

# Agenda



## County of Inyo Board of Supervisors

### LOCATIONS:

Timbisha Tacos, 900 Indian Village, Furnace Creek, CA  
Hurlbutt-Rook Community Hall, 405 Tecopa Hot Springs Rd., Tecopa, CA

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.

## ***ANNUAL DEATH VALLEY-TECOPA MEETING***

**April 16, 2019**

### **OPEN SESSION**

1 p.m. **LOCATION: Timbisha Tacos, 900 Indian Village Rd, Furnace Creek, CA 92328 (the restaurant on the Timbisha Shoshone Reservation)**

1. **PUBLIC COMMENT**
2. **WORKSHOP** – The Board will host a workshop where individuals from the public will have the opportunity to update the Board on items of interest in the Death Valley and Furnace Creek areas. The workshop is expected to last approximately an hour to an hour-and-a-half. The Board will then recess and proceed to Tecopa to reconvene.

4 p.m. **LOCATION: Hurlbutt-Rook Community Hall, 405 Tecopa Hot Springs Rd., Tecopa, CA**

3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
6. **PRESENTATIONS/UPDATES**
  - a. Update from Jeff Childers, Associate Field Manager of the Barstow BLM Field Office, on issues dealing with recreation and natural resources in the Shoshone-Tecopa area.
  - b. Updated from Death Valley Unified School District Superintendent Jim Copeland on area schools.
  - c. Update from the Southern Inyo Fire Protection District on district operations and programs.

### **DEPARTMENTAL – PERSONNEL ACTIONS**

#### **HEALTH & HUMAN SERVICES**

7. **Eastern Sierra Area Agency on Aging/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of ESAAA, Social Services, and IC-GOLD funding exists

for one (1) APAR Program Services Assistant I-II, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of the position it unlikely the vacancy could be filled by internal candidates, an open recruitment is most appropriate to ensure qualified candidates apply; and C) approve the hiring of either one (1) APAR PSA I at Range 39PT (\$11.93-\$14.48/hr.) or APAR PSA II at Range 42PT (\$12.75-15.52/hr.), depending upon qualifications.

8. **Social Services** – Request Board:

- A) Change the authorized strength in the HHS Aging and Social Services Division by:
  - 1. Deleting one (1) Office Technician III, Range 63 (\$3,867 - \$4,705); and
  - 2. Adding one (1) Administrative Secretary II, Range 60 (\$3,612 - \$4,387); and
- B) Find that, consistent with the adopted Authorized Position Review Policy:
  - 1. The availability of funding for the requested position exists, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
  - 2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and
  - 3. Approve the hiring of one (1) Administrative Secretary II, Range 60 (\$3,612 - \$4,387).

**PROBATION**

9. Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Deputy Probation Officer I-II exists in the General Fund, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Deputy Probation Officer I, Range 67 (\$4,008 - \$4,865), or Deputy Probation Officer II, Range 70 (\$4,305 - \$5,236), depending upon qualifications, and authorize up to the Step E for a qualified lateral applicant.

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

**COUNTY ADMINISTRATOR**

- 10. **Advertising County Resources** – Request Board approve the following final Community Project Sponsorship Program Grant payments from the Fiscal Year 2017-2018 Advertising County Resources budget: \$1,875 to the Friends of the Mt. Whitney Fish Hatchery/Independence Fishing Derby, Inc. for completing the 2018 Independence Father's Day Fishing Derby; and \$1,875 to the Lone Pine Chamber of Commerce for completing the 2019 Early Opener Trout Derby.
- 11. **Motor Pool** – Request Board revise the approved amount of a purchase order with Bishop Ford to reflect the corrected total of \$89,896.06.
- 12. **Motor Pool** – Request your Board approve an increase in the amount of the blanket purchase order with Bishop Ford by \$8,000 to a not to exceed amount of \$38,000 from the Motor Pool budget, for the maintenance of Motor Pool vehicles.

**HEALTH & HUMAN SERVICES**

- 13. **Eastern Sierra Area Agency on Aging** – Request Board: A) approve the Fiscal Year 2019-2020 Area Plan Update for Planning and Services Area 16 (Inyo and Mono Counties); B) set the minimum percentages for the subcategory for Supportive Services as recommended by the Advisory Council: 50% for transportation, 10% for legal services, and 3% for in-home services; and C) authorize the Chairperson to sign two (2) copies of the required Transmittal Letter.

**PLANNING/WATER**

- 14. Request Board approve Amendment No. 2 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services, amending all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2020, contingent upon adoption of future budgets, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

**PUBLIC WORKS**

15. Request Board approve the plans and specifications for the Birchim Lane Overlay Project and authorize the Public Works Director to advertise and bid the project.

**SHERIFF**

16. Request Board: A) declare ProForce Law Enforcement of Prescott, AZ a sole-source provider of Taser International equipment; and B) authorize the purchase of Tasers, magazines, and cartridges from ProForce Law Enforcement in the amount of \$13,735.43, increasing the department's purchasing authority with ProForce to \$16,400 for the fiscal year.

