of the State executed the foregoing NOTICE OF CO which entity is the owner of the aforesat that I am authorized by the public entity am authorized to and hereby make this whave read said NOTICE and know the control of the State executed the subdivision of the State executed the foregoing NOTICE of CO which entity is the owner of the aforesation.	I am the Director of Public Works for the County of of California, the public entity on behalf of which I DMPLETION for the South County Striping Project, and interest or estate in the property therein described; to execute this NOTICE on the entity's behalf; that I verification on behalf of the public entity; and that I ontents thereof. I declare under penalty of perjury under the NOTICE and the information set forth therein are
Dated:	Michael Errante, Director of Public Works





Water Department DEPARTMENTAL -

MEETING: December 10, 2019

FROM: Water Department

SUBJECT: Direction for County's OVGA Representatives

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for December 12, 2019 in Bishop, CA.

SUMMARY/JUSTIFICATION:

At the December 12, 2019 OVGA meeting, the Board will hear an update from the GSP consultant on the status of GSP components and a schedule for Board topics over the next several months. The consultant will also summarize the path and milestones in the stakeholder engagement process. These items are a continuation of the discussion of decision points for the Board that are necessary to prepare the GSP.

The Board will consider a draft mission statement for the OVGA. Staff were directed at the November 14 meeting to present a draft mission statement to the Board in December. The Board will also consider a letter of gratitude for Dave Grah and Jason Canger for their service to the OVGA. Both were involved with the formation of the OVGA, but David is retiring, and Jason represents the Tri Valley Groundwater Management District, which we were informed now has a potential conflict of interest with the OVGA, so Stacey Simon is taking his as staff support from Mono County.

The OVGA Board may consider requests from Members to terminate their participation in the OVGA Joint Powers Agreement and cancel their respective funding agreement. It is unknown if the basin designation will be finalized before the December meeting or if the basin status will be changed from Medium priority. OVGA staff are proceeding on the assumption the DWR final report will be available; however, the uncertainty prevents including a final OVGA meeting agenda at the time this Agenda Request was prepared. The draft agenda may be revised to remove this agenda item if the DWR report is not final, if the basin remains medium priority, or if no requests from Members have been received.

OVGA staff will also provide reports on activities at Owens Lake Groundwater Working Group and at the Indian Wells Valley Groundwater Authority.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Tri-Valley GWMD, Indian Creek-Westridge CSD, Wheeler Crest CSD, Eastern Sierra CSD, Big Pine CSD, Sierra Highlands CSD.

FINANCING:

N/A

ATTACHMENTS:

Dec 12 OVGA Agenda DRAFT

APPROVALS:

Laura Piper Created/Initiated - 11/22/2019

Darcy Ellis Approved - 11/26/2019
Laura Piper Approved - 11/27/2019
Amy Shepherd Approved - 11/27/2019
Marshall Rudolph Approved - 11/27/2019
Aaron Steinwand Final Approval - 11/27/2019

Owens Valley Groundwater Authority

Bishop City Council Chambers 301 West Line St. Bishop, Ca December 12, 2019 2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

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.)

- 1. Pledge of allegiance.
- 2. Public comment.
- 3. Introductions.
- 4. Approval of minutes from the November 14, 2019 OVGA Board meeting.
- 5. Board Member Reports.
- 6. OVGA staff reports
 - a. Financial Report.
 - b. Report on Indian Wells Valley Groundwater Authority activities.
- 7. Consideration of letter to Dave Grah and Jason Canger recognizing their service to the OVGA
- 8. Termination of Members & Funding Agreements.
 - a. Consideration of requests from Members to terminate OVGA membership.
 - b. Consideration of requests from Members requesting membership termination to cancel their respective funding agreements with the OVGA.
 - c. Set future GSPDB Funding Meeting (Article IV 1.1), if needed.
- 9. Update from Daniel B. Stephens and Associates on the Groundwater Sustainability Plan status and schedule for future Board topics.
- 10. Update on the Stakeholder Engagement Plan from Daniel B. Stephens and the Consensus and Collaboration Program.
- 11. Review of draft Mission Statement for the OVGA
- 12. Discussion regarding future agenda items.
- 13. Set next meeting.
- 14. Adjourn.



County of Inyo



Planning Department DEPARTMENTAL - ACTION REQUIRED

FROM:			

RECOMMENDED ACTION:

SUBJECT:

MEETING: December 10, 2019

Request Board appoint two Supervisors as Tribal Consultation Committee members, on the each of the recognized Tribes in the County, for appointments beginning January 1, 2020 and ending December 31, 2020.

SUMMARY/JUSTIFICATION:

In accordance with the County's Tribal Consultation Policy(1) every year the Board of Supervisors will appoint two Supervisors to serve on each Tribal Consultation Committee, staff is recommending your Board select two members for each of the five Tribes located in Inyo County.

On October 11, 2016 the Board adopted the County's Tribal Consultation Policy. This Policy establishes a consistent, efficient, and culturally suitable protocol for how the County conducts Tribal/County intergovernmental consultation under existing State and local laws and it applies to all County/Tribal consultations

Pursuant to the Policy, each year, your Board is to designate two of its members to serve as Consultation Committee representatives assigned to consult with an individual Tribe. Under the Policy, the County's stated preference is that each consulting Tribe also appoints at least two members of its Tribal Counsel to serve as its Consultation Committee representatives; however, the Policy also recognizes that each tribe may designate other Consultation Committee representatives.

Currently, the County's consultation committee assignments are:

- Bishop Paiute Tribe Supervisors Totheroh and Pucci
- Big Pine Paiute Tribe of the Owens Valley Supervisors Tillemans and Totheroh
- Fort Independence Indian Community of Paiutes Supervisors Tillemans and Kingsley
- Lone Pine Paiute-Shoshone Tribe Supervisors Kingsley and Tillemans
- Timbisha Shoshone Tribe Supervisors Kingsley and Griffiths.

The Board may decide to leave the assignments as they are for 2020 or consider changes.

⁽¹⁾ http://www.inyoplanning.org/projects/Tribal%20Consultation/Documents/TribalConsultationPolicy.pdf

Agenda Request Page 2

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- 1. Do NOT provide consultation committee assignments for 2020. This is not recommended as it is contrary to the County's Tribal Consultation Policy.
- 2. Leave the consultation committee assignment as they are for 2020.
- 3. Assign different Supervisors to each committee.

OTHER AGENCY INVOLVEMENT:

Tribal governments, Native American Heritage Commission and other agencies working with the County and local Tribes.

FINANCING:

ATTACHMENTS:

APPROVALS:

Cathreen Richards Created/Initiated - 11/25/2019
Darcy Ellis Approved - 11/26/2019
Cathreen Richards Final Approval - 11/26/2019



County of Inyo



Health & Human Services - ESAAA DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT: Authorize Health and Human Services to waive deposit fees for use of county facilities for specified organizations.

RECOMMENDED ACTION:

Request Board authorize Health and Human Services (HHS) to waive required deposits associated with facility use rental policies for facilities managed by HHS for specified entities, including fire departments in each community and civic organizations associated with respective townships housing a rental facility.

SUMMARY/JUSTIFICATION:

The County of Inyo's Fees, Rules and Regulations for the Use of Group Picnic Areas and Community Buildings (herein referred to as 'Rules') outlines the rules associated with fees and deposits required for community use of county-run facilities. The rules allow for certain identified groups such as the Board of Supervisors, public agencies, schools, school organizations, and similar nonprofit groups and organizations to have the rental fees waived for a planned event. However, group waivers do not apply to deposits or any insurance requirements that may be required.

HHS manages community buildings in Tecopa, Lone Pine, and Big Pine and routinely rents facilities to community members. There are some identified community-based organizations that routinely require the use of the facilities for purposes such as meetings and trainings. These agencies are critical to each community and have a history of facility use that is responsible and consistent with County requirements. The department is requesting the Board's authorization HHS to waive the deposit fee for these established entities, specifically Volunteer Fire Departments and Civic Clubs, for non-alcohol events such as meetings, community information meetings, and trainings, as long as the entities continue to use the facilities in a responsible manner.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

NA

Agenda Request Page 2

FINANCING:

No fiscal impact as deposits are refundable when facilities are used consistent with County policy.

ATTACHMENTS:

1. County Facilities Rules and Regulations

APPROVALS:

Marilyn Mann Created/Initiated - 11/21/2019

Darcy Ellis Approved - 11/26/2019
Marilyn Mann Approved - 11/26/2019
Sue Dishion Approved - 11/26/2019
Amy Shepherd Approved - 11/26/2019
Marshall Rudolph Final Approval - 11/27/2019

COUNTY OF INYO FEES, RULES AND REGULATIONS FOR THE USE OF GROUP PICNIC AREAS AND COMMUNITY BUILDINGS



USE PRIORITIES:

All community buildings under jurisdiction of the County are held in trust for the use and enjoyment of the public. The primary use of buildings and park facilities are for activities of a recreational or community-service nature. County parks and building facilities may be made available for the exclusive use of persons or groups, for a limited period, upon issuance of a use permit and payment of designated fees, subject to rules and regulations contained herein and in park regulations. Such use of facilities shall be governed by the following order of priority:

- A. Parks and Recreation Activities. Programs and activities sponsored or cosponsored by Parks and Recreation or the County shall have priority. Requests for facility use for non-County activities shall be subject to the facility use fees, except for training or educational purposes. A completed County "Facility Use Agreement" form shall be submitted. Forms are available from the office of Parks and Recreation. Since the Independence Legion Hall was constructed for use by veteran's organizations, they will have priority over all groups.
- B. Public Community Activities. Included in this category are activities that are open to the public and are sponsored by non-profit organizations or public agencies other than County government agencies
- C. Private Individual and Organization Activities. Included in this category are activities that are closed to the general public or are commercial or political in nature. These activities may be sponsored by individuals, private or public organizations, or public agencies.
- D. Special Event. Included in this category are activities with minimum attendance of 250 or more and are open to the general public. Each separate recreation area is limited to no more than four (4) closures per year. Event organizer/promoter must coordinate camping reservations with the concessionaire of the campground and give notification to the office of Parks and Recreation. If there is no concessionaire, coordination must be made with the Parks and Recreation Director.

TIME OF USE AND LIMITATIONS

Entrance to the reserved facility shall be allowed at the time specified in the approved permit, and users shall leave at the time specified.

Indoor facilities may be reserved between the hours of 8:00 a.m. and midnight. At the discretion of the Director of Parks and Recreation, or their designee, event hours may be extended during approved special events.

Outdoor facilities may be reserved between the hours of 8:00 a.m. and 10:00 p.m. During approved special events, hours may be extended at the discretion of the Director of Parks and Recreation.

Any group wishing to reserve facilities beyond these time limits must submit a request, in writing, with the reservation, to the Director of Parks and Recreation or the organization authorized by the Board of Supervisors to handle reservations stating the purpose for the time extension. When such requests are honored, an additional fee may be assessed in accordance with the adopted fee schedule.

Campground facilities shall not be closed to the general public.

At the discretion of the Director of Parks and Recreation, overnight camping within a park may be allowed during special events.

GENERAL TERMS AND CONDITIONS GOVERNING RESERVED USE OF FACILITIES.

Additional Conditions. Parks and Recreation may specify additional conditions to be met for application approval and/or may place additional conditions on the activity to be held. Such conditions must be reasonable and for the protection of County interest.

Advertising, Solicitation and Sales. Groups and/or individuals shall not:

- A. Distribute any handbills or circulars, post, place or erect bills, notice, paper or advertising device or matter of any kind, without prior approval from the Director of Parks and Recreation. No placement of any of the above will be permitted on trees. Prior publication of events shall not take place until necessary permits, insurance review and fees are paid.
- B. Sell or offer for sale any merchandise, articles, or things whatsoever, or practice, carry on, conduct or solicit for any trade, occupation, business or profession, without prior approval from the Director of Parks and Recreation

Concessionaire. Concessionaire may be allowed to remain open during special events.

<u>Special Event Plan</u>. Event promoter will be required to provide an event work plan to the Director of Parks and Recreation three (3) months in advance of the proposed special event.

Alcohol Regulations.

- A. Alcohol Beverages Permitted. The use of alcohol will be covered by insurance as detailed in Ordinance 1024, Section 12.18.100.
- B. Use of Alcoholic Beverages Must be Approved. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made.

The Director of Parks and Recreation reserves the right to place restrictions on the use of alcoholic beverages in accordance with State law, County policy and concessionaire agreement.

- C. Possession of Alcohol. No one shall be admitted to indoor recreational facilities who is under the influence of alcohol or who has alcoholic beverages in his possession not authorized by written permit.
- D. Time Limits for Use of Alcoholic Beverages. The use or provision of alcoholic beverages in indoor facilities will not exceed four hours for any one event and in no instance extend beyond legal hours established in the State Business and Professions Code.
- E. Removal of Alcoholic Beverages. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved use.
- F. Alcoholic Beverages Only Allowed in Designated Areas. Alcoholic beverages will only be permitted in certain designated areas as determined by the Director of Parks and Recreation.
- G. Alcoholic Beverage License. Certain alcoholic beverage uses may require the permittee to obtain a use license from the Department of Alcoholic Beverage Control (Department of Alcoholic Control, 4800 Stockdale Hwy., Suite 213, Bakersfield, California 93309). The issuance of a health permit is required from the Inyo County Department of Environmental Health Services. A copy of the license must be submitted to the Director of Parks and Recreation five (5) working days before the use in which alcoholic beverages are to be sold.

Food Regulations.

- A. Food and Refreshments Designated Areas. Food and refreshments will only be permitted in certain designated areas as determined by the Director of Parks and Recreation.
- B. Cleanup and Damage Deposit. A refundable cleanup and damage deposit shall be required of groups serving food and refreshments, including alcoholic beverages.
- C. Health Department Regulations. It is the permittee's responsibility to meet health department standards.

Adult Supervision.

Youth groups must have adequate adult supervision as determined by the Director of Parks and Recreation.

Conduct of Persons.

Permittee shall be responsible for the orderly conduct of all persons using the premises by its invitation, whether expressed or implied, during all times covered by the facility use agreement issued by the Director of Parks and Recreation.

At the discretion of the Director of Parks and Recreation, permittee may be requested to provide security personnel for the special event.

Damage to Facility or Equipment.

The permittee shall be responsible for any damage or loss to equipment or property. Any person, group, or permittee causing damage loss or extensive cleanup shall forfeit deposit and be required to pay any additional costs. The premises and facilities used must be restored to the condition in which found within the time specified in the permit. The permittee shall take care to see that no damage is done to the furniture or fixtures.

Decorating.

Any decorating, covering or changes to the facility must be requested in the application and must be approved.

- A. Adhesives, nails, etc: The use of cellophane adhesive tape, nails, staples, screws, etc., in walls, woodwork, on windows, tables or other equipment/facilities is prohibited. Masking tape, if used, must be removed following the event.
- B. All decoration must be fireproof or of fire-retardant materials.
- C. Light fixtures: nothing shall be attached to light fixtures.
- D. Open flame devices: Candles or other open flame devices will not be permitted.