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

17. **BOARD OF SUPERVISORS** – Request discussion with Cal Rossi, Southern California Edison Government Relations Manager, and the public, addressing current electric reliability issues and opportunities for improvement.
18. **PUBLIC WORKS** – Request Board:
- 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.
19. **COUNTY ADMINISTRATOR – Parks & Recreation** – Request Board approve leases with the Los Angeles Department of Water and Power for six Owens Valley County Campgrounds and authorize the Chairperson to sign.
20. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board ratify and approve a purchase order in the amount of \$6,598 to Hi Desert Truck Driving School.

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

- 4:30 p.m. 21. **AG COMMISSIONER** – Request Board: A) introduce, read title, and waive further reading of proposed Ordinance No. 1241, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 3.50.040 of the Inyo County Code;" and B) schedule enactment for 11:15 a.m. Tuesday, May 7, 2019 in the Board of Supervisors Chambers, Independence.
22. **AG COMMISSIONER** – Request Board: A) introduce, read title, and waive further reading of proposed Ordinance No. 1242, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, and 5.40.150 of the Inyo County Code;" and B) schedule enactment for 11:15 a.m. Tuesday, May 7, 2019 in the Board of Supervisors Chambers, Independence.
23. **AG COMMISSIONER** – Request Board discuss and direct staff regarding Inyo County Code Section 18.78.360(A).

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

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

24. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE – INFORMATIONAL**

25. ***Inyo County Public Works*** – Agenda for the Southern Inyo Airport Advisory Committee meeting to be held at 7 a.m. April 24, 2019 in the Lone Pine Death Valley Airport Terminal Building in Lone Pine.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
7

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

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

**FOR THE BOARD MEETING OF:** April 16, 2019

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

**DEPARTMENTAL RECOMMENDATION:**

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

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

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

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

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

**ALTERNATIVES:**

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



**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

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

**APPROVALS**

<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>3/28/2019</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>3/27/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

4/1/19



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  8
--------------------------------------------------------

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

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

**FOR THE BOARD MEETING OF:**

**SUBJECT:** Request to change the HHS authorized strength by deleting one Office Technician III (Range 63) position and adding one Administrative Secretary II (Range 60) position; and authorize the hiring of one Administrative Secretary II position in the Aging and Social Services Division.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- A) Change the Authorized Strength in the Health and Human Services, Aging and Social Services Division by:
1. Deleting one Office Technician III at Range 63 (\$3,867 - \$4,705) and
  2. Adding one Administrative Secretary II at Range 60 (\$3,612 – \$4,387)
- B) Find that, consistent with the adopted Authorized Position Review Policy:
1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
  2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
  3. Approve the hiring of one Administrative Secretary II at Range 60 (\$3,612 – \$4,387).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Department brings forth this request as a result of an assessment of the level of administrative support required for the division. The Aging and Social Services division used the Office Technician III position to provide both administrative support to the Deputy Director of the division and to supervise and manage the front office reception functions at our Employment and Eligibility program. The Office Technician III position became vacant following the promotion of our employee within HHS. We took this opportunity to reassess the position and determined that the division could be better served with an Administrative Secretary who could provide more direct support to the Deputy Director and assign the supervision of the front office to the Human Services Supervisors and Program Manager for the program. This change also ensures that the Department is using a Merit Systems Job Description that aligns with the County classification, as there were some discrepancies in the Merit Systems classification that was aligned with the Office Technician III position. Your Board previously approved the recruitment of the Office Technician position and we are respectfully requesting that you rescind this authorization and instead, delete one Office Technician III in the HHS authorized strength, add one Administrative Secretary II, and authorize the department to hire an Administrative Secretary II.

**ALTERNATIVES:**

Your Board could choose not to follow the recommended change to authorized strength and authorize the hiring

of an Administrative Secretary. This would result in a significant impact to the support needed to meet the administrative requirements of the division.

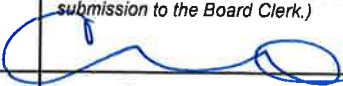
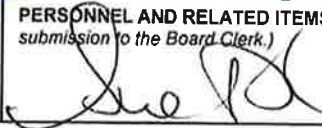
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

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

**APPROVALS**

<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>4/10/2019</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>4/10/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 4/10/19





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

For Clerk's Use Only:  
AGENDA NUMBER

9

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

**FROM:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Request to fill one (1) vacant Deputy Probation Officer I or II

**DEPARTMENTAL RECOMMENDATION:**

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

- A) the availability of funding for the requested position comes from the General Fund, as certified by the Chief Probation Officer and concurred by the County Administrator and Auditor-Controller; and,  
B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicants; and,  
C) approve the open recruitment and hiring of one (1) Deputy Probation Officer at Deputy Probation Officer I at Range 67 (\$4,008 - \$4,865) or Deputy Probation Officer II at Range 70 (\$4,305 - \$5,236) and authorize up to the E step for qualified lateral applicants depending on qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Due to the recent vacancy, it is necessary to recruit for a new Deputy Probation Officer. It is the intent, if approved by the Board, to recruit within the Department, however an open recruitment may be more appropriate in an effort to recruit a lateral transfer candidate. The loss of this position has greatly impacted the Department, as this was the Probation Officer handling the pre-trial caseload as well as the electronic monitoring program.