INSURANCE REQUIREMENTS.

If, in the judgment of the Risk Manager, or designee, the risk of the event warrants such, permittee shall be required to procure and maintain, for the time period of at least one day prior to the event and ending no less than one day after the event, a policy of broad form comprehensive general liability insurance with minimum coverage levels as determined by the Risk Manager or designee. Said level of insurance shall be per occurrence combined single limit for bodily injury liability and property liability, including premises and operation. If alcoholic beverages will be served or sold, said policy shall specifically include liquor liability coverage.

Insurance is to be placed with insurers with a Best's rating of no less than B++. The County shall be named as additional insured. Permittee shall furnish the County with a certificate of

insurance evidencing the coverage required by this clause. The certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate is to be received and approved by the County at least five days prior to the event for which the permit is issued by mailing or delivering the same to the County of Inyo, Attention: Risk Manager, 163 May Street, Bishop, CA 93514. The County reserves the right to require a complete, certified copy of any required insurance policy at any time.

Organization or events sponsored by the County shall be exempt from the insurance requirements.

DEFENSE AND INDEMNIFICATION.

Permittee, its officers, employees and members shall defend, indemnify and hold harmless the County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the event for which this permit is issued. Permittee's obligation to defend, indemnify and hold the County, its agents, officers and employees harmless applies to any actual or alleged personal injury, death or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this section extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of the permittee, its officers, employees, members, representatives, invitees or any member of the public attending the event for which this permit is issued.

DENIAL OF PERMIT.

The Director of Parks and Recreation, or the organization authorized by the Board of Supervisors to handle reservations, reserves the right to deny issuance of a facility use agreement for previous violations of these rules or other actions as may be deemed detrimental to the operation of park facilities or public safety.

If the Director or organization denies the facility use agreement, the applicant shall have the right to submit the agreement to the County Administrator for review and approval. If the County Administrator denies the permit, the applicant shall have the right to appeal to the Board of Supervisors whose decision shall be final.

DAMAGE AND CLEANING DEPOSITS.

Applicant accepts full responsibility for lost or stolen items, breakage, or damage to property or structures and for the deportment and conduct of those attending the function for which the facility is requested. Applicant assumes all risks incident to or connected with its operation under such facility use agreement, and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity.

In the event the Director of Parks and Recreation or organizations authorized by the Board of Supervisors to handle reservations feels the necessity for a cleanup and damage deposit in excess of those indicated in the fee schedule, then the facility use agreement and deposit requirements shall be submitted to the County administrator for approval with the right of applicant to appeal the County Administrator's decision to the Board of Supervisors.

Deposits are in part or totally refundable, depending on the results of a staff inspection of premises to determine County costs associated with permittee's use for cleanup or repairs. Actual labor costs for cleanup, replacement, or repair costs for equipment, furnishings or property shall be assessed against the deposit. If costs exceed the deposit, the Director of Parks and Recreation, or their designee, shall seek restitution from the permittee.

Some groups and organizations fall into categories where park and/or rental fees may be waived. These groups include the Board of Supervisors, public agencies, County-sponsored activities, schools, and school organizations, Little League, Civic Club, Boy Scouts, Girl Scouts, and similar non-profit groups and organizations and events sponsored by Parks and Recreation.

FEE WAIVER AND REDUCTIONS.

Group Waiver Policy:

Waivers of fees may be granted based on the following criteria:

- A. Groups, organizations and businesses must contribute money, materials, labor, development, recreational or social programs or other donations that benefit the Inyo County park system or buildings owned by the County.
- B. All contributions or projects must be completed prior to the event and equal to twice the value of the fees being waived. If a project cannot be completed prior to the event, the Parks and Recreation Director may grant an extension; provided that the entire facility use fee has been received. The facility use fee will be refunded when the project is complete. Partially completed projects do not warrant a partial refund. Proof of these contributions is the responsibility of the group.
- C. Group waivers do not apply to participant fees or deposits.
- D. Liability insurance provisions shall apply to groups charging admission or selling alcoholic beverages.
- E. No waiver of damage and cleaning deposits or insurance requirements.

Department Activities.

Any public function or activity sponsored by Parks and Recreation shall be exempt from all fees, insurance and deposits. Such sponsorship shall be approved by the Director. Groups fitting this categorical waiver include, but are not limited to advisory councils, various recreational classes or programs in arts and crafts, music, dance and sport.

Sponsorship shall be limited to those groups or organizations that contribute a continuing and direct benefit to the delivery of programs and services to the park system.

Procedure. The procedure for securing a group waiver of fees shall be as follows:

- A. The requesting group, organization or business shall indicate on letterhead the request for a waiver. The letter should contain information that verifies qualification in meeting the criteria for waiver approvals. The letter will be addressed to the Director of Parks and Recreation for review.
- B. Upon review of a request, the Director shall have the authority to grant the waiver.
- C. If the group does not meet the requirements for a waiver, the Director of Parks and Recreation will deny the request and inform the group, organization or business.
- D. Any denial by the Director of Parks and Recreation may be appealed to the County Administrator; if denied, the group may appeal to the Board of Supervisors whose decision will be final.
- E. Waiver processing will generally require about three weeks from the date of the request.
- F. County agencies and/or departments shall indicate on department letterhead a request for waiver. The letter should contain information such as proposed usage, who will attend, time, date and facility requested. The letter will be addressed to the Director of Parks and Recreation for processing.

FEES AND DEPOSIT REQUIREMENTS

The fees and deposits for facility use are set out as follows:

Picnic Shelters	<u>Fee</u>	Deposit
Lone Pine Community Park	\$50.00	\$150.00
Dehy Park	\$50.00	\$150.00
Eastern California Museum	\$50.00	\$150.00
Mendenhall Park	\$50.00	\$150.00
Millpond Park	\$50.00	\$150.00
Izaak Walton Park	\$50.00	\$150.00

Community Buildings Big Pine Community Building	<u>Fee</u>	Deposit
0-100	\$65.00	\$100.00
101-200	\$100.00	\$125.00
201-300	\$130.00	\$175.00
301-400	\$165.00	\$200.00
Independence Legion Hall	<u>Fee</u>	Deposit
0-100	\$65.00	\$100.00
101-200	\$100.00	\$125.00
201-300	\$130.00	\$175.00
301-400	\$165.00	\$200.00
Statham Hall	Fee	Deposit
0-100	\$65.00	\$100.00
101-200	\$100.00	\$125.00
201-300	\$130.00	\$175.00
301-400	\$165.00	\$200.00
Kitchen (per hour)	\$30.00	\$150.00
Conference Room	\$30.00	\$50.00

There are organizations that use these facilities on a continuous basis throughout the year. Organizations that fit into this category will pay a fee of twelve dollars (\$12.00) per hour, which generally covers utilities and maintenance.

Required Deposits. A security/cleaning deposit, paid in advance, for each facility (reserved on first-come, first-served basis) shall be required to guarantee: (1) proper cleanup after use; (2) reimbursement for minor damages to park or building property; and (3) to apply toward fees due the County. If alcohol is served, the deposit will be two hundred fifty dollars (\$250). Persons causing more extensive damage will be held liable. This deposit is required for all group barbeque areas, buildings.



County of Inyo



Health & Human Services - Health/Prevention DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Rhiannon Baker

SUBJECT: Ratify the MOU for the Medication Assisted Treatment in County Jail Learning Collaborative

RECOMMENDED ACTION:

Request Board ratify and approve the Memorandum of Understanding between Health Management Associates and the Inyo County Department of Health and Human Services (HHS) for the period of April 1, 2019 through September 30, 2020, and authorize the Director of HHS to sign.

SUMMARY/JUSTIFICATION:

This MOU serves as an agreement between Inyo County HHS and HMA for Inyo County's participation in the MAT in County Criminal Justice Systems Learning Collaborative. Inyo County began working with the collaborative in April, 2019, and has attended two workshops along with representatives from the county jail, probation, and District Attorney's office. During this period we have worked cross-departmentally to develop protocols for MAT in the county jail for inmates who have an opioid or alcohol use disorder and request MAT services. We have also begun working closely with community-based MAT providers to ensure a seamless transition from jail into community. This MOU comes to you late due to a miscommunication with HMA. The late ratification will not impact HHS' ability to participate in the cohort.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could elect not to approve the MOU, and Inyo County would not receive reimbursement for the costs incurred in attending the first two workshops.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

MOU provides financing up to \$25,000. These funds and expenses have been recognized in the Health budget (045100).

ATTACHMENTS:

1. Exhibit A Cohort 2 Jail MAT Learning Collab-Program Description

Agenda Request Page 2

2. Inyo Co MAT Expansion Grant MOU \$25,000

APPROVALS:

Rhiannon Baker

Darcy Ellis

Rhiannon Baker

Approved - 11/26/2019

Rhiannon Baker

Approved - 12/2/2019

Melissa Best-Baker

Marilyn Mann

Approved - 12/2/2019

Marshall Rudolph

Amy Shepherd

Marilyn Mann

Created/Initiated - 11/22/2019

Approved - 12/2/2019

Approved - 12/2/2019

Approved - 12/2/2019

Approved - 12/3/2019

Marilyn Mann

Final Approval - 12/4/2019

COHORT TWO 2019

Exhibit A to Memorandum of Understanding for \$25,000 grant

Expanding MAT in County Criminal Justice Settings: A Learning Collaborative

A Joint Effort of the California Department of Health Care Services Medication Assisted
Treatment Expansion Project 2.0 and Health Management Associates





COHORT 2
January 2019

IMPORTANT DATES

Program Duration
18 months
April 2019 - September 2020

Informational Webinar (optional)

Wednesday February 6, 2019 10:00 a.m. PT

Application Deadline

Friday March 1, 2019, 5 pm PT

Awards Confirmed

Friday March 22, 2019

In-Person Learning
Collaborative #1
Tuesday April 23, 2019
Hyatt Sacramento

In-Person Learning
Collaboratives #2 – #4
Specific dates and locations
TBD

- September 2019
- February 2020
- June 2020

PARTICIPATION AT A GLANCE

Who is eligible to participate?

This technical assistance program is available to teams from all California counties interested in developing or expanding access to Medication Assisted Treatment (MAT) for opioid addiction in their jails and through their drug court systems (if applicable). Teams will begin at different points in access to MAT and need not end at the same point. However, teams must demonstrate interest in expanding access to at least two forms of MAT for opioid use disorder (naltrexone (Vivitrol), methadone, Vivitrol, buprenorphine) in order to be eligible. Up to 20 teams may be approved to participate in this project.

County Teams must commit to participating for the duration of this 18-month Learning Collaborative, April 2019 – September 2020. The Learning Collaborative includes four in-person training sessions, monthly coaching calls, webinars, podcasts, and more.

Each team must identify a lead entity and a "Champion" from that entity to serve as the point person throughout the project.

Funding to County Teams

Each County Team will receive up to \$25,000 to cover team travel expenses to the Learning Collaboratives, travel or participation in other MAT-related training, compensation for the person designated as the Team Champion, and other approved expenses. Options will be described at the first Learning Collaborative, and each team must submit a brief plan for use of the funds.

Pending federal approval, additional grants of \$100,000 - \$300,000 may be made available to participating counties to expedite implementation of SUD screening, assessment, treatment, and MAT while local sustainable funds are secured. A short application will be required.

How does a team apply to participate?

The application has two parts and is simple. **Download it here**. The application is submitted online and letters of support are submitted via email. Follow the instructions and refer to the guidance in this program summary. Submit completed application – both parts – by **5 pm PT on Friday, March 1, 2019.**

Where can I find more information?

Join us for an optional Informational webinar on Wednesday February 6, 10:00 – 11:00 a.m. to hear a detailed description of the program and ask questions. **Register here f**or the webinar.

Also, check the Frequently Asked Questions which will be regularly updated and posted **here**. Submit any other questions to MATinCountyCJ@healthmanagement.com

INVITATION TO PARTICIPATE

Expanding MAT in County Criminal Justice Systems: A joint effort of the California Department of Health Care Services (DHCS) and Health Management Associates (HMA).

PROGRAM BACKGROUND

The United States faces an epidemic of opioid addiction and overdose deaths. Drug overdose is now the leading cause of accidental death in America. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.8 million people in 2013 had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder (OUD) related to heroin use.

SAMHSA has awarded State Opioid Response to the Opioid Crisis (Opioid SOR) grants to DHCS. The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for OUD. California's Opioid SOR grant project is the California MAT Expansion Project 2.0.

MAT is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detox (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat SUD. MAT in correctional settings has been proven to lower mortality on release: the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of their MAT program (which offers all MAT options – buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates.

In addition, detainees receiving methadone continuation during incarceration are three times less likely to receive disciplinary tickets than those in forced methadone withdrawal and are also four times more likely to engage with community treatment after release.

According to SAMHSA, the ultimate goal of MAT is full recovery, including the ability to live a self-directed life. This treatment approach has been shown to:

- mprove patient survival
- Increase retention in treatment
- Decrease illicit opioid use and other criminal activity among people with substance use disorders
- Notice the second secon
- Improve birth outcomes among pregnant women with substance use disorders

Treating OUD in jails presents unique challenges, and practices in treating OUD vary widely across California's jails. As MAT treatment becomes more prevalent in community settings, more detainees are appearing at jails under treatment with methadone and buprenorphine. Many others are found to have an OUD while incarcerated and are willing to accept treatment. Decisions about maintaining methadone or suboxone treatment in jail and about initiating MAT treatment during incarceration must be carefully vetted. Assuring county priorities for OUD treatment and jail priorities for public safety and contraband are balanced is essential. Implementation policies must also be crafted to optimize treatment while safeguarding the medications from abuse. Also, treatment started in the jail setting must be accessible upon release, so treatment must be developed in concert with the community's outpatient drug treatment system.

Similarly, drug courts, probation, prosecutors, and defenders must understand where MAT fits within sentencing and release decisions in a county, if and how MAT is provided in the jails, and precisely how, when, and where detainees can access community MAT services upon release from jail or in lieu of jail.

In addition, the California Prison Health Care Receivership and California Department of Corrections and Rehabilitation recently committed to providing all FDA-approved forms of MAT to prison inmates with OUD, throughout incarceration. This means that jail detainees receiving MAT will continue treatment if transferred to CDCR. It also means that when CDCR sends inmates to county jails for "out to court" and other reasons, CDCR will expect jails to continue MAT for any inmate under treatment.

This MAT in County Criminal Justice Systems Learning Collaborative will prepare County Teams to improve and expand access to MAT throughout the state in local jails, drug courts, and/or criminal justice diversion programs. The project will broaden county knowledge and understanding of MAT and its place in the criminal justice system, increase the use of MAT using evidence-based and emerging promising practices, and promote a county culture that supports MAT in jails and drug courts. It will also build data systems that capture and quantify the use of MAT and its outcomes for justice-involved individuals. For the purposes of this Learning Collaborative, MAT includes:

- Methadone liquid or tablets
- Buprenorphine (Suboxone, Subutex, or other brands in oral, film, or injectable formulations)
- Naltrexone oral tablets (for Opioid Use Disorder and/or alcohol addiction)
- Long-term naltrexone injection (Vivitrol)

COHORT 1 EXPERIENCE

In June 2018, HMA and DHCS launched the first cohort of this Learning Collaborative. Teams from 23 Counties submitted applications and were approved. The original collaborative was funded for eight months. Based on the progress and enthusiasm of the teams and additional federal funding, the Learning Collaborative was expanded to 18 months and second cohort of up to 20 additional counties was approved. The following testimonials describe the experiences of several of the Cohort 1 counties. Alameda Contra Costa Imperial Kings Los Angeles Mendocino Mono Nevada Placer Plumas Riverside San Louis Obispo Santa Barbara Santa Clara Shasta

COHORT 1 COUNTIES

Siskivou Solano Stanislaus

Tehama Ventura

Kern

Marin

"Participating in the Collaborative did some great things for Ventura County. The Collaborative brought together a team of employees within the county that had pieces of the MAT puzzle, and gave us a framework for learning, discussions and innovation. We also appreciated the coaching sessions, which kept us accountable and on task.

In short, the MAT collaborative set the stage for our success." Rob Davidson, Commander, Ventura County Sheriff's Office and Team Champion

"What has been so valuable about the Learning Collaborative is how it has brought us together – some of us never having even met before – to develop jail-based substance use treatment services in Alameda County. In a relatively short amount of time, the Collaborative has influenced our department's thinking on forensic re-entry strategic planning, and is helping spur policy changes in the expansion of Medication Assisted Treatment within our largest jail. Working together we are making substantial progress to create in-custody SUD treatment services. The Collaborative has also linked us with other counties doing this work, so we don't have to re-invent the wheel on our own." --Nathan Hobbs, Interim Alameda County Drug & Alcohol Administrator

"Many of our team members have been working in parallel in **Marin County** without ever have met before this Learning Collaborative. Having the designated, carved-out time and support to bring us all into the same room together with a shared goal of learning more about addiction treatment modalities has been invaluable. Consequently, we've achieved a significant reduction in the historical silos that existed between county public and mental health services, custody and law enforcement, alcohol and drug treatment providers and our adult drug court." -- Dr. Jeffrey DeVido, Chief, Addiction Services, Marin County Dept. of Health and Human Services

"Plumas County's participation in the Learning Collaborative has been instrumental in allowing our small rural county the opportunity to discuss the distinct roles each agency plays in the lives of those who battle addiction to opiates and are justice involved as well as identify the gaps in service and create ways to address them. The District Attorney's office and staff have gained so much knowledge and insight to addiction and the treatment options available, it has created a new response to those defendants who are arrested for substance use crimes but who are actively engaged in MAT. As the lead agency for the Plumas County Project, the Alternative Sentencing Program is responsible for Naloxone distribution in the jail to all inmates upon release. As result, the office is recognized within the community as being harm reduction minded and this has created new opportunities for partnerships and programs that benefit our county in the best possible way." -- David Hollister, District Attorney, Plumas County and Stephanie Tanaka, Program Manager, Alternative Sentencing Program, Plumas County, and Team Champion

FUNDING TO COHORT 2 COUNTY TEAMS

Each County Team in Cohort 2 will receive up to \$25,000 to cover team travel expenses to the Learning Collaboratives, travel or participation in other MAT-related training, compensation for the person designated as the Team Champion, and other approved expenses. Options will be described at the first Learning Collaborative. Each team must submit a brief plan for use of the funds, and funds will be allocated in Q2 2019.

Pending federal approval, additional grants of \$100,000 - \$300,000 may be made available to participating counties to expedite implementation of jail-based SUD screening, assessment, treatment, and MAT while local sustainable funds are secured. A short application will be required, and grants will be allocated in Q3 2019.

PROGRAM STRUCTURE AND SUPPORT

Participation in the Expanding MAT in County Criminal Justice Systems Learning Collaborative will span April 2019 - September 2020. The project will provide detailed technical assistance to County Teams customized to their specific needs and objectives in developing or expanding MAT services in their counties. During the project period, participants have access to the following program benefits and activities:

Four In-Person Learning Collaboratives: Each will be a day-long session. Content will provide training from state and national experts on best practices in expanding MAT in jails and drug courts, peer presentations and discussions to learn from each other and sharing best practices, in-depth discussions on specific topics, and facilitation of discussions within each team. The sessions will also provide guidance on developing county-specific measures to track the outcomes of MAT expansion, including engagement in community treatment, recidivism, overdose deaths in the population receiving MAT through criminal justice settings, and more.

Monthly coaching calls: The HMA team will confer with each team every month to track progress and provide technical assistance, coaching, and facilitation as the teams develop and implement plans to expand MAT.

Topic-specific webinars and podcasts: These will be tailored to the needs identified throughout the project.

A project website that will include Resource Library and Group Mailing Lists/Discussion Groups: Participants will have unrestricted access to the project website that contains sample policies and procedures, MAT literature, MAT research, the hosted webinars and podcasts, and other information. County Team members will be able to communicate with one another to discuss the selection of Webinar, Podcast, and technical assistance and training topics and converse on topics of interest

Access to the Project Advisory Group: The project will engage an Advisory Group, who will participate in the Learning Collaboratives and be available through the project. Along with DHCS and CMA, additional members will be drawn from key state associations and other organizations involved in criminal justice and/or addressing the opioid epidemic, including but not limited to:

- **& California Board of State and Community Corrections**
- © California Consortium for Urban Indian Health
- & California Health Care Foundation
- **&** California Opioid Maintenance Providers
- & California Rural Indian Health Board
- © California State Association of Counties
- **©** California State Sheriffs' Association

Best practices in treating OUD in special populations within the criminal justice system: This will include youth, pregnant women, Native Americans, and those with co-occurring mental health disorders.

Technical assistance and training on developing and implementing data collection measures:

This will assist with capturing and reporting in-jail prevalence and treatment data related to addiction, recidivism, engagement in community treatment following release, and other data by county for persons with OUD and other addictions in jail or through drug courts. Counties will be expected to report data, which will be used in the aggregate to establish a baseline and demonstrate change over time.

PARTICIPATION REQUIREMENTS

Applicant counties are not required to operate drug courts. However, applicant counties that operate one or more drug courts must address MAT in jail and the drug court.

Each County Team must identify:

- ★ Lead Organization which will submit the application, accept and disburse the \$25,000 grant, and provide a single person as the Project Champion.
- A Project Champion from the Lead Agency who will serve as the primary contact for the project to other members of the Team, and for the Team to the Learning Collaborative. The Champion will coordinate scheduling monthly Coaching Calls, keep project records, and encourage active engagement of the full Team in all project activities.

Each County Team must consist of no fewer than five and no more than eight members. This includes:

Mandatory Members (any of which may serve as Project Champion)

- 1. A person from the county jail(s) responsible for health services. May be a health services administrator, nurse leader, or physician leader. Person must have deep knowledge of and, preferably, responsibility for, substance use disorders, medical, nursing, and/or mental health operations inside the jail.
- 2. A person from the jail custody system, preferably an administrative-level person with decision-making authority over custody operations.
- 3. A person from the county administrator's office, preferably an administrative-level person with knowledge of criminal justice programs.
- 4. If the County operates one or more drug courts, a person representing drug court, preferably an administrative-level person.

Optional Members Representing

- Note: The County drug treatment program/agency. This position is not mandatory but is encouraged. It is a County program employee, not a treatment provider.
- **Probation Department**
- District Attorney
- Public Defender
- Representative of the Local Opioid Coalition, if there is one

Letters of Support

Application must also include the following letters of support, which are to be submitted via email to MATinCountyCJ@healthmanagement.com

- 1. County Manager letter from office of county manager indicating support of the county organizations participating in the project and support of the project goals
- 2. Sheriff letter from the Sheriff's office indicating support of the project and its goals
- 3. Lead Agency letter from the director of the Lead Agency indicating support for the project, its goals, and the role of the Team Champion. Note: if the Lead Agency is the Office of the County Manager or the Sheriff's Department, this content can be addressed in the letter required of that agency and a third letter is not required.

PROJECT STAFF

Health Management Associates will provide five coaches. Three noted below have been involved in Cohort 1, and two additional coaches with expertise in MAT and criminal justice will be recruited for Cohort 2.

DONNA STRUGAR-FRITSCH, BSN, MPA, CCHP is the Project Director. As a Principal at HMA, she has consulted for 16 years with prisons, jails, juvenile facilities, policy makers and correctional health vendors in correctional health care operations, best practices, and emerging trends. She has worked extensively with nursing, providers, and pharmacists on all aspects of medication practices in prisons and jails

Donna is a nationally known expert in corrections and MAT. She led technical assistance efforts with the LA county jail system and took a delegation on site visits to Rikers Island and the Rhode Island Department of Corrections to view their exemplary SUD/MAT treatment programs. She has also advised non-profit SUD providers and in transitioning from abstinence-only models of care to including MAT in treatment.

CAROL CLANCY, PSYD, MSW is a Principal at HMA and brings over 20 years of leadership experience in correctional mental health, recovery services, and in other public and nonprofit mental health settings. Carol's experience includes program design, development, implementation and oversight of service systems, budgets and policies. She has worked across and between service teams to develop and implement behavioral health and substance use disorder programs, from in-custody through re-entry, to assure a seamless continuum of care for mentally ill, justice-involved individuals and other vulnerable and at-risk populations.

Carol is currently working with several non-profit SUD treatment providers to manage the transition from abstinence-only treatment models to incorporating MAT and to comply with Drug Medi-Cal requirements. She came to HMA from San Mateo County, where she oversaw all mental health and recovery programs in the county's two jails, including a residential SUD treatment program. She is also a surveyor with the Institute of Medical Quality, which is an accreditation body for health services in jails throughout California.

ANGEL ARELLANO, LMFT is a subcontractor to HMA. She served five years in San Mateo County as a consultant on clinical cases for San Mateo County Sheriff's Office, Probation Department, and Parole Department, in which she determined level of care needs for those with mental health and substance use disorders, recommended behavioral interventions to manage crises and to assist with those who had decompensated in the community and in the County jails, and made recommendations on linkages to services. She developed and managed the Correctional Health Services Re-Entry Services program and was the liaison for the Sheriff's Office Correctional staff, Adult Probation Department, Parole Department, the County Manager's Office, and Behavioral Health and Recovery Services.





California Department of Health Care Services Medication Assisted Treatment Expansion 2.0 Project

DHCS has received over \$140 million under the federal 21st Century Cures Act to address the opioid crisis in California through the Medication Assisted Treatment Expansion Project 2.0.

The MAT Expansion Project aims to serve individuals with Opioid Use Disorders (OUD), prevent drug overdoses, and treat OUD as a chronic disease. The project focuses on populations with limited MAT access, including rural areas, American Indian and Alaskan Native tribal communities, and statewide access to buprenorphine.

Over 270,000 individuals will be impacted by the grant through efforts to prevent opioid misuse and overdose (OD) deaths; with a focus on regions with the highest OD rates. Project activities will concentrate in areas where individuals with an OUD may encounter services including primary care, hospitals, substance use disorder providers, county touch points and criminal justice settings.

This Learning Collaborative, Expanding MAT in County Criminal Justice Systems, is funded under the MAT Expansion Project. For more information, go to http://www.dhcs.ca.gov/individuals/Pages/State-Targeted-Response-to-Opioid-Crisis-Grant.aspx

Health Management Associates (HMA) is a leading independent national research and consulting firm in the healthcare industry. Founded in 1985, today we are nearly 300 consultants strong and still growing. We help clients stay ahead of the curve in publicly funded healthcare by providing technical assistance, resources, decision support and expertise.

HMA operates offices in Sacramento, Los Angeles, the Bay Area, and across the country. www.healthmanagement.com

California Medication Assisted Treatment Expansion Project Memorandum of Understanding

MOU Number: 2019-105

Contract Title: MAT in County Criminal Justice Systems

THIS AGREEMENT (the "Agreement"), shall be effective this April 1, 2019 through September 30, 2020 ("Term").

BY AND BETWEEN Inyo County Health and Human Services

(the "Lead Agency") and Health Management Associates, Inc. (the "Sub-Recipient" and, together with Lead Agency, the "Parties" and each a "Party"), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") and the State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the "STR Opioid Grant") pursuant to the [18-95362 "MAT in County Criminal Justice between DHCS and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute up to \$25,000 from the STR Opioid Grant to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "Distribution Purpose"); and

WHEREAS, the Lead Agency is contracting with the Sub-Recipient on behalf of the county's County Team (as defined in the DHCS Agreement), which will collectively spend the distribution from the Sub-Recipient in compliance with the Distribution Purpose.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. <u>LEAD AGENCY OBLIGATIONS</u>: To be eligible to receive funds from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement, the Lead Agency must comply with the requirements of this Agreement (including any participation requirements contained in *Exhibit A*, which are provided in a separate document and incorporated as part of this Agreement), the STR Opioid Grant, the Sub-Recipient Agreement, and any applicable federal, state, and local laws.
- 2. <u>DISTRIBUTION OF FUNDS</u>; REPAYMENT OF FUNDS: \$25,000 will be distributed to the Lead Agency upon execution of this Agreement. Throughout the term of this agreement, the Lead Agency must demonstrate to the Sub-Recipient's satisfaction that the County Team has complied with the following requirements (as detailed in Exhibit A): (a) participation in four in-person Learning Collaborative sessions); (b) participation in monthly coaching calls. Funds must also be used for the purposes expressed in the plan provided by the Lead Agency and approved by the Sub-Recipient. If Sub-Recipient reasonably determines that the Lead Agency and/or County Team has not fulfilled the requirements of this Agreement or that the Lead Agency and/or County Team spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, then Sub-Recipient shall notify the Department of Health Care Services, which may, in its sole discretion, require that all or part of the funds be repaid by the Lead Agency to the Sub-Recipient.

- 3. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF LEAD AGENCY RECORDS: The Lead Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Lead Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Lead Agency will complete such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Lead Agency, on behalf of the County Team, agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Lead Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
- 4. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Lead Agency at 163 May Street Bishop CA 93514.. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
- 5. <u>LIABILITY</u>. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Lead Agency shall promptly notify the Sub-Recipient of any claim against the Lead Agency or County Team that relates to the Lead Agency or County Team's performance under this Agreement.
- 6. <u>DEBARMENT AND SUSPENSION</u>. On behalf of the County Team, the Lead Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that the County Team and its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.

- 7. <u>ENTIRE AGREEMENT</u>: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 8. <u>AMENDMENT:</u> This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
- 9. <u>GOVERNING LAW:</u> This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- 10. <u>SEVERABILITY:</u> If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 11. <u>EXECUTION IN COUNTERPART</u>: This Agreement may be executed in multiple counterparts and by email or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

LEAD AGENCY:
Inyo County Health and Human Services
By:(SIGNATURE)
Name:
Title:
Date:
SUB-RECIPIENT:
HEALTH MANAGEMENT ASSOCIATES, INC.
By: Kelly Johnson (SIGNATURE)
Name: Kelly Johnson
Title: Vice President
Date: 8/9/2019



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Office of the Sheriff

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

RECOMMENDED ACTION:

Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of annual support services; and B) ratify and approve payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$23,606 for annual support services.