**ALTERNATIVES:**

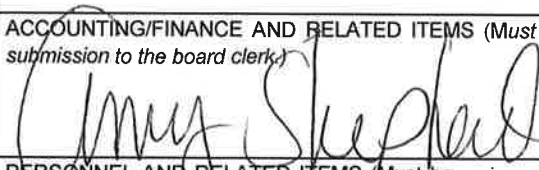

The Board could direct the Probation Department to continue without filling the vacant position; however, this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department and Auditor/Controller's office.

**FINANCING:**

The position is authorized/budgeted in the Board approved 2018-19 Probation General budget 023000.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/9/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>4/9/19</u>

**DEPARTMENT HEAD SIGNATURE:**  4/9/19 Date: \_\_\_\_\_  
(Not to be signed until all approvals are received)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
 10

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Final County of Inyo Community Project Sponsorship Program payments to the Friends of the Mt. Whitney Fish Hatchery/Independence Fishing Derby, Inc. for successfully completing a 2018 Community Project Sponsorship Program grant and the Lone Pine Chamber of Commerce, for successfully completing a 2019 Community Project Sponsorship Program grant.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve a final payment from the 2017-18 Advertising County Resources Budget, 011400, to the Friends of the Mt. Whitney Fish Hatchery/Independence Fishing Derby, Inc., for \$1,875 for completing the 2018 Independence Father's Day Fishing Derby (Object Code 5517); and a final payment from the 2018-19 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$1,875 for completing the 2019 Early Opener Trout Derby (Object Code 5582).

**SUMMARY DISCUSSION:** The Friends of the Mt. Whitney Fish Hatchery/Independence Fishing Derby, Inc. was awarded a FY 2017-18 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Independence Father's Day Weekend Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Friends. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,875. The Friends also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.


The Lone Pine Chamber of Commerce was awarded a FY 2018-19 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Lone Pine Early Opener Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,875. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

**ALTERNATIVES:** The Board could deny the requests.

**OTHER AGENCY INVOLVEMENT:** County Administrator's Office, Auditor/Controller.

**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2017-18 and 2018-19 Advertising County Resources Budget (011400) in the Object Codes noted in the Departmental Recommendation.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>4/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

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

*Jon Klusmire (for Ricca Benson)*

Date: 4-2-19

Independence Fishing Derby Inc.  
P. O. Box 21  
Independence, CA 93526

August 30, 2018

Board of Supervisors  
County of Inyo  
PO Box N  
Independence, California 93526

Subject: Final Report for the Father's Day Weekend Fishing Derby  
Community Project Sponsorship Grant

Dear Board of Supervisors,

The annual Independence Fishing Derby took place on Saturday, June 16, 2018 and participants of all ages had wonderful day fishing in and around the Independence area, followed by the weigh-in and awarding of prizes at Dehy Park. Out of the many participants, 275 of them weighed in and registered to win prizes, 151 adults and 124 children. Categories included heaviest fish, heaviest stringer, largest wild trout, and largest bluegill and blind bogey (adult and junior divisions).

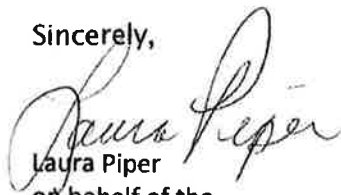
Visitors to Inyo County came from Ridgecrest, Tehachapi, Lancaster, Huntington Beach, Paso Robles, Glendora, Cypress, Yucaipa, Moorpark, Laguna Niguel, Oak Hills, San Jacinto and several out of state visitors. Locals from the Owens Valley also participated.

The Independence Fishing Derby, Inc., comprised of several community members, worked together to plan, promote, buy and collect awards and run the derby weigh-in, exhibiting good teamwork. The Committee sent mass email messages via the derby database and interfaced with the public to answer questions and provide maps and fishing guides, as well as manage the financial accounting for the event. The Independence Fishing Derby, Inc. has a Facebook page that is utilized by many participants.

The Independence Fishing Derby Committee worked with the Department of Fish and Wildlife to open the event to a wide variety of fish, encouraging contestants to use multiple fisheries available to our area with great success.

Fishing enthusiasts of all ages came to enjoy a great day of Eastern Sierra fishing, many of whom were previous participants of the Independence Fishing Derby. Many families have been returning to the valley for the past 20+ years for this event. It was an enjoyable, family event and we look forward to next year's Independence Fishing Derby! The Independence Fishing Derby Committee thanks the County of Inyo for sponsorship of this event.

Sincerely,



Laura Piper  
on behalf of the  
Fishing Derby Committee



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:

County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested \$ 1,875.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Independence Fishing Derby (Formerly under Friends of the Mt Whitney Fish Hatchery but no longer affiliated)

Project Name Father's Day Weekend Independence Fishing Derby

**EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)**

INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
6/15/18	Wrights Rainbows	Live Rainbow Trout	\$ 2,750.00
6/6/18	Sportsmans Warehouse	Silent Auction Items	\$ 94.38
5/15/18	Starbucks	Gift Cards - Prizes	\$ 100.00
5/15/18	Mac Sporting Goods	Prizes - Fishing items	\$ 12.90
5/16/18	Reagans Sporting Goods	Prizes/etc.	\$ 532.61
2/7/18	Independence Post Office	Letters & Thank you's Stamps	\$ 100.00
5/9/18	Sportsmans Warehouse	Prizes - Fishing Items	\$ 1,596.69
6/9/18	Kmart	Waters for Derby 7 cases	\$ 36.75
6/9/18	Kmart	Silent Auction item	\$ 86.18

Invoice Total \$ 7,709.51  
Total Reimbursement requested (if different) \$ 1,875.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed June 16, 2018

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

*James Ripper* Vice President/Treasurer March 26, 2019  
Signature of Representative Title Date

## SPOTLIGHT

# Right in the heart of it all

Dare to embrace Independence By Register Staff

The word "Inyo" is believed to be the Paiute word for "the dwelling place of the Great Spirit," and Independence, the Inyo County seat, is just that, especially for anglers.