SUMMARY/JUSTIFICATION:

The RIMS system is used daily by nearly every member of the Sheriff's office in the performance of their duties and allows us to collaborate with other RIMS agencies and county departments who access our records. The RIMS system modules we use for daily operations include the CAD/RMS, E911, mugshot and digital imaging, InCustody, mapping, property room, Identix, Collaborate, CLETS, TIMS, Citizens RIMS and KARPAL interface. From statistical reports to emergency 911 communications, RIMS has been a vital tool for the Sheriff's office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended; Sun Ridge is an exclusive maintenance and warranty provider for our existing RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

Auditor's office Purchasing office County Counsel

FINANCING:

Funding is included in the FY 2019-2020 CAD RIMS budget 022950, Object Code 5265 Professional Services.

ATTACHMENTS:

19-20 RIMS SUPPORT INV_001

Agenda Request Page 2

APPROVALS:

Riannah Reade Created/Initiated - 11/15/2019
Darcy Ellis Approved - 11/18/2019
Riannah Reade Approved - 11/18/2019
Amy Shepherd Approved - 11/18/2019
Marshall Rudolph Approved - 11/18/2019
Jeffrey Hollowell Final Approval - 11/18/2019



PO Box 5071 El Dorado Hills, CA 95762 530-676-7128

Invoice

Date	Invoice #		
11/13/2019	5802		

Bill To Inyo County Sherifi Attn: Lauri Harner PO Drawer S Independence, CA 9		t		Ship To			
	Warranty and Sup	RIMS AI RIMS AI RIMS AI RIMS AI RIMS AI RIMS AI RIMS AI RIMS AI RIMS AI	annual Support Servannual Suppor	rices - RMS rices - E911 rices - Mugshot/Digital Imagi rices - InCustody vices - Mapping rices - Prop Room rices - Identix rices - Collaborate rices - CLETS rices - TIMS rices - Citizen RIMS rices - KARPAL Interface	ing	4,878.00 4,878.00 976.00 976.00 4,878.00 2,129.00 621.00 886.00 1,419.00 497.00 780.00 156.00	Amount 4,878.00 4,878.00 976.00 976.00 4,878.00 2,129.00 621.00 532.00 886.00 1,419.00 497.00 780.00 156.00
Please remit to the all For Questions please	bove address e e-mail cubs@sunrida	gesystems	s.com			Total	\$23,606.00



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT: Budget amendment to the Bishop Air Rehab Runway 12-30 Budget #631100 and Amendment #2 to the contract with Wadell Engineering Corporation.

RECOMMENDED ACTION:

Request Board:

A) Amend the Fiscal Year 2019-2020 Bishop Air Rehab Runway Budget 12-30 (Budget 631100) as follows:

- 1. increase revenue in Federal Grants (Revenue Code 4555) by \$277,168:
- 2. increase appropriation in Professional Services (Object Code 5265) by \$267,168;
- 3. increase appropriation in External Charges (Object Code 5124) by \$10,000; and
- B) Approve Amendment No. 2 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA, to increase the contract to an amount not to exceed \$393,633.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

In October 2018 the County submitted several Supplemental Appropriation Project Requests to the Federal Aviation Administration (FAA) for for improvement projects at the Bishop Airport. In June 2018, the County was notified that a grant was awarded for the Runway 12-30 Rehabilitation Project, which was one of two projects selected for this funding source in California. The grant amount is \$7,800,000, and is 100% federally funded.

The County will not receive the executed grant until construction bids are opened in the spring of 2020, however the preliminary engineering is eligible for reimbursement at that time.

Amendment 2 to the contract with WEC will add the design for this project to the scope of work of the on-call contract, as shown in Attachment A-2: Scope of Work - Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation. Additionally, engineering time through Public Works is eligible for reimbursement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

April 16, 2019 - On-call contract awarded to WEC

Agenda Request Page 2

September 17, 2019 - Amendment 1 for construction administration services for the Lone Pine Runway Rehabilitation Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract. This is not recommended, as the preliminary engineering and design work must be completed in a timely manner in order to receive the grant during the 2020 federal fiscal year.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The Project, and this amendment, will be funded by the FAA's Supplemental Appropriations program. The reimbursable costs will be paid through budget unit 631100, Bishop Air Rehab Runway 12-30, object code 5265, Professional Services in the amount of \$267,168. Engineering time through Public Works will also be reimbursed through object code 5124, External Charges.

ATTACHMENTS:

- Wadell Engineering Corporation Contract Amendment 2
- 2. Wadell Engineering Contract

APPROVALS:

Ashley Helms Created/Initiated - 11/19/2019 Darcy Ellis Approved - 11/20/2019 Ashley Helms Approved - 12/2/2019 Approved - 12/3/2019 Breanne Nelums Michael Errante Approved - 12/3/2019 Approved - 12/4/2019 Marshall Rudolph Approved - 12/4/2019 Denelle Carrington Amy Shepherd Approved - 12/4/2019 Clint Quilter Approved - 12/4/2019 Michael Errante Final Approval - 12/4/2019

AMENDMENT NO. 2

To Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – RUNWAY REHABILITATION CONSTRUCTION ADMINISTRATION

WHEREAS, the County of Inyo (hereinafter referred to as "County") and <u>Wadell Engineering</u> <u>Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated <u>April 16, 2019</u>, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.</u>

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

- 1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
 - "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed three hundred ninety three thousand, six hundred and thirty three dollars and no cents (\$393,633.00) (hereinafter referred to as "Contract limit").
- 2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for the Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation, as described Attachment A-2 to the Contract.
- 3. Wadell Engineering Corporation's fee for the scope of work described in Attachment B-2 to the Contract shall be the lump-sum, fixed-price fee of \$267,168.00.

The effective date of this amendment to the Agreement is 10/10/2019.

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

AMENDMENT NO. 2

To Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

On-Call Airport Engineering and Planning Services

Bishop Airport: Design for Runway 12-30 Pavement Rehabilitation

IN WITNESS THEREOF, THE PARTIES HERE DAY OF, 201	ETO HAVE SET THEIR HANDS AND SEALS THIS 19.
COUNTY OF INYO	CONSULTANT
By:	Ву:
Dated:	Dated:
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	
APPROVED AS TO ACCOUNTING FORM:	
County Auditor	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
Director of Personnel Services	
APPROVED AS TO RISK ASSESSMENT:	

County Risk Manager

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

TERM:

FROM: <u>April 16, 2019</u> TO: <u>April 15, 2024</u>

SCOPE OF WORK:

The Scope of Work described in the original contract, dated April 16, 2019, is revised to include additional tasks required for the Bishop Airport – Design for Runway 12-30 Pavement Rehabilitation, detailed below:

SCOPE OF WORK

DESIGN FOR RUNWAY 12-30 PAVEMENT REHABILITATION

The project includes design for crack repair and pavement rehabilitation of 7,498' long runway 12-30 with 50' long runway exit conforms (125' from runway centerline), two crossing runway intersections, and paint marking.

The plans will be for rehabilitation of the runway 100 feet wide and full depth reclamation (FDR) of shoulders 25 feet wide each side including a 9' wide paved conform taper between the finish runway surface and 1' inboard of the existing edge lights. The design for the center 100' width will include (1) crack repair, (2) corrective milling up to 1", (3) leveling course where needed, (4) paving an approximately 4" thick top course of P-401 asphalt mix, and (5) paint markings. The plans include P-207 FDR processing of the existing raveling 25' wide shoulders on both side of the runway. The design will result in resurfacing that will allow for widening 25' on both sides in the future without milling out portion of the center 100' of new pavement.

Field investigations include review of site conditions within the runway environment, location and condition of lighting systems, measuring and categorizing crack widths to determine repair methods and quantities.

Topographic surveys include a 7,700' long limit of work, obtaining 9 point runway cross section elevation surveys every 50' linear feet along centerline, five point runway exit cross section elevation surveys every 50' linear feet along the exit centerline, and all runway edge and exit light fixture elevations. The runway will be stationed every 100 feet and temporary bench marks set approximately every 600 feet along the east side.

Geotechnical surveys include obtaining 11 ten foot deep borings and 11 pavement corings along runway 12-30. Soil sampling tests will be performed at regular intervals to evaluate the soil consistency and to determine the engineering properties of the subsoils. The soils will be examined visually and classified in accordance with the Unified Soil Classification System. Laboratory testing will include moisture and density testing, Atterburg Limits, gradation and hydrometer analysis of the subgrade from each boring. Modified proctor and organic content testing will be performed on 6 subgrade samples. Two CBR tests will be performed.

The topographic and geotechnical survey and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the center 100' wide paved runway and 25' shoulders on both sides. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking and raveling. Rehabilitation options include runway crack repair and milling to establish a suitable surface for P-401 runway overlay and Full Depth Reclamation (FDR) P-207 of the 25' wide paved shoulders with P-401 overlay to prevent raveling, FOD generation and conforms.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, on-site bid document review with County, prebid conference,

contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final work. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

TERM:

FROM: <u>April 16, 2019</u> TO: <u>April 15, 2024</u>

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of two hundred sixty seven thousand, one hundred and sixty eight dollars (\$267,168.00) for the Design Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the design phase.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a special meeting of the Board of Supervisors of the County of Inyo, State of California, held in the Hurlbut-Rook Community Center in Tecopa on the 16th day of April 2019 an order was duly made and entered as follows:

Public Works – Wadell Engineering Contract, Budget Amendment Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to:

- A) Amend the Fiscal Year 2018-2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459;
- B) Amend the Fiscal Year 2018-2019 Bishop Airport-Taxiway Rehabilitation Budget (Budget 630305) as follows (4/5th vote required): increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131; increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (Budget 150100); and increase appropriations in Professional Services (Object Code 5265) by \$14,590; and
- C) Approve Inyo County Standard Contract No. 161 between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period of April 16, 2019 through April 15, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 16^{th} Day of April, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

1 Day

 $B\nu$:

CC
Purchasing
Personnel
Auditor X
CAO
Other: Public Works
DATE: April 25, 2019

Routing



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

☐ Consent	□ Departmental	☐ Correspondence A
☐ Schedule	time for	☐ Closed Session

Action ☐ Public Hearing ☐ Informational

For Clerk's Use Only: AGENDA NUMBER

18

FROM: Public Works Department

FOR THE BOARD MEETING OF: APR 16 2019

SUBJECT: Approve a Contract/Master Agreement for On-Call Airport Architectural, Engineering and Planning Services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

- 1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and WEC for On-Call Airport Architectural, Engineering and Planning Services in an amount not to exceed \$14,590 for the period from April 16, 2019 through April 15, 2024;
- 2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures;
- 3. Amend the Fiscal Year 2018/2019 Bishop Airport Operating Transfer Out (Budget 150100 Object Code 5801) by increasing by \$1,459; and
- 4. Amend the Fiscal Year 2018/2019 Bishop Airport Taxiway Rehabilitation (Budget 630305 as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$13,131;
 - b. Increase estimated revenue in Bishop Airport Operating Transfer In (Revenue Code 4998) by \$1,459, which will be paid from the Bishop Airport Operating Budget (150100);
 - c. Increase appropriations in Professional Services (Object Code 5265) by \$14,590;

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of the first project. The existing on-call contract between WEC and the County for architectural and engineering design reached this 5 year threshold in November of 2018, prompting Public Works to advertise for Requests for Qualifications for a new on-call contract. The Public Works Department recently solicited for interested consultants to provide On-Call Airport Architectural, Engineering and Planning Services for the Bishop and Lone Pine Airports for projects that are funded by the Federal Aviation Administration's (FAA) Airport Capital Improvement Program (ACIP). The potential projects include construction administration for the Bishop Taxiway Rehabilitation and Lone Pine Pavement Rehabilitation, design of the Pavement Rehabilitation of Runway 12-30, and others as funding is available. Three consultants who provide engineering services for airport projects submitted Statements of Qualification for the work:

- Armstrong Engineering, Reno, Nevada
- Tartaglia Engineering, Atascadero, California
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by two of the Public Works Department engineering and the CAO. WEC was selected as the most qualified consultant to provide engineering services for these projects. The initial scope of work for this contract includes design work for the relocation of airfield lighting where conflicts exist with new FAA design standards for fillets between runways and taxiways. This design work will be included in the bid documents produced for the Bishop Taxiway Rehabilitation Project.

New projects will be incorporated into the master agreement in the future by the formal amendment process.

ALTERNATIVES: The Board could choose not to approve the contract for On-Call Airport Architectural, Engineering and Planning Services. This is not recommended because WEC as an outstanding record of project delivery for the Inyo County airports, and the services associated with this contract are necessary for the success of the two FAA funded construction projects slated for this summer.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded. County counsel to review and approve the contract;

FINANCING: The reimbursable costs of this Project will be paid through Budget Unit 630305, Object Code 5265.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RE reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:	" hu
Drace Chuchla	Approved: Yes	Date 4/0/1
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by t submission to the board clerk.)	he auditor/controller prior to
	Approved:	Date 4/9/2
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of submission to the board clerk.)	personnel services prior to
	Approved:	Date
	Approved:	Date

BUDGET OFFICER SIGNATURE:

(Not to be signed until all approvals are received) Wirt Quilty by Warry Date: 49/19

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation

FOR THE PROVISION OF Airport Architectural, Engineering and Planning SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Architectural, Engineering and Planning services of Wadell Engineering Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

4 GGOPT OF WORK
1. SCOPE OF WORK
The Consultant shall furnish to the County, upon its request, those services and work set
forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County
to the Consultant to perform under this Agreement will be made by the
Public Works Director, Michael Errante . Requests to the
Consultant for work or services to be performed under this Agreement will be based upon the
County's need for such services. The County makes no guarantee or warranty, of any nature, that
any minimum level or amount of services or work will be requested of the Consultant by the County
under this Agreement. County by this Agreement incurs no obligation or requirement to request
from Consultant the performance of any services or work at all, even if County should have some
need for such services or work during the term of this Agreement.
Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.
2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)
Option 1 – Standard Contract
A. This Contract shall go into effect on, contingent upon
approval by County, and Consultant shall commence work after notification to proceed by County's
Contract Administrator. The Contract shall end on, unless extended by
Contract amendment.
B. Consultant is advised that any recommendation for Contract award is not binding on
County until the Contract is fully executed and approved by County.

A. This Contract shall go into effect on April 16, 2019, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on April 15, 2024, unless extended by Contract amendment.
B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.
C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.
3. CONSIDERATION A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.
B. <u>Travel and per diem.</u> County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the
Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.
C. <u>No additional consideration</u> . Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability

▼ Option 2 – On-Call Contracts

type or kind whatsoever.

D.

E.

itemized statement of all hours spent by Consultant in performing services and work described in

retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any

made by the County to Consultant for services and work performed under this Agreement shall not exceed fourteen thousand five hundred and ninety \$ 14,590 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by

Limit upon amount payable under Agreement.

Consultant for services or work performed which is in excess of the contract limit.

Billing and payment.

The total sum of all payments

Consultant shall submit to the County, once a month, an

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

F. Federal and State taxes.

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) Term Definitions
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

- A. <u>Personal Property of County</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.
- B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

- A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by County**: The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1. Perform the services within the time specified in this contract or by County approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the County:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

35. 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.

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Iny	o:	
	Public Works	_ Department
	PO Drawer Q	Address
	Independence, CA 9352	6 City and State
Consul	ltant:	
	Wadell Engineering Corporation	_ Name
	PO Box 117370	Address
:	Burlingame, CA 94011-7370	City and State

39. ENTIRE AGREEMENT

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

AGREEMENT BETWEEN COUNTY OF INYO

AND Wadell Engineering Corporation			
FOR THE PROVISION OF Airport Architectural, Planning and Engineering SERVICES			
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 14 DAY OF May, 2019.			
SEALS THIS THE BAT OF	, 000		
COUNTY OF INYO	CONSULTANT		
By: Signature Print or Type Name	By: RPWALLE Signature ROBERT P. WADELL Print or Type Name		
Dated: May 7, 20	Dated: $4 - 17 - 2019$		
APPROVED AS TO FORM AN	D LEGALITY:		
APPROVED AS TO ACCOUNT	TING FORM:		
APPROVED AS TO PERSONN Personnel Services	EL REQUIREMENTS:		
APPROVED AS TO INSURAN County Risk Manager	CE REQUIREMENTS:		
	County of Inyo FAA - No. 161		

(Independent Consultant) Page 19 of 22

AGREEMENT BETWEEN COUNTY OF INYO

AND	Wadell Engineering Corporation	
FOR THE PROVISION OF _	Airport Architectural, Planning and Engineering SERVICES	
	, THE PARTIES HERETO HAVE SET THEIR HANDS AND	
COUNTY OF INYO	CONSULTANT	
Bv:	By:	
By:Signature	By: Signature	
Print or Type Name	Print or Type Name	
Dated:	Dated:	
APPROVED AS TO FORM AND County Counsel		
	ING FORM:	
County Auditor		
APPROVED AS TO PERSONNE	EL REQUIREMENTS:	
Personnel Services		
APPROVED AS TO INSURANC	E REQUIREMENTS:	
County Risk Manager		

County of Inyo FAA - No. 161 (Independent Consultant) Page 19 of 22

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND	Wadell Engineering Corporation	
FOR THE PROVISION OF	Airport Architectural, Planning and Engineering SER	
	TERM:	
FROM:April 16, 2019	TO: April 15, 2024	4

SCOPE OF WORK:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants throught the Federal Aviation Administration (FAA). Upon receipt of funding opportunities from the FAA, the County shall request a Scope of Work and Schedule of Fees for the project from WEC. Each new project assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Scope of Work for this contract is described as follows:

The Consultant will modify lighting and signing plans for the Bishop Taxiway Rehabilitation Project, which are being designed under a previous contract, to meet new FAA requirements for lighting and signing locations associated with FAA's new fillet design standards for the fillets at intersections of D/12, D/H, D/17, B/C, J/17 north, J/35 south, J/H north, J/H south, F/8 west, F/26 east, F/12 west, F/30 east, F/A west, F/A east, H/35 north, and H/35 south.

The modifications require removal and relocation of light fixtures, removal and disposal of interfering can bases and foundations, new cans with fixtures and associated wiring rerouting. Signs will be relocated as needed to meet standards.

The design plans will depict coordinates of new lighting and signing locations and identification of fixtures for removal. The quantities specific to each location will be depicted on the plans adjacent to the subject fillet.

All work shall be completed prior to June 30, 2019.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND	Wadell Engineering Corporation	
FOR THE PROVISION OF	ISION OFAirport Architectural, Planning and Engineering SERVICE	
	TERM:	
FROM: April 16, 2019	TO: April 15, 2024	

SCHEDULE OF FEES:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants throught the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

The initial Schedule of Fees for this contract is described as follows:

The County of Inyo agrees to pay Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$14,590.00 for the additional lighting design services. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND	Wadell Engineering Corporation	
FOR THE PROVISION OF	Airport Architectural, Planning and Engineering	_ SERVICES
	TERM:	
FROM: _ April 16, 2019	TO: April 15, 2024	

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call contract with Wadell Engineering Corporation (WEC) for Airport Architectural, Planning and Engineering Services to be funded by Airport Improvement Program grants throught the Federal Aviation Administration (FAA). Any future work assigned to WEC shall be incorporated into this contract by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to WEC under this contract, projects are contingent on the availability of federal funding.

No Travel or Per Diem Payments are included in the initial contract.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND	Wadell Engineering Corporation	
FOR THE PROVISION OF	Airport Architectural, Planning and Engineering	_ SERVICES
	TERM:	
FROM: _April 16, 2019	TO:_April 15, 2024	

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2 **Insurance Requirements for Professional Services**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT:

Amendment 20 to the contract with Wadell Engineering - 6 month contract extension

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 20 agreement between the County of Inyo and Wadell Engineering Corporation of Burlingame, CA, extending the term end date from June 30, 2019 to December 31, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On January 8, 2019, your Board approved Amendment 19 to the on-call agreement between Inyo County and Wadell Engineering (WEC) for the Bishop Airport – Passenger Traffic Study Phase 3. The Passenger Traffic Study is an important planning document for the FAA, and had to be modified several times due to the evolving situation at the Bishop Airport as we move towards commercial service. The document was delivered to the County in early September 2019, and after revisions, the final was provided to the FAA in early November. Unfortunately the term of the contract ended on June 30, 2019. This amendment, if ratified, will extend the contract end date to December 31, 2019 to allow payment of the final invoice. There is no added scope of work or cost associated with this amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

June 11, 2013 - Master agreement with WEC for On-Call Airport Engineering and Planning Services for a 5.5 year term

October 9, 2018 - Amendment 17 extends the contract for 6 months, to June 30, 2019

January 8, 2019 - Amendment 19 adds the Bishop Forecast Phase 3 to the scope of the contract

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since the work has been satisfactorily completed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Agenda Request Page 2

There are no costs associated with this amendment.

ATTACHMENTS:

- 1. WEC Amendment 20 6 month extension
- 2. WEC Amendment 19, etc.

APPROVALS:

Ashley Helms Created/Initiated - 11/26/2019

Darcy Ellis Approved - 12/3/2019
Michael Errante Approved - 12/3/2019
Marshall Rudolph Approved - 12/3/2019
Amy Shepherd Approved - 12/3/2019
Michael Errante Final Approval - 12/3/2019

AMENDMENT NO. 20

To Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

On-Call Airport Engineering and Planning Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and <u>Wadell Engineering</u> <u>Corporation of Burlingame, California</u> (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated <u>June 11, 2013</u>, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to June 30, 2019.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. The contract term is extended from June 30, 2019 to December 31, 2019.

The effective date of this amendment to the Agreement is June 30, 2019.

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

AMENDMENT NO. 20

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY OF, 2019.		
COUNTY OF INYO	CONSULTANT	
By:	By:	
Dated:	Dated:	
APPROVED AS TO FORM AND LEGALITY:		
County Counsel		
APPROVED AS TO ACCOUNTING FORM:		
County Auditor		
APPROVED AS TO PERSONNEL REQUIREMENTS:		
Director of Personnel Services		
APPROVED AS TO RISK ASSESSMENT:		
County Risk Manager		

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of January 2019 an order was duly made and entered as follows:

Public Works – Wadell Engineering Contract Amendment 19 Moved by Supervisor Tillemans and seconded by Supervisor Totheroh to approve Amendment No. 19 to the County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation to increase the contract amount by \$29,400 for a total not-to-exceed amount of \$2,790,593, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 8^{th} Day of <u>January</u>, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

(& Dut

Bv:

CC Purchasing Personnel

Routing

Auditor CAO

Other: Public Works DATE: January 11, 2019



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

Consent		Departmental	Correspondence Actio
Schedule	time fo	\r	Closed Session

Public Hearing Informational

For Clerk's Use Only: AGENDA NUMBER

FROM: Public Works Department

FOR THE BOARD MEETING OF: JAN 0 8 2019

SUBJECT: Amendment No. 19 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Bishop Airport – Passenger Traffic Study Phase 3.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

- 1. Approve Amendment No. 19 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$29,400.00 for a total not to exceed amount of \$2,790,593;
 - b. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following eighteen (18) Amendments to this Master Agreement (listed by Amendment Number):

- 1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
- 2. Lone Pine Airport Automated Weather Observing System (AWOS AV) project (design and construction support);
- 3. Lone Pine Airport Master Plan Update and Airport Layout Plan (report preparation); and,
- 4. Bishop Airport Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
- 5. Bishop Airport Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
- 6. Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
- Bishop Airport Passenger Traffic Study, Phase 1.
- 8. Lone Pine Airport Airfield Lighting Project.
- 9. Bishop Airport Passenger Traffic Study, Phase II.
- 10. Independence Airport Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
- 11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
- 12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids **Improvements**
- 13. Bishop Airport PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
- 14. Bishop Airport Design for apron rehabilitation
- 15. Bishop Airport Apron Construction Contract Support Services
- 16. Bishop Airport Certification Phase I Services
- 17. Lone Pine/Death Valley Airport Payement Rehabilitation Design (Including contract term increase to 6 years)
- 18. Bishop Airport Taxiway Rehabilitation Design

On Tuesday August 28, 2018 the Inyo County Board of Supervisors and the Town of Mammoth Lakes Town Council held a joint meeting to discuss regional commercial air service goals. At this meeting both entities expressed support for the possibility of commercial air service transitioning from the Mammoth Airport to the Bishop Airport in 2020.

The scope of work of amendment is to update the previously completed passenger traffic study to reflect the transfer of commercial air service. This forecast is required by the Federal Aviation Association to support the planning and environmental analyses which are underway for the Bishop Airport.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended because this passenger traffic study is an important step towards the goal of commercial air service at the Bishop Airport.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

The costs associated with this amendment will be paid out of Budget 010201 (CAO ACO), Object Code 5265.

APPROVALS			
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINA reviewed and approved by County Counsel prior	ANCES AND CLOSED SESSION AND RELATE r to submission to the board clerk.) Approved:	ED ITEMS (Must beDate_12/28/1/8
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED IT submission to the board clerk.)	TEMS (Must be reviewed and approved by the aud	Date //
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be submission to the board clerk.)	be reviewed and approved by the director of perso Approved:	nnel services prior to Date
DEPARTMENT HEAD SI (Not to be signed until all approva		Date: 2019	.01.03

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

BISHOP AIRPORT - PASSENGER TRAFFIC STUDY PHASE 3

WHEREAS, the County of Inyo (hereinafter referred to as "County") and <u>Wadell Engineering</u> Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated <u>June 11, 2013</u>, on County of Inyo Standard Contract No. 156, for the term from <u>June 18, 2013</u> to <u>June 30, 2019</u>.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

- 1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
 - "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, seven hundred and ninety thousand, five hundred and ninety three dollars and no cents (\$2,790,593.00) (hereinafter referred to as "Contract limit").
- 2. Attachment A to the Contract, <u>Scope of Work</u>, shall be revised to include the additional tasks required for the Passenger Traffic Study Phase 3, as described in Wadell Engineering Corporation's proposal entitled <u>Scope of Work</u>, <u>Bishop Airport Passenger Traffic Study Phase 3</u>, which is included as Attachment A-19 to the Contract.
- 3. Wadell Engineering Corporation's fee for the scope of work described in Attachment A-19 to the Contract shall be the lump-sum, fixed-price fee of \$29,400, as shown in Attachment B-19: Schedule of Fees.

The effective date of this amendment to the Agreement is January 8, 2019.

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

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

BISHOP AIRPORT - PASSENGER TRAFFIC STUDY PHASE 3

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 8th DAY OF January , 2019. **COUNTY OF INYO CONSULTANT** By: Dated: Dated: APPROVED AS TO FORM AND LEGALITY: County Counsel APPROVED AS TO ACCOUNTING FORM; **County Auditor** APPROVED AS TO PERSONNEL REQUIREMENTS: Director of Personnel Services APPROVED AS TO RISK ASSESSMENT: County Risk Manager

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE 3

IN WITNESS THEREOF, THE PARTIES HERETO , 2019	HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	CONSULTANT
Ву:	By: RPuxcless Dated: 1-2-19
Dated:	Dated: 1-2-19
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	
APPROVED AS TO ACCOUNTING FORM: County Auditor	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
Director of Personnel Services	
APPROVED AS TO RISK ASSESSMENT: County Risk Manager	

County of Inyo Standard Contract - No. 156 Amendment No. 19

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

BISHOP AIRPORT PASSENGER TRAFFIC STUDY

TERM:

FROM: June 18, 2013 **TO:** June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Bishop Airport** – **Passenger Traffic Study**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Bishop Airport – Passenger Traffic Study -Phase 3, which is included in this Attachment A-19.

SCOPE OF WORK BISHOP AIRPORT PASSENGER TRAFFIC STUDY – PHASE 3

Background

In 2015 and 2016, WEC prepared a Passenger Traffic Study for Bishop Airport which included two phases: Phase 1—a survey of selected airlines and Phase 2—commercial passenger airline forecasts (the 2016 Forecasts).

Proposed Scope of Services

WEC understands that Inyo County is seeking assistance to update the 2016 Forecasts to reflect the transfer of commercial operations from Mammoth Airport to Bishop Airport in 2020. The updated forecasts (the 2019 Forecasts) represent Phase 3 of our ongoing work for Inyo County and will be used to support environmental planning work related to Bishop's new role as the regional airport for the Eastern Sierra region. WEC proposes the following tasks and scope.

Phase 3: Update of Aviation Activity Forecasts

Task 3.1—Establish a 2018 Base Year

The 2019 Forecasts will be developed using 2018 as the base year. (The 2016 Forecasts were developed using 2015-2016 as the base year.) Actual aviation activity will be compiled and reviewed for 2017 and 2018, including enplaned passengers, aircraft operations, scheduled seats, load factors, and aircraft fleet for the airports in Mammoth and Bishop. Socioeconomic and visitor activity will be reviewed and documented as appropriate.

Task 3.2—Prepare Updated Short-Term Annual Forecasts

The short-term annual forecasts of passengers and aircraft operations will be updated by city-pair market for the first two years of commercial airline service based on:

- Airline letters of commitment to start scheduled service at Bishop Airport,
- The transfer of commercial passenger airline service from Mammoth Airport to Bishop in 2020,

- Discussions with representatives of Alterra Mountain Company by telephone to obtain their input on the
 aviation activity forecasts in terms of future Mammoth Mountain ski visitors, length of visitor stays, and
 target markets,
- Discussions with United and other airlines by telephone for their input on the aviation activity forecasts in terms of future frequencies, aircraft gauge, and destinations,
- Published airline schedules from OAG Aviation Worldwide Ltd,
- Visitor data reported by Mammoth Mountain, Yosemite, and regional tourism agencies,
- Airline network strategies and aircraft fleets, as available from published sources and/or individual airlines.