The Independence area is known for having some of the best creek fishing east of the Sierra.

This area is not nearly as frequented as some of the more popular fishing spots in Bishop or Lone Pine. That means there are a lot of fish and not as many anglers, making Independence as quiet and peaceful as it is serene.

The Onion Valley area, which is west of Independence via Onion Valley Road, offers a campground and a pack station.

There also is a trailhead access to several alpine lakes, perfect for anglers who want to go fishing in the backcountry. This is one of the highest trailheads in the Sierra. Maps and detailed lake access information are available at

See **INDEPENDENCE**, pg. 84



Coming up from Corona for the 2017 Independence Father's Day Fishing Derby was the Vidaca family, from left, Kara, Jakob, Bert and Luke, who won a Blind Bogey Prize.

File photo



Visit Independence, CA on  
**Father's Day Weekend**  
for the Annual

## INDEPENDENCE FISHING DERBY

**Saturday, June 16, 2018**

Weigh-in from 10:30 a.m.-3:00 pm at Dehy Park

Awarding of Prizes begins at 4:00 p.m. at Dehy Park

This is a **FREE** Blind Bogey Event...  
Prizes, Silent Auction & Live Music at the Weigh-in  
Fishing Fun for the Whole Family!!

Sponsored by:  
**COUNTY OF INYO**  
Friends of the Mt. Whitney Fish Hatchery

For more information, contact

(760)878-2037 • (760)614-0044 or [kellyreade@gmail.com](mailto:kellyreade@gmail.com)

**EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)**

<b>INVOICE DATE</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION OF SERVICES RENDERED</b>	<b>INVOICE AMOUNT</b>
6/14/18	Kmart	Fishing items	\$ 68.91
5/31/18	Gardner's True Value	Fishing Items	\$ 371.71
6/2/18	Sportsmans Warehouse	Fishing Items/Prizes	\$ 684.05
6/3/18	Kmart	Fishing Items/Icechest stuffers	\$ 330.21
5/4/18	Southern Advertising	Caps	\$ 755.52
4/23/18	Eagle Claw	Trout Kits	\$ 40.00
2/21/18	Media Index Publishing	Advertising	\$ 150.00
		Total this page	\$ 2,400.00



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

## Lone Pine Chamber of Commerce

March 22, 2019

Inyo County Board of Supervisors  
Box N  
Independence CA 93549

RE: Final request for Early Opener Trout Derby

Dear Supervisors,

The Early Opener Trout Derby on March 2<sup>nd</sup> opened in the coldest, windiest weather that we have experienced but by 10:30am it was sunny until 2pm and then rainy again. We had a lot of fisherman and 150 registered

Those that braved the elements seemed to have a good time and the kids, well they did not seem to care how the weather was and they just had fun.

The motels reported that the weekend was great for them..

Thank you for your support on the derby.

Sincerely,

Kathleen New  
CEO





**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:

County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 1,875.  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce

Project Name Early Opener Trout Derby

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
		see attached	

Invoice Total 7757.59  
Total Reimbursement requested (if different) 1875.

**CHECK LIST FOR FINAL REIMBURSEMENT**

- Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 3/3/19
- Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report
- Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Kathleen New CEO 3/23/2019  
Signature of Representative Title Date

INVOICE DATE	VENDORS NAME	DESCRIPTION	AMOUNT
2/1/19 - 3/7/19	Linda Duarte	Administrative - 150 hrs at 15.00	2,250.00
11/2/18 - 3/10/19	Kathleen New	Administrative - 20 hrs at 25.00	500.00
2/7/2019	True Value	supplies	109.91
2/28/2019	KIBS	radio ads	550.00
2/28/2019	High Sierra Outfitters	prizes	300.00
1/24/2019	US Post Office	Bulk Mail	100.00
2/13/2019	Lone Pine Sporting goods	prizes	300.00
2/15/2019	True Value	supplies	28.82
3/8/2019	Philadelphia Insurance	Liability	614.50
10/26/2018	Susan Osuna	Creating and placing ads	637.15
1/10/2019	California Fish and Wildlife	permits	62.83
3/2/2019	Sierra Wave	Radio ads	200.00
2/27/2019	Alpine Signs	stickers	1,239.13
2/29/19	The Swap Sheet	Advertising	105.48
3/4/2019	Daily Independent	Advertising	317.50
2/28/2019	Register	Advertising	90.55
1/9/2019	The Sierra Reader	Advertising	300.00
2/15/2019	True Vaue	Prizes	51.72
		Total	7,757.59

Lone Pine California Early Opener

# TROUT DERBY

\$800 Blind Bogey

Prizes for the  
largest fish and  
tagged fish.

\$10 General  
Kids 11-under FREE!

## March 2nd 2019

Sign-up 6:30 - 8:00am • Diaz Lake

[www.LonePineChamber.org](http://www.LonePineChamber.org)

Brought to you by the Business' of Lone Pine & the County of Inyo



design by www.Ostina.Design



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

For Clerk's Use Only:  
AGENDA NUMBER

11

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Purchase of FY 2018-2019 Motor Pool Vehicles

**DEPARTMENTAL RECOMMENDATION:** Request your Board revise the approved amount of a purchase order with Bishop Ford to reflect the corrected total of \$89,896.06.

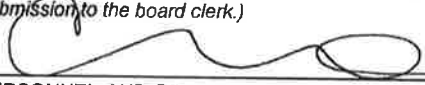
**SUMMARY DISCUSSION:** On March 26, 2019 at the request of the department, your Board approved the purchase of two Ford F150 Police Responders and approved issuing a purchase order. It has come to our attention that the amount of the purchase order did not include optional equipment deemed important for the intended use. With the additional equipment the purchase order should be in the amount of \$89,896.06 which reflects an increase of \$3,772.33 for each vehicle.

Motor Pool utilized the formal bid process to solicit bids for these vehicles. The addition of this optional equipment does not affect the results of the bidding process and this revised amount remains within the budgeted replacement cost.

**ALTERNATIVES:** Your Board could choose not to amend the purchase order, however, the vehicles would be lacking important options.

**FINANCING:** The vehicles recommended for purchase have been included in the 2018-2019 Motor Pool Budget 200100, Object Code 5655.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/29/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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

 Approved: \_\_\_\_\_ Date: 3/29/19



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
12

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Authorization to increase blanket purchase order to Bishop Ford.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve an increase in the amount of the blanket purchase order with Bishop Ford by \$8,000 to a not to exceed amount of \$38,000 from the Motor Pool budget.

**SUMMARY DISCUSSION:**

The County utilizes outside vendors for preventative maintenance and repair of approximately 150 County owned vehicles in the Motor Pool fleet. Bishop Ford is one of the vendors used by the County.

On August 7, 2018 your Board approved a blanket purchase order to Bishop Ford in an amount of \$30,000 for the maintenance of Motor Pool vehicles. We find it necessary to increase our purchase order with Bishop Ford and request your Board's authorization for the increase.

Having an open purchase order will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. Increasing this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.


**ALTERNATIVES:**

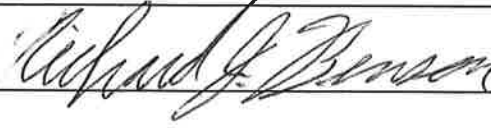
Your Board could choose not to authorize an increase in this blanket purchase order. In that event a separate purchase order for each individual transaction would be used. The net effect would result in a delay every time a motor pool vehicle or a piece of landfill equipment requires service.

**OTHER AGENCY INVOLVEMENT:** Auditor/Controller

**FINANCING:** Included in the Motor Pool budget for the 2018-2019 fiscal year budget 200100 object codes 5171 and 5173.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/28/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/29/19  
(Not to be signed until all approvals are received)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
13

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

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Approval of the FY 2019-2020 Annual Plan Update of the ESAAA Four-Year Plan for Services in Inyo and Mono Counties.

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board

- (1) approve the FY 2019-2020 Area Plan Update for Services for Planning and Services Area 16 (Inyo and Mono Counties);
- (2) set the minimum percentages for the subcategory of Supportive Services as recommended by the Advisory Council: 50% for transportation; 10% for legal services; and 3% for in-home services; and
- (3) authorize the Chairperson to sign two copies of the required Transmittal Letter.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Each year the local Area Agency on Aging is required to conduct an update of the Four-Year Plan previously submitted. As part of the process, a review of the minimum percentages set for the distribution of the Supportive Services funding is conducted. A public hearing was held during the April 4, 2018 meeting of the ESAAA Advisory Council to obtain input from the public regarding issues related to the minimum percentage setting, as well as aging services provided by the program in general. The public hearing was held at one of our local long-term care facilities in an effort to solicit additional input from the resident's perspective. ESAAA Advisory Council members reviewed the Plan, along with those members of the public in attendance, and provided the following comments:

- Maintain funding commitment to Transportation and Assisted Transportation, as concern was expressed regarding the aging population, the lack of specialty resources in the Inyo and Mono areas, and the potential for further capacity issues in the Southern area of the Planning Service Area (PSA) should Southern Inyo Hospital and attached clinic not be available. A request was made for ESAAA to provide a program report to the Mono County Local Transportation Commission (LTC) regarding transportation needs and available resources.
- Mono County expressed appreciation for the strong working relationship between the ESAAA staff and Mono County Senior Program staff and especially wanted to note the appreciation for the Mono County program's ability to purchase meals for delivery in the tri-valley area of Chalfant and Benton, as they have seen a 33% increase in utilization of services in this area.
- Request of information regarding what happens when the demand for legal services exceeds available funding. This information was provided and a review of the limited funding available from state and federal funding streams that is available and that prioritization does occur by the provider as to services.

Following the closing of the Public Hearing, the Advisory Council voted to recommend approval of the Area Plan Update for 2018-2019, including maintaining the minimum percentages at the same level set during the initial four-year planning process. Staff will coordinate attending a Mono County LTC meeting to provide a program report and will continue to monitor issues related to transportation and other supportive service needs.