Task 3.3—Prepare Updated Long-Term Annual Forecasts

In Task 3.3, one forecast scenario (a baseline or probable forecast) of enplaned passengers and aircraft operations will be updated for a 20-year period based on the aviation activity summarized in the previous tasks and professional judgment, as well as:

- Independent projections of economic and aviation drivers, if available,
- Review of similar ski resort markets.
- Development of key forecast assumptions for passenger load factors, average seats per operation, and operations per based aircraft.

Task 3.4—Prepare Average Annual Day and Aircraft Fleet Mix Forecasts

The average annual day (AAD) aircraft fleet mix will be derived from the annual aviation activity forecasts described in Tasks 3.1 and 3.2. The number of AAD operations is calculated as the annual total divided by 365 days. The AAD aircraft fleet mix will be developed using 2018 base year data compiled using a combination of source data, subject to availability. Official Airlines Guide (OAG) data will provide the basis for the current fleet mix for the operations of scheduled passenger airlines.

Distributions of AAD operations will be prepared by aircraft type, operation type (arrivals and departures), stage length (or profile), and time of operation (daytime or nighttime). These distributions will be suitable for use in the FAA's Integrated Noise Model (INM) in support of the environmental analyses.

Task 3.5—Documentation and Coordination

The updated aviation activity forecasts will be summarized in a brief technical memorandum documenting the forecast assumptions and results and submitted electronically in pdf format. WEC will prepare one draft and final report that incorporate comments from Inyo County. It is anticipated that the 2016 Forecast Report will be included as an appendix to the technical memorandum.

WEC will conduct all briefings by telephone conference call. Any meeting requiring travel would need to be authorized to provide for additional budget. Any additional requirements by the County's environmental consultant or FAA Staff would need to be authorized to provide for additional budget.

SCHEDULE OF SERVICES:

The Consultant is allowed 90 calendar days to prepare passenger traffic forecasts to support of airport plans and environmental analyses that require FAA approval.

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

BISHOPAIRPORT PASSENGER TRAFFIC STUDY – PHASE 3

TERM:

FROM: __June 18, 2013 ___ TO: __June 30, 2019__

SCHEDULE OF FEES:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Twenty-Nine Thousand Four-Hundred Dollars and no cents (\$29,400.00) for the Bishop Airport - Passenger Traffic Study Phase 3. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during this project work.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of October 2018 an order was duly made and entered as follows:

Public Works – Wadell Engineering Amendment 17 Acting CAO Quilter explained the need to amend the existing on-call contract with Wadell Engineering to accommodate a new project, and to also amend the budget to account for related grant funding. Moved by Supervisor Kingsley and seconded by Supervisor Pucci to:

A) approve Amendment No. 17 to County of Inyo Standard Contract 156 between the County of Inyo and Wadell Engineering Corporation to increase the amount of the contract \$192,785 for a total not-to-exceed amount of \$2,458,693 and extend the contract to June 30, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) amend the Fiscal Year 2018-2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412; and C) amend the Fiscal Year 2018-2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget To Be Determined By Auditor) as follows (4/5ths vote required):

- 1. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
- 2. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9,338;
- 3. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
- 4. Increase appropriations in Professional Services (Object Code 5265) by \$192,785;
- 5. Increase appropriations in External Charges (Object Code 5124) by \$14,715. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9th
Day of October, 2018



CLINT G. QUILTER
Acting Clerk of the Board of Supervisors

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By: _

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Other: Public Works DATE: October 31, 2018

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS

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Consent Schedule			Correspondence Action Closed Session	Public Hearing Informational

For Clerk's Use Only: AGENDA NUMBER

FROM: Public Works Department

FOR THE BOARD MEETING OF DET - 9 2018

SUBJECT: Amendment No. 17 to the Contract with Wadell Engineering Corporation for On-Call Airport Engineering and Planning Services for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Design.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

- 1. Approve Amendment No. 17 to County of Inyo Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (WEC) to:
 - a. Increase the amount of the contract \$192,785.00 for a total not to exceed amount of \$2,458,693.00;
 - b. Extend the contract to June 30, 2019;
 - c. Authorize the chairperson to sign, contingent upon obtaining all appropriate signatures;
- 2. Amend the Fiscal Year 2018/2019 Lone Pine Airport Operating Transfer Out (Object Code 5801) by \$11,412;
- 3. Amend the Fiscal Year 2018/2019 Lone Pine/Death Valley Airport Pavement Rehabilitation Budget (Budget as follows (4/5's vote required):
 - a. Increase estimated revenue in Federal Grants (Revenue Code 4555) by \$186,750;
 - b. Increase estimated revenue in State Grants (Revenue Code 4498) by \$9338;
 - c. Increase estimated revenue in Lone Pine Airport Operating Transfer In (Revenue Code 4998) by \$11,412, which will come from the Lone Pine Airport Operating Budget (150500);
 - d. Increase appropriations in Professional Services (Object Code 5265) by \$192,785;
 - e. Increase appropriations in External Charges (Object Code 5124) by \$14,715;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, your Board awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following sixteen (16) Amendments to this Master Agreement (listed by Amendment Number):

- 1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
- 2. Lone Pine Airport Automated Weather Observing System (AWOS AV) project (design and construction support);
- 3. Lone Pine Airport Master Plan Update and Airport Layout Plan (report preparation); and,
- 4. Bishop Airport Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
- 5. Bishop Airport Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
- 6. Independence Airport Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
- 7. Bishop Airport Passenger Traffic Study, Phase 1.
- 8. Lone Pine Airport Airfield Lighting Project.
- 9. Bishop Airport Passenger Traffic Study, Phase II.
- 10. Independence Airport Construction Support Services Runway 14-32 Pavement Crack Repair, Pavement Sealing and Marking Project.
- 11. Bishop Airport—Construction Support Services Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing Project.
- 12. Construction Support Services for the Lone Pine/Death Valley Airport—Airfield Lighting and Visual Aids Improvements

- 13. Bishop Airport PMMP study will include non-destructive pavement testing to determine the Pavement Condition Index (PCI).
- 14. Bishop Airport Design for apron rehabilitation
- 15. Bishop Airport Apron Construction Contract Support Services
- 16. Bishop Airport Certification Phase I Services

On 8/28/2018, your Board accepted a grant from the Federal Aviation Administration (FAA) for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project in the amount of \$186,750; and subsequently accepted a matching grant from the California Division of Aeronautics (CDA) for \$9338. Amendment 17 will add preparation of the Plans, Specifications and Estimate for the Lone Pine/Death Valley Airport – Pavement Rehabilitation Project to the scope of work for the on call contract, as shown in Attachment A-17: Scope of Work, Lone Pine/Death Valley Airport – Pavement Rehabilitation Design Only.

Typically, under FAA guidelines, an Architectural & Engineering Design contract must not extend past 5 years from the beginning of first project. Amendment 1 to this contract was effective November 5, 2013. The FAA Program Manager a the Los Angeles office confirmed, in the attached email, that per *Advisory Circular 150/5100-14E* Section 2.7.2:

Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.

Therefore, this Amendment will be reimbursable by the FAA.

ALTERNATIVES:

The Board could choose not to approve the amendment to the contract. This is not recommended if the Board wishes to make use of the FAA and CDA Grants.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.

FINANCING:

This Amendment will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the costs. The reimbursable costs of this Amendment will be paid through Budget Unit

Object Code 5265. The County's cost share of cost of this Project will be \$11,412, which will come from the Lone Pine Airport Operating Budget (Budget 150500).

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SEreviewed and approved by County Counsel prior to submission to the board Approved:	clerk.)
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed as submission to the board clerk.) Approved:	
PERSONNEL DIRECTOR KNOWL	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved be submission to the board clerk.) Approved:	y the director of personnel services prior to
DEPARTMENT HEAD SIGNOT to be signed until all approval		Date: 10/1/18
BUDGET OFFICER SIGN (Not to be signed until all approval		Date: 10/1//8

From: Manson.Wong@faa.gov [mailto:Manson.Wong@faa.gov]

Sent: Wednesday, September 26, 2018 1:38 PM

To: Michael Errante Cc: Ashley Helms

Subject: RE: Consultant contract questions

Mike,

Per our conversation, I confirm that Inyo County can proceed with the on-going contract with your current consultant for the design works on Bishop and Lone Pine Airports since the contract is initiated prior to the expiration of the 5-year service agreement. Based on AC 150/5100-14E, we have no objection over your request to allow the consultant finishing up their works as planned. Any other projects will have to be performed under a new RFQ and consultant selection process.

Let me know if you have any further questions.

Manson

Manson W. Wong, P.E., PMP Program Manager/Engineer

Federal Aviation Administration Los Angeles Airports District Office 777 S. Aviation Boulevard, Suite #150 El Segundo, CA 90245

Tel: (424) 405-7280 Manson.Wong@faa.gov



World leaders in creating a safe and efficient system of airports We value Integrity, Collaboration and Innovation!

From: Michael Errante < merrante@inyocounty.us > Sent: Wednesday, September 26, 2018 11:26 AM To: Wong, Manson (FAA) < Manson.Wong@faa.gov > Subject: Consultant contract questions

Manson,

We are trying to decide if there is an issue awarding the design of the Bishop Taxiway Rehab and the Lone Pine Pavement Rehab to Bob Wadell under our current contract which is nearing the end of its 5 year term. The two excerpts below seem to contradict each other on this subject. We would also like to know who at the LA ADO we should send our A&E RFQ to for review before advertising it. We will be giving you a call in a moment to discuss this if you are available.

Thank you

- 3-59. Indefinite Delivery (Task Orders) Extensions for Consultant Services. Per FAA policy, a sponsor may not extend a task order contract for consultant services beyond a total overall contract duration (without re-advertising the contract) of more than five years. (Order 5100.38D)
- 2.7.2 Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action. (AC 150/5100-14E)

Michael Errante, P.E., QSD/QSP
Acting Public Works Director
Inyo County Public Works Department
168 N. Edwards
P.O. Drawer Q
Independence, CA 93526
(760) 878-0205 Office
(760) 391-0375 Cell
(760) 878-2001 Fax
merrante@inyocounty.us



To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT - PAVEMENT REHABILITATION DESIGN ONLY

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated <u>June 11, 2013</u>, on County of Inyo Standard Contract No. 156, for the term from <u>June 18, 2013</u> to <u>December 30, 2018</u>.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

- 1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
 - "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two-million, four-hundred and fifty-eight thousand, six hundrend and ninety-three dollars and no cents (\$2,458,693.00) (hereinafter referred to as "Contract limit").
- Attachment A to the Contract, <u>Scope of Work</u>, shall be revised to include the additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only, as described in Wadell Engineering Corporation's proposal entitled <u>Scope of Work</u>, <u>Lone Pine / Death Valley Airport</u> – <u>Pavement Rehabilitation Design Only</u>, which is included as Attachment A-17 to the Contract.
- 3. Wadell Engineering Corporation's fee for the scope of work described in Attachment A-17 to the Contract shall be the lump-sum, fixed-price fee of \$192,785.00.
- 4. The contract term is extended from December 30, 2018 to June 30, 2019.

The effective date of this amendment to the Agreement is	· ·
All other terms and conditions of the Agreement are unchanged and shall	remain the same.

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Call Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 12th DAY OF October, 2018. **CONSULTANT COUNTY OF INYO** Dated: 10-12-18 Dated: APPROVED AS TO FORM AND LEGALITY: APPROVED AS TO ACCOUNTING County Auditor APPROVED AS TO PERSONNEL REQUIREMENTS: Director of Personnel Services APPROVED AS TO RISK ASSESSMENT:

> County of Inyo Standard Contract - No. 156 Amendment No. 17

County Risk Manager

To

Agreement Between COUNTY OF INYO and Wadell Engineering Corporation

For

On-Cail Airport Engineering and Planning Services

LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

IN WITNESS THEREOF, THE PARTIES HERETO H	AVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	CONSULTANT
Ву:	By: Makent P. Wadle
Dated:	Dated: 10-9-2018
APPROVED AS TO FORM AND LEGALITY: County Counsel	
APPROVED AS TO ACCOUNTING FORM: County Auditor	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
Kreade for A. Dishim Director of Personnel Services	•
APPROVED AS TO RISK ASSESSMENT:	
County Risk Manager	

County of Inyo Standard Contract - No. 156 Amendment No. 17

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

LONE PINE / DEATH VALLEY AIRPORT PAVEMENT REHABILITATION DESIGN ONLY

TERM:

FROM: June 18, 2013 TO: June 30, 2019

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Lone Pine / Death Valley Airport – Pavement Rehabilitation Design Only is included in this Attachment A-17.

SCOPE OF WORK LONE PINE / DEATH VALLEY AIRPORT – PAVEMENT REHABILITATION DESIGN ONLY

The paving project includes design for rehabilitation of the approximately 4,000° x 60° runway 16-34 with three entrance/exit taxiways, full length parallel taxiway, approximately 2,850° x 40° perpendicular access taxiway, removal of existing central exit taxiway and relocation / replacement to meet FAA standards, pavement markings, drainage shaping and culvert replacements, shoulder grading and runway safety area (RSA) and taxiway safety area (TSA) surface grading corrections. Services include obtaining new existing pavement 5-point runway and taxiway cross section elevation surveys every 100° linear feet along centerline, exit and fillet surveys on a 25-foot grid basis.

The designs will be based on draft FAA specifications 150/5370-10H that allows for pavement recycling for use as subbase or base material.

The geotechnical and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the taxiways. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking. Rehabilitation options that will be considered include 1) milling to a depth that eliminates the most severe cracks and conducting localized full depth repairs as necessary as an interim remedy; 2) Full Depth Reclamation (FDR) of all asphalt layers and a portion of the granular base with new soil treatment options and new P-403 PG asphalt surface.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, pre-bid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final documents. Bid plans will be on Consultant title block with County designation in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices, and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

SCHEDULE OF SERVICES:

The schedule for completion is 180 calendar days for performance of the work after the notice to proceed.

AGREEMENT BETWEEN THE COUNTY OF INYO AND Wadell Engineering Corporation FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES

LONE PINE / DEATH VALLEY AIRPORT PAVEMENT REHABILITATION DESIGN ONLY

TERM:

FROM: June 18, 2013 TO: June 30, 2019

SCHEDULE OF FEES:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of One Hundred Ninety-Two Thousand Seven Hundred and Eighty-Five Dollars and no cents (\$192,785.00) for the Pavement Rehabilitation Design. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 11th day of *June* 2013 an order was duly made and entered as follows:

P.W./Wadell Engineering Contract Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the Contract between County of Inyo and Wadell Engineering Corporation (WEC) for on-call airport engineering services in the amount of \$0 for the period of June 18, 2013 through December 30, 2018, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent the appropriate signatures being obtained and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 11th

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KEVIN D. CARUNCHIO Clerk of the Board of Supervisors

Patricia Gunsolley, Assistant

By



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

	C	OTHER OF THE	
Consent	Departmental	Correspondence Action	Public Hearing
Schedule	time for	Closed Session	Informational

For Clerk's Use Only:	1
AGENDA NUMBER	
- 5	

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Approve a contract/master agreement for on-call airport engineering and planning services with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

- 1. Request your board approve Inyo County Standard Contract No. 156 between the County of Inyo and WEC for airport engineering services in an amount not to exceed \$0 for the period from June 18, 2013 through December 30, 2018;
- 2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; upon adoption of the fiscal year 2013/2014 and future budgets; and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate (IFE).