Both the Department and the ESAAA Advisory Council respectfully recommend Board approval of this Plan for submittal to the California Department of Aging and authorize the Board Chair to sign two copies of the transmittal letter.

**ALTERNATIVES:**

Board could choose to delay approval of the plan, which would delay submission to CDA, and delay receipt of next year's funding.

**OTHER AGENCY INVOLVEMENT:**

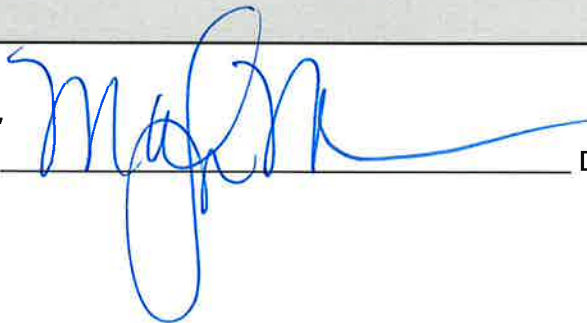
County of Mono, California Indian Legal Services, California Department of Aging

**FINANCING:**

There is no funding involved in this request.

**APPROVALS**

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



Date: 4/3/19

**EASTERN SIERRA AREA AGENCY ON AGING  
(ESAAA)**

for

**PLANNING & SERVICE AREA (PSA) 16**

**2019-2020 AREA PLAN UPDATE**

*Submitted by*

*The Eastern Sierra Area Agency on Aging Program  
of the  
Inyo County Health and Human Services Department  
163 May Street  
Bishop, CA 93514  
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Rick Pucci  
ESAAA Advisory Council Chairperson Roger Rasche  
ESAAA Director Marilyn Mann  
[mmann@inyocounty.us](mailto:mmann@inyocounty.us)*

**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA)  
AREA PLAN UPDATE FOR 2019-2020**



**AREA PLAN UPDATE (APU) CHECKLIST**

PSA 16

*Check one:*  FY 17-18  FY 18-19  FY 19-20

*Use for APUs only*

AP Guidance Section	APU Components (To be attached to the APU)	Check if Included
	➤ <i>Update/Submit A) through I) ANNUALLY:</i>	
n/a	<b>A) Transmittal Letter-</b> (requires <i>hard copy</i> with original ink signatures or official signature stamp- <b>no photocopies</b> )	<input checked="" type="checkbox"/>
n/a	<b>B) APU-</b> (submit entire APU electronically only)	<input checked="" type="checkbox"/>
2, 3, or 4	<b>C) Estimate-</b> of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>
7	<b>D) Public Hearings-</b> that will be conducted	<input checked="" type="checkbox"/>
n/a	<b>E) Annual Budget</b>	<input type="checkbox"/>
9	<b>F) Title IIIB/VIIA Long-Term Care Ombudsman Objectives</b>	<input checked="" type="checkbox"/>
9	<b>G) Title VIIA Elder Abuse Prevention Objectives</b>	<input checked="" type="checkbox"/>
10	<b>H) Service Unit Plan (SUP) Objectives and LTC Ombudsman Program Outcomes</b>	<input checked="" type="checkbox"/>
18	<b>I) Legal Assistance</b>	<input checked="" type="checkbox"/>
	➤ <i>Update/Submit the following only if there has been a CHANGE or the section was not included in the 2016-2020 Area Plan:</i>	Mark Changed/Not Changed (C or N/C)
5	Minimum Percentage/Adequate Proportion	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
5	Needs Assessment	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	AP Narrative Objectives:	
9	• System-Building and Administration	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIIB-Funded Programs	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIIB-Transportation	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIIB-Funded Program Development/Coordination (PD or C)	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIIC-1	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIIC-2	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title IIID	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
20	• Title IIIE-Family Caregiver Support Program	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• Title V-SCSEP Program	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
9	• HICAP Program	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
12	Disaster Preparedness	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
14	Notice of Intent-to Provide Direct Services	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
15	Request for Approval-to Provide Direct Services	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
16	Governing Board	<input type="checkbox"/> C <input checked="" type="checkbox"/> N/C
17	Advisory Council	<input checked="" type="checkbox"/> C <input type="checkbox"/> N/C
21	Organizational Chart(s)	<input checked="" type="checkbox"/> C <input type="checkbox"/> N/C

**TRANSMITTAL LETTER**

**2016-2020 Four Year Area Plan/ Annual Update**

**Check one:**  FY 16-20  FY 17-18  FY 18-19  FY 19-20

**AAA Name:** Eastern Sierra Area Agency on Aging

**PSA** 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Rick Pucci  
(Type Name)

\_\_\_\_\_  
Signature: Governing Board Chair <sup>1</sup>

\_\_\_\_\_  
Date

2. Roger Rasche  
(Type Name)

\_\_\_\_\_  
Signature: Advisory Council Chair

\_\_\_\_\_  
Date

3. Marilyn Mann  
(Type Name)

\_\_\_\_\_  
Signature: Area Agency Director

\_\_\_\_\_  
Date

<sup>1</sup> Original signatures or official signature stamps are required.