CAO RECOMMENDATION:

<u>SUMMARY DISCUSSION</u>: The Public Works Department recently solicited for interested consultants to provide all-inclusive on-call engineering services for the Bishop, Independence, and Lone Pine Airports for projects that are funded by the FAA's Airport Capital Improvement Program (ACIP). Six specialty consultants who provide engineering services exclusively for airport projects submitted Statements of Qualification for the work:

- Atkins North America, Inc., Reno, California.
- C&S Companies, Sacramento, California;
- · Kimley-Horn and Associates, Inc., Reno, Nevada;
- Reinard W. Brandley, Consulting Airport Engineer, Loomis, California;
- Tartaglia Engineering, Atascadero, California;
- Wadell Engineering Corporation, Burlingame, California

The respondents' qualifications were rated by four of the Public Works Department engineering and airport staff. WEC was selected as the most qualified consultant to provide engineering services for these projects.

WEC's initial services are anticipated to include the design of pavement rehabilitation projects for Bishop and Lone Pine Airport Runway 16-34. These services include performing land surveys, pavement investigations, and laboratory testing of soil samples; assessment of rehabilitation alternatives; preparation of design reports, plans, specifications, cost estimates, and FAA forms; contractor inquiry assistance during bidding; and assistance with FAA/State Aeronautics coordination as requested. WEC will also prepare Airport Layout Plan (ALP) Updates and Narrative Reports for Bishop, Independence, and Lone Pine Airports. The purpose of the ALP Update and Narrative Reports is to identify needs for future development, and the cost of the proposed development.

The FAA must approve the consultant's scope of work prior to proceeding with the project. Additionally, FAA procedures require that an Independent Fee Estimate (IFE) be prepared to ensure that the consultant's prices are reasonable and justifiable, and the FAA must approve the IFE. Therefore, in order to expedite the contracting process, the Public Works Department is requesting that the Board approve this initial master agreement in the amount of zero dollars. New projects will be incorporated into the master agreement by amendments.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport engineering and planning services. This is not recommended because the Public Works Department does not have staff that is familiar with FAA specifications and design methods. Also, the sooner WEC is under contract, the sooner that entitlement funds expiring at the end of the federal fiscal year (September 30, 2013) can be accessed, and the sooner that Bishop Airport Runway 16-34 can be repaired.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded; County counsel to review and approve the contract;

FINANCING: The project is funded by the FAA's ACIP, which will reimburse the county for 90 percent of the consultant engineering cost of the project. The cost of engineering will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5265, Professional and Special Services. The The county will pay the 10 percent match through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

APPROVALS COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINAN reviewed and approved by County Counsel prior to	ICES AND CLOSED SESSION AND I	RELATED ITEMS (Must be
	h Land M.	Approved:	Date 5/20/1
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITE submission to the board clerk.)	NIS (Must be reviewed and approved by	y the auditor/controller prior to
	Ange	Approved: 465	Date 5/24//
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be submission to the board clerk.)	reviewed and approved by the director	of personnel services prior to
5.		Approved:	Date
DEPARTMENT HEAD	SICNATUDE.	6/1/	
(Not to be signed until all appro	11 / 1 / 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1	Date:	5-28-13
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County of Inyo



County Administrator - Information Services DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board ratify and approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board streaming and agenda automation system for the period of December 1, 2019 through November 30, 2020 in an amount not to exceed \$11,220.00.

SUMMARY/JUSTIFICATION:

To provide an alternative to driving to Independence, a project with the goal to leverage technology to broadcast board meetings in real-time over the internet (webcast) as well as record and archive the Board proceedings for later viewing via the internet was established.

In March 2015, the County of Inyo was awarded a grant from the Great Basin Air Pollution Control District to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend Board meetings. BoardSync, Inc. was selected as the webcast host based on a thorough evaluation of various vendors. CivicPlus acquired BoardSync in the fall of 2017 and rebranded the service as CivicClerk in 2017.

The maintenance agreement is based on an automatic, annual renewal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the maintenance agreement renewal, in which case the ability of the County to broadcast board meetings over the internet would be halted and County would be prevented from using its automated agenda system until another solution could be implemented.

OTHER AGENCY INVOLVEMENT:

All county Departments and the Public could be affected.

FINANCING:

The cost of the support service renewal for the period from 12/01/2019 through 11/30/2020 is in the approved Information Services FY 2019/2020 budget (011801-5177) Maintenance of computer systems.

Agenda Request Page 2

ATTACHMENTS:

APPROVALS:

Lavon Sargent Created/Initiated - 12/4/2019

Darcy Ellis Approved - 12/4/2019
Lavon Sargent Approved - 12/4/2019
Amy Shepherd Approved - 12/4/2019
Marshall Rudolph Approved - 12/4/2019
Scott Armstrong Final Approval - 12/4/2019



County of Inyo



County Administrator - Personnel **DEPARTMENTAL - ACTION REQUIRED**

MEETING: December 10, 2019

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Segal Waters Consulting DBA The Segal Company (Western States) Inc. for the provision of Compensation and Classification Consulting in amount not to exceed \$95,000 for the period of December 4, 2019 through December 4, 2020 and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County and the Inyo County Employees Association have agreed to do a countywide compensation and classification study. The County agreed to review the classification plan every 5 to 7 years; the last review was done in 2013. As part of its review, the County shall consult with the bargaining units to identify classifications within the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. A request for proposal was put together jointly between County and the Inyo County Employees' Association and Segal Waters was the consultant that was chosen.

The Consultant will work help to identify benchmark classification for performing the total compensation analysis. They will survey the agreed upon labor market to establish total compensation comparisons for the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve contract and direct Personnel Department to re-negotiate the agreement with ICEA.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This was budgeted in the 2019/2020 Fiscal Year Budget in budget unit 010800 (Personnel)

ATTACHMENTS:

1. Segal Company Contract

Agenda Request Page 2

APPROVALS:

Sue Dishion
Darcy Ellis
Amy Shepherd
Marshall Rudolph
Sue Dishion

Created/Initiated - 12/3/2019 Approved - 12/3/2019 Approved - 12/3/2019 Approved - 12/4/2019 Final Approval - 12/5/2019

AGREEMENT BETWEEN COUNTY OF INYO

AND <u>Segal Waters Consulting DBA The Segal Company (Western States) Inc.</u>
FOR THE PROVISION OF <u>Compensation and Classification Consulting</u> SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the compensation and classification services of Segal Waters Consulting DBA The Segal Company (Western States) Inc. of Glendale, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

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 Sue Dishion whose title is: Deputy Personnel Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from <u>December 4, 2019</u> to <u>December 4, 2020</u> unless sooner terminated as provided below.

3. CONSIDERATION.

- A. <u>Compensation</u>. 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. <u>Travel and per diem</u>. Travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement are included in Contractor's Fees set forth in Attachment B. Travel expenses for meetings scheduled less than one week in advance will be charged additionally. If a scheduled meeting is cancelled by the County, any non-refundable travel expenses will be billed to the County at cost. Contractor's Fees in Attachment B assume only the services and on-site meetings described in Contractor's proposal and the Scope of Work attached hereto as Attachment A. Should the County request additional services or additional on-site meetings, Contractor would charge the hourly rates for personnel at rates shown on Attachment B, as well as for the time and expenses

associated with travel. Contractor shall not incur any such additional travel expenses without prior approval by Sue Dishion whose title is: Deputy Personnel Director.

- C. <u>No additional consideration</u>. 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. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed <u>Ninety-Five Thousand</u> Dollars (\$95,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.
- E. <u>Billing and payment.</u> Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.
- B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

- A. <u>Personal Property of County.</u> 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. <u>Products of Contractor's Work and Services</u>. Except to the extent that they incorporate Contractor's proprietary software, know-how, techniques, methodologies and report formats (collectively, "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by Contractor to County under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of County, once paid for by County. To the extent that Contractor's Proprietary Information is incorporated into such Deliverables, County shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature to the extent determined to result from Contractor's willful misconduct or negligent performance of its obligations under this Agreement.

11. RECORDS AND AUDIT.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon ten (10) business days written notice to Contractor (the "Notice Period"), provided that such termination will only take effect only if Contractor fails to cure the default prior to expiration of the Notice Period. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
Personnel Department
P.O. Box 249, 224 N. Edwards St.
Independence, CA 93526

Contractor:

Segal Waters Consulting 330 North Brand Blvd., Ste 1100 Glendale, CA 91203

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND <u>Segal Waters Consulting DBA The Segal Company (Western States) Inc.</u>
FOR THE PROVISION OF <u>Compensation and Classification Consulting</u> SERVICES

IN WITNESS THEREOF, THE PARTIES HITHISDAY OF	ERETO HAVE SET THEIR HANDS AND SEALS
COUNTY OF INYO	CONTRACTOR
By:Signature	By: Signature
Type or Print Name	Elliot R. Susseles, Senior Vice President Type or Print Name
Dated:	Dated: November 22, 2019
APPROVED AS TO FORM AND LEGALITY:	
County Counsel	
APPROVED AS TO ACCOUNTING FORM:	
County Auditor	
APPROVED AS TO PERSONNEL REQUIREMENTS: Personnel Services	
APPROVED AS TO INSURANCE REQUIREMENTS:	

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND <u>Segal Waters Consulting DBA The Segal Company (Western States) Inc.</u>
FOR THE PROVISION OF <u>Compensation and Classification Consulting</u> SERVICES

TERM:

FROM:	December 4, 2019	TO:	December 4, 2020	

SCOPE OF WORK:

Contractor will assist the County, collaboratively with identified employee groups, including the Inyo County Employees Association (ICEA), by performing a limited classification study for 20 job titles covering approximately 100 employees and compensation study affecting approximately 425 employees. Specifically, Contractor will do the following:

Total Compensation Study

- (a) Identify directly comparable and competitive entities for analysis, as well as benchmark classifications for performing the total compensation analysis, in cooperation with the County and ICEA.
- (b) Survey agreed-upon local and regional labor markets to establish external total compensation comparisons.
- (c) Include wages/salary and total compensation analysis and ranking data for benchmark classification to the County.
- (d) Consider and incorporate into the analysis and recommendations the compensation impacts of the California Public Employees' Pension Reform Act (PEPRA), including any associated County retirement benefits applicable only to so-called "Classic" PERS employees (e.g., Employer Paid Member Contributions or "EPMC").
- (e) Analyze internal total compensation relationships.
- (f) Recommend revisions to internal total compensation relationships that are consistent, uniform and realistic.
- (g) Provide total compensation recommendations to the County based upon internal and external total compensation relationships.
- (h) Consider and incorporate into the analysis and recommendations the impacts of future increases in minimum wage mandated by applicable law.

Limited Classification Study

- (a) Analyze up to 20 positions as identified by the County in consultation with ICEA.
- (b) Review all pertinent background materials, including but not limited to: organizational charts, budgets, personnel rules and regulations, MOUs/Resolutions, existing classification specifications, and related information such as State Merit System requirements and restrictions.
- (c) Provide and implement a Position Description Questionnaire for employees, to be used for classification and internal relationship purposes.
- (d) Interview an appropriate sampling of employees in identified classifications, and interview any individual serving in an identified unique classification.
- (e) Assess all classifications relative to the requirements of "Exempt" and "Non-Exempt" status pursuant to the criteria of the Fair Labor Standards Act and provide recommendations.

Contractor's work plan includes the following steps:

Step 1: Project Initiation

Step 2: Classification Analysis

Step 3: Total Compensation Market Assessment

Step 4: Recommendations Development

Step 5: Present Final Results

Each project step is described in more detail in Sections 1 and 2 of Contractor's "Technical Proposal For Total Compensation and Limited Classification Study," (hereinafter referred to as "Contractor's Technical Proposal"), which was submitted to the County on or about September 10, 2019, in response to the County's Request for Proposals for such services, which was released on or about August 5, 2019. Contractor's Technical Proposal is incorporated herein by this reference, including Contractor's Suggested Changes to the Scope of Work (Section 2).

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Segal Waters Consulting DBA The Segal Company (Western States) Inc. FOR THE PROVISION OF Compensation and Classification Consulting SERVICES

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FROM: <u>December 4, 2019</u> TO: <u>December 4, 2020</u>

SCHEDULE OF FEES:

Project Step	Fixed Fee
Step 1: Project Initiation	\$10,000
Assumes we meet with the County's Project Team and ICEA on-site, as well as time associated with learning about the current compensation and classification structures, policies, and practices.	
Step 2: Classification Analysis	\$20,000
Assumes the following:	
Develop one customized Position Description Questionnaire	
Analyze up to 20 current job titles	
• Conduct up to one (1) day of employee presentations	
• Conduct up to one (1) day of employee interviews	
Develop a recommended classification structure (one draft, one final)	
 Recommend assignments of individual positions to job titles 	
Recommend FLSA exemption status of all titles	

Project Step	Fixed Fee
Apply Segal Evaluator™ job evaluation approach	
Step 3: Total Compensation Market Assessment	\$50,000
Assumes the following:	
Develop a customized total compensation salary market survey document with up to 75 benchmark job titles, to be distributed to no more than 12 public sector peer employers	
One draft and one final report of the market study findings	
Step 4: Recommendations Development	\$5,000
Assumes the following:	
Develop pay schedule(s) to cover all jobs covered by the study	
 Recommend grade assignments for all job titles covered by the study 	
 Develop total compensation recommendations 	
Step 5: Present Final Results	\$10,000
Assumes we develop and deliver one on-site presentation to the County leadership	
TOTAL FIXED FEE	\$95,000

Said fees includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted.

Contractor's total fixed fee will be billed at the end of each month in 5 equal invoices for \$19,000.

Please note: if the information in the census file is inaccurate additional hourly fees may be charged for data correction and preparation.

As discussed in Section 3(B) of this Agreement, Contractor's fixed fee assumes only the services and on-site meetings described in Contractor's Technical Proposal. Should the County request

additional services or additional on-site meetings, Contractor would charge the hourly rates shown below, as well as for the time and expenses associated with travel.

Staff Member	Title/Role	2019 Hourly Rate
Elliot R. Susseles	Senior Vice President, Practice Leader	\$485
TL Cox	Vice President, Senior Consultant	\$395
Luis Gonzales	Associate Consultant	\$325
Greg Saylor	Senior Associate	\$285
Andy Lawlor	Associate	\$240

Preferred Payment Information

Invoices can be paid by check or wire transfer as described below.