## **SECTION 1. MISSION STATEMENT**

The guiding mission of Health and Human Services is **Strengthening Resilience & Well-Being in Our Community** and the mission of ESAAA is

“To provide leadership in addressing issues that relate to older Californians; to develop community-based systems of care that provide services which support independence within California’s interdependent society, and which protect the quality of life of older persons and persons with functional impairments; and to promote citizen involvement in the planning and delivery of services.”

## **SECTION 2. DESCRIPTION OF THE PLANNING AND SERVICE AREA (PSA)**

The Counties of Inyo and Mono are located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles. The total year-round population is approximately 32,125 based upon 2016 estimates, but visitors and second homeowners double this at certain times of the year.

The area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the continental United States, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located in the Owens Valley, along the base of the 14,000 foot peaks of the Sierra Nevada Mountains, and in mountain communities in Mono County along US Highway 395. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

This expansive geographic region of over 13,000 square miles, spread out over desert and mountain terrain, coupled with the dispersed and diverse population pockets, also provides significant constraints and challenges in the delivery of services and in the development of overarching systems for services.

### **Area Plan Update – Estimate of the number of lower income older individuals**

According to the US Census Bureau’s 2016 Population Estimates Program, there is an estimated 32,125 people living within the PSA. Based upon the CDA’s demographic projections for 2018, the area includes approximately 9114 individuals age 60 years or older, representing approximately 28% of the population with 65% residing in Inyo County. Approximately 25% are age 75 or older with 80% residing in Inyo County; approximately 14% are identified as low income an increase of approximately

4% over the last year with 80% residing in Inyo County; and approximately 42% are geographically isolated with approximately 63% residing in Inyo County. Applying the same percentage of those older individuals living in poverty within the PSA to the number of minorities, there are approximately 188 older minority adults living below the poverty line. During the most recent homeless point-in-time count conducted in January 2019, 10 individuals were identified as age 60 or older.

Given the population growth trends, combined with the limited amount of geographic area available for private housing development, the agency does not anticipate any significant growth or change in the projected numbers for the upcoming four year planning process although the number of aging persons is expected to continue to slowly increase.

**SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)**

NA

**SECTION 4. PLANNING PROCESS / ESTABLISHING PRIORITIES**

NA

**SECTION 5 - NEEDS ASSESSMENT**

NA

**SECTION 6. TARGETING**

NA

**SECTION 7. PUBLIC HEARINGS**

At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, OAA 2006 306(a)

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English? <sup>2</sup> Yes or No	Was hearing held at a Long-Term Care Facility? <sup>3</sup> Yes or No
2016-17	April 13, 2016	Sterling Heights, 369 E. Pine St., Bishop, CA 93514	17	no	yes
2017-18	April 26, 2017	Bishop Care Center 151 Pioneer Lane Bishop, CA 93514	16	no	yes
2018-19	April 4, 2018	Sterling Heights, 369 E. Pine St., Bishop, CA 93514	14	no	yes
2019-20	April 3, 2019	Bishop Care Center 151 Pioneer Lane Bishop, CA 93514	16	no	yes

**The following must be discussed at each Public Hearing conducted during the planning cycle:**

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

Input was solicited for the Area Plan via insertion of a request for feedback in home-delivered meals for homebound individuals, distribution through print media and hosting a public hearing at a local long term care facility, to enhance our ability to facilitate input from institutionalized and/or disabled individuals. In addition, a Needs Assessment was administered in February through March 2017 in the three long-term care facilities located in the PSA. Public Hearings were held in April 2016, April 2017, April 2018, and in April 2019 in long term residential facilities to facilitate input.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?

- Yes. Go to question #3
- Not applicable, PD and/or C funds are not used. Go to question #4

<sup>2</sup> A translator is not required unless the AAA determines a significant number of attendees require translation services.

<sup>3</sup> AAAs are encouraged to include individuals in LTC facilities in the planning process, but hearings are not required to be held in LTC facilities.

2. Summarize the comments received concerning proposed expenditures for PD and/or C
3. There are no proposed expenditures for Program Development or Program Coordination.
4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services

Yes. Go to question #5

No, Explain:

5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.

The minimum percentages set during the four year planning process and supported through subsequent area plan update hearings was reviewed at the public hearing held on April 3, 2019. Transportation continues to be a primary area of concern for the entire PSA, especially given the increasing number of aging persons living in the area and the lack of medical provider capacity to meet the specialty health care needs of our aging population. Discussion regarding the current percentages set for Transportation/Assisted Transportation, In-home Services and Legal services resulted in the Advisory Council acting to recommend maintaining the current minimum percentages as set during the Area Planning process.

6. List any other issues discussed or raised at the public hearing.

One issue that was raised during the public hearing was the lack of presence of the HICAP program in the northern area of the PSA for over approximately one year, although the new HICAP employee did make recent contact. PSA 16 will alert the PSA governing the HICAP program to ensure continuity of services during future years.

7. Note any changes to the Area Plan which were a result of input by attendees.

No Changes were recommended.

## **SECTION 8 - IDENTIFICATION OF PRIORITIES**

There is no anticipated change in priorities or services identified.