By Check	By Wire Transfer
P. O. Box 4070 Church Street Station New York, NY 10261-4070	JP MORGAN/CHASE BANK Acct Name: THE SEGAL COMPANY (WESTERNSTATES) INC. Acct Type: CHECKING Acct #: 1440-74105 ABA #: 021000021
Please return a copy of this Remittance Advice with your check to assist us in crediting your account.	Please reference client name and invoice.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND Segal Waters Consulting DBA The Segal Company (Western States) Inc. FOR THE PROVISION OF Compensation and Classification Consulting SERVICES TERM: FROM: December 4, 2019 TO: December 4, 2020

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

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

Notice of Cancellation

Consultant shall provide that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions or deductibles are the sole responsibility of the Consultant.

Acceptability of Insurers

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

Claims Made Policies

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

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Clerk of the Board DEPARTMENTAL - ACTION REQUIRED

MEETING: December 10, 2019

FROM: Assistant Clerk ofthe Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of November 12, 2019, November 19, 2019, and November 26, 2019.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis Created/Initiated - 12/5/2019
Darcy Ellis Final Approval - 12/5/2019



LONE PINE UNIFIED SCHOOL DISTRICT

P. O. BOX 159 · LONE PINE, CALIFORNIA 93545 PHONE (760) 876-5579 FAX (760) 876-5438

Patrick Traynor, Ph.D.

Superintendent

November 21, 2019

Board of Trustees: Susan Patton, President Scott Kemp, Clerk Jason Olin Krista Sullivan Leigh Miller

Clerk of the Board of Supervisors Inyo County 224 North Edwards Street Independence, California 93526 Telephone: (760) 873-0373

Re:

Lone Pine Unified School District

General Obligation Bond Election (55%) - March 3, 2020

Enclosed is the signed <u>Resolution</u> adopted by the Board of Trustees of the Lone Pine Unified School District ordering a general obligation bond election for March 3, 2020. This election is being ordered under Proposition 39 and requires a 55% vote for passage.

In order to comply with Proposition 39 and related statutes the Board has adopted a full ballot text to be printed in the ballot pamphlet and an abbreviated form of measure (see Appendix A and B to the Resolution).

The Board of Trustees of the District has requested consolidation of this election with others occurring on the same day. We are submitting this resolution to you in your capacity as the Elections Official, and as the Clerk of the Board of Supervisors for purposes of consolidation pursuant to Elections Code Section 10403, and are separately providing a copy to the Registrar of Voters for purposes of preparing the bond measure for the ballot.

Also enclosed herewith is the originally signed <u>Tax Rate Statement</u> to appear in the Sample Ballot, as required pursuant to Elections Code 9400 and following.

Please do not hesitate to contact me with any questions on the attached.

Yours very truly, -

Dr. Patrick Traynor, Superintendent RECEIVED
2019 NOV 21 AM II: 21

RESOLUTION NO. 2019-20-03

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOV 21 AM 11: 21 LONE PINE UNIFIED SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON MARCH 3, 2020

WHEREAS, the Lone Pine Unified School District (the "District") in Inyo County (the "County"), State of California (the "State"), is committed to providing quality education to its students; and

WHEREAS, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

WHEREAS, in the judgment of the Board of Trustees (the "Board") of the District, it is advisable to call an election to submit to the electors of the District the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the acquisition and improvement of real property and the furnishing and equipping of school facilities of the District; and

WHEREAS, the Board is authorized, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of the District shall be issued and sold for specified purposes, under Article XIIIA Section 1 paragraph (b) of the California Constitution ("Article XIIIA") and under Education Code Section 15264 et seq. (the "Act"); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election, or a statewide special election; and

WHEREAS, under Section 10403 *et seq.* of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, March 3, 2020, the date of the statewide primary election, and to request the Inyo County Registrar of Voters (the "County Registrar") to perform certain election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County assessor; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, the Board wishes at this time to take the necessary actions to declare its official intent to reimburse the expenditures referenced herein from the proceeds of bonds issued pursuant to voter authorization;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE LONE PINE UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in a maximum principal amount of \$14,000,000 (the "Bonds") for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A and Appendix B, and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be March 3, 2020, and such bond election shall be held solely within the boundaries of the District.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, the full text of which is attached hereto as Appendix A (the "Full Text of the Measure"), containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading "FULL TEXT OF BOND MEASURE" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure. As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B. The Superintendent and the Chief Business Official are hereby separately authorized and directed to make any changes to the text of the full text and/or abbreviated measure as described herein to conform to any requirements of Article XIIIA, the Act or the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Act and Section 1 paragraph (b) subsection (3) of Article XIIIA. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the Bonds will be used only for the purposes specified in Section 1(b)(3) of Article XIII A and as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIIIA, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIIIA, Section 15278 of the

Act, and Government Code Section 53410, in the event 55% of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. Statement Regarding State Matching Funds. The District anticipates that matching funds from the State of California, if available, may be required to complete a portion of the projects identified in Appendix A. As required pursuant to Education Code Section 15122.5, the following statement shall appear on the ballot: "Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the Inyo County Superintendent of Schools, (2) the County Registrar, and (3) the Inyo County Clerk of the Board of Supervisors. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrar no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A, and to provide all required notices of the election and other notices related thereto.

Section 10. Consolidation of Election; Request to Provide Services. The County Registrar and the Inyo County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on March 3, 2020 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of the County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 11. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 12. Tax Rate Statement. Pursuant to Elections Code Section 9401, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, the Chief Business Official, or any written designee of the foregoing, are hereby authorized to finalize and execute the tax rate statement, and to file said statement with the County Registrar, in accordance with Section 9 hereof.

Section 13. Maturity Limit of Bonds. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 14. Estimates Included in Ballot Materials. The measure authorized by this Resolution includes certain information which is based upon reasonable assumptions and current expectations, which may include information with respect to the amount of money required to repay issued bonds, the estimated rate of the approved tax per \$100 of assessed valuation, and the period through which the proposed tax supporting bond repayment will be levied and collected. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan. Such estimates and approximations are not intended by the Board to be additional restrictions on the District's bond program and bond issuances, and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance.

Section 15. Reimbursement. The District hereby declares that it may pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, intends to use a portion of the proceeds of bonds for reimbursement of expenditures for the projects that are paid before the date of issuance of bonds.

Section 16. Official Actions. The President of the Board, the Superintendent, the Chief Business Official, or any written designee of the foregoing, are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or

the County Registrar, in order to cause the election to be held and conducted in the District.

Section 17. Effective Date. This resolution shall take effect on and after its adoption.

* * * * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Lone Pine Unified School District of Inyo County, being the Board authorized by law to make the designations therein contained, by the following vote, on November 20, 2019.

Adopted by the following votes:	
AYES: 5	
NOES: 0	
ABSENT: O	
ABSTAIN: O	
Attest:	President of the Board
Secretary to the Board	

APPENDIX A

FULL TEXT OF BOND MEASURE

INTRODUCTION

To improve the quality of local schools; repair/replace outdated heating, ventilation and air-conditioning systems; modernize outdated classrooms, restrooms and school facilities; and make health and safety improvements; shall Lone Pine Unified School District's measure be adopted authorizing \$14,000,000 in bonds at legal interest rates, generating approximately \$813,000 annually while bonds are outstanding with levies of approximately 4.5 cents per \$100 assessed value, with annual audits, citizens' oversight, no money for salaries and all money for local projects?

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the District will be authorized to issue and sell bonds of up to \$14.0 million in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List included below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be made in compliance with the requirements of Article XIIIA, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The Board of Trustees has identified detailed facilities needs of the District and has determined which projects to finance from a local bond. The Board of Trustees hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List included below.

Independent Citizens' Oversight Committee. Following approval of this measure, the Board of Trustees will establish an independent citizens' oversight committee, under California Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board of Trustees.

Performance Audits. The Board of Trustees will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The Board of Trustees will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Inyo County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Trustees of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

This measure authorizes the issuance of general obligation bonds to finance the types of projects set forth on the Bond Project List set forth below, to be repaid by tax collections for the years that bonds are outstanding. The measure presented to District voters on the ballot, as set forth above under the heading "INTRODUCTION", includes information regarding the expected approximate amount of money to be raised annually to pay issued bonds, the estimated rate of the approved tax per \$100 of assessed valuation, and the year through which it is approximated that the proposed tax will be levied and collected. Each of these estimates and approximations are provided as informational only. Such amounts are estimates only, and are not maximum amounts or limitations on the terms of the bonds or the tax rate or duration supporting repayment of bonds. The approximations and estimates provided depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, the timing of project needs and changes in

assessed valuations in the District. As such, while such estimates and approximations have been provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District.

BOND PROJECT LIST

The Bond Project List below describes the specific types of projects the Lone Pine Unified School District proposes to finance with proceeds of the bonds. Listed projects will be completed as needed at a particular school site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Until all project costs and funding sources are known, the Board of Trustees cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals or appropriation by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed.

Unless otherwise noted, the projects in this Bond Project List are authorized to be completed at all District sites, as shall be approved by the Board of Trustees.

The types of projects authorized by this measure are:

- Repair or replace outdated heating, ventilation and air-conditioning systems
- Modernize/renovate outdated classrooms, restrooms and school facilities to meet 21st century educational standards, including providing updated furnishings and other equipment to facilitate a modern learning environment
- Repair or replace deteriorating plumbing, irrigation and sewer systems
- Make health and safety improvements, such as replacing aging building materials, including removal of hazardous materials identified either prior to or during construction including asbestos, and seismic reinforcements
- Make improvements to school safety and security, including fire alarms, sprinkler systems, school communication systems, security cameras, surveillance systems, lighting and fencing
- Make energy-efficiency improvements, including replacing windows
- Replace inadequate wiring and electrical systems to meet current electrical and accessibility codes, increase capacity, and relieve currently overloaded electrical systems.
- Ensure and upgrade handicapped accessibility to District facilities, including to meet all federal and state-mandated Americans with Disabilities Act (ADA) accessibility to schools, and as mandated by the Division of the State Architect (DSA), including upgrades to site access, parking, staff and student restrooms,

- relocation of certain existing electrical devices, drinking fountains, playground equipment, and other necessary improvements.
- Improve student access to computers and modern technology, including providing all necessary infrastructure, hardware, software, computers, devices and other modern instructional equipment
- Upgrade/improve P.E. fields, playgrounds, play structures and similar facilities for school and community use
- Upgrade, expand, construct, repair and/or equip school facilities, including library/media centers, labs, multipurpose rooms, and other school facilities.
- Renovate, repair, expand and/or upgrade the interior and/or exterior of existing outdated classrooms, restrooms and school facilities
- Modernize outdated classroom interiors including new paint, carpet/vinyl, white marker boards, tackable surface and increased secure storage capacity for instructional materials and equipment
- Federal and State-mandated Occupational Safety & Health Administration (OSHA) safety upgrades, including playground equipment replacement
- Upgrade, repair and/or expand school site parking, roadways, grounds and other infrastructure such as utility systems, including installing exterior lighting, repairing pathways, walkways, ADA access ramps and related landscaping

Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, State agency approvals, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. In addition to the projects listed above, the construction, repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: upgrade of facilities for energy efficiencies; repair and replacement of windows, walls, doors and drinking fountains; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; upgrades of support facilities, physical education/athletic facilities and maintenance yards; construction or renovation of multi-use facilities; repair and replacement of fire alarms, emergency communications and security systems; resurfacing or replacing of hard courts, turf and irrigation systems and campus landscaping and play fields; improve access to school site; install interior and exterior painting and floor covering; demolition; and construction of various forms of storage and support spaces, bleachers, kitchens, repair, upgrade and install interior and exterior lighting systems.

The upgrading of technology infrastructure includes, but is not limited to, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, display technology, projectors, upgrade voice-over-IP, call

manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software. The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District may not be able to complete some of the projects listed above. The budget for each project is an estimate and may be affected by factors beyond the District's control. Some projects throughout the District, such as fields, may be undertaken as joint use projects in cooperation with other local public or non-profit agencies if State matching funds are received. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects and the costs of issuing the bonds. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE

To improve the quality of local schools; repair/replace outdated heating, ventilation and air-conditioning systems; modernize outdated classrooms, restrooms and school facilities; and make health and safety improvements; shall Lone Pine Unified School District's measure be adopted authorizing \$14,000,000 in bonds at legal interest rates, generating approximately \$813,000 annually while bonds are outstanding with levies of approximately 4.5 cents per \$100 assessed value, with annual audits, citizens' oversight, no money for salaries and all money for local projects?

APPENDIX C TAX RATE STATEMENT

An election will be held in the Lone Pine Unified School District (the "District") on March 3, 2020 to authorize the sale of up to \$14.0 million in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

- 1. The best estimate of the average annual tax rate that would be required to fund this bond issue over the entire duration of the bond debt service, based on estimated assessed valuations available at the time of filing of this statement, is 4.3ϕ per \$100 (\$43.00 per \$100,000) of assessed valuation in fiscal year 2020-21. It is currently expected that the tax will be collected until fiscal year 2054-55.
- 2. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is 4.5ϕ per \$100 (\$45.00 per \$100,000) of assessed valuation. This rate is projected to apply in each fiscal year that the bonds are outstanding.
- 3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately \$29.2 million.

These estimates are based on projections derived from information obtained from official sources, and are based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions. The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and durations and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary depending on the timing of bond sales, the par amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Superintendent

Lone Pine Unified School District

fathers dupon

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Russell E. Burns, Member

Russell E. Burns, Member Napa Peter S. Silva, Member Jamul Samantha Murray, Member Del Mar STATE OF CALIFORNIA Gavin Newsom, Governor

Fish and Game Commission

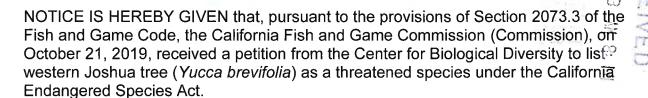


Wildlife Heritage and Conservation Since 1870

Melissa Miller-Henson Executive Director P.O. Box 944209 Sacramento, CA 94244-2090 (916) 653-4899 fgc@fgc.ca.gov

www.fgc.ca.gov

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION



Joshua tree occurs in desert grasslands and shrublands in hot, dry sites on flats, mesas, bajadas, and gentle slopes in the Mojave Desert. Soils in Joshua tree habitats are silts, loams, and/or sands and variously described as fine, loose, well drained, and/or gravelly, while the plants can reportedly tolerate alkaline and saline soils. Populations are discontinuous and reach their highest densities on well-drained sandy to gravelly alluvial fans adjacent to desert mountain ranges.

Pursuant to Section 2073 of the Fish and Game Code, on November 1, 2019, Commission staff transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. The Commission will receive the petition at its December 11-12, 2019 meeting in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its February 5-6, 2020, meeting in Sacramento.

Interested parties may contact Richard Macedo, Habitat Conservation Planning Branch Chief, California Department of Fish and Wildlife, P.O. Box 944209, Sacramento, CA 94244-2090, telephone (916) 653-3861, or email Richard.Macedo@wildlife.ca.gov for information on the petition or to submit information to the Department relating to the petitioned species.

November 12, 2019

Fish and Game Commission

Melissa Miller-Henson Executive Director

California Natural Resources Building 1416 Ninth Street, Room 1320, Sacramento, California 95814