**Goal #1**

<p><b>Goal:</b> Promote positive physical and mental health outcomes for the aging population and their caregivers.</p>			
<p><b>Rationale:</b> Most of our aging population concur that remaining in their own home is of major importance. Ensuring that the physical and mental well-being needs of our senior population are being addressed help to facilitate this outcome. Issues related to meeting the basic nutritional needs of seniors, as well as addressing access to health care services were identified as high priorities during the ESAAA needs assessment.</p>			
<p><b>Objectives:</b></p>	<p><b>Projected Start and End Dates</b></p>	<p><b>Title III B Funded PD or C</b></p>	<p><b>Update Status</b></p>
<p>1.1 ESAAA staff will coordinate with area service providers to conduct regular quarterly meeting of providers of aging services including the LTC Ombudsman, law enforcement and the District Attorney, to ensure that identified at-risk seniors are connected to appropriate resources, as well as trends or gaps are identified and steps taken to adequately address these issues within the community.</p>	<p>July 2016 – June 2020 and Ongoing</p>		<p>No Change: Adult Multi-Disciplinary meetings occur on a quarterly basis with quarterly outreach to service providers.</p>
<p>1.2 ESAAA staff will coordinate with the LTC Ombudsman and the County-based Social Services programs to ensure that training is provided to individuals, professionals, paraprofessionals and volunteers who provide services to the aging and dependent adult populations on the identification, prevention and treatment of elder abuse, neglect and exploitation on an annual basis. The continuum of training will ensure earlier identification and intervention of abuse and neglect.</p>	<p>July 2016 – June 2020 and Ongoing</p>		<p>No Change: The Long Term Ombudsman, which is housed in ESAAA, works in coordination with other County-based social service programs to ensure training and education is provided on the identification and reporting of abuse/neglect. Entities receiving training in 2017-2018 included, but were not limited to CASA program, Bishop Tribal Elders, and local Long Term Care programs.</p>
<p>1.3 ESAAA staff will coordinate with the County-based Social Services programs, law enforcement, and other aging services providers to provide relevant training in regards to issues impacting the safety of</p>	<p>July 2016 – June 2020 and Ongoing</p>		<p><b>Change:</b> The Long Term Ombudsman, which is housed in ESAAA, works in coordination with other County-based social service</p>

<p>seniors, including, but not limited to financial abuse, self-neglect, and effective interventions.</p>		<p>programs to ensure training needs are met. Training brought to the community or scheduled to occur within 2018-2019 include <b>Defusing Difficult Situations, Being Effective with Difficult People-Conflict Resolution, Adult Abuse, Neglect &amp; Exploitation, Ethical and Professional Issues in Adult Services, Mental Health First Aid, Discovering Strengths, Unconscious Bias and Diversity, Wellness in the Workplace.</b></p>
<p>1.4 ESAAA staff will coordinate with Behavioral Health Staff to provide training to aging services employees on issues related to recognizing mild to moderate depression, substance use or medication mismanagement in an effort to support early detection and intervention.</p>	<p>July 2016 – June 2020 and Ongoing</p>	<p>No Change: Training is provided on a quarterly basis.</p>
<p>1.5 ESAAA staff will coordinate with Behavioral Health Staff and nutrition program staff to issue a quarterly newsletter focused on the wellness. Aging issues related to nutrition education to overall emotional and physical wellbeing will be provided.</p>	<p>July 2016 – June 2020 and Ongoing</p>	<p>No Change: A quarterly newsletter that combines physical and emotional wellness information with nutrition education continues to provide valuable information to the senior population as well as the ESAAA site staff.</p>
<p>1.6 ESAAA staff will coordinate with County-based aging and social service programs to ensure that home-based services designed to support the aging population to stay safely in their own home are available.</p>	<p>July 2016 – June 2020 and Ongoing</p>	<p>No Change: ESAAA provides outreach and dissemination of information to social service and aging services staff throughout the PSA regarding the available resources such as telephone reassurance and respite homemaker/personal care services. Additionally, referral information is provided to residents regarding non-ESAAA programs that provide home-based services such as IHSS.</p>
<p>1.7 ESAAA staff will maintain congregate meal sites, providing basic nutrition services, as well as a resource for</p>	<p>July 2016 – June 2020 and Ongoing</p>	<p><b>Change:</b> Congregate meal sites are maintained in 6 locations within</p>



<p>socialization and information in an effort to support physical and emotional wellness.</p>		<p>the service area, ensuring five day a week access is maintained throughout the PSA.</p> <p>Proposed Service Units for Congregate Meals for FY 2019-2020 has been adjusted to 20,000 to reflect the change in utilization during FY 2016-2017, FY 2017-2018 and the first two quarters of FY 2018-2019. Proposed change in service units will be maintained dependent upon available funding.</p>
<p>1.8 ESAAA staff will ensure home delivered nutrition services are available to the frail and isolated aging population.</p>	<p>July 2016 – June 2020 and Ongoing</p>	<p>Change: HDM services are maintained throughout the PSA.</p> <p>Proposed Service Units for Home Delivered Meals for FY 2019-2020 has been adjusted to 37,000 to reflect the change in utilization during FY 2016-2017, FY 2017-2018 and the first two quarters of FY 2018-2019.</p>
<p>1.9 ESAAA staff will coordinate with Behavioral Health nursing staff to provide Healthy IDEAS, an evidence-based tool that meets the Administration of Community Living requirements, in an effort to identify persons with lower level depression symptoms and provide intervention services. Effective FY 2017-2018, ESAAA discontinued the provision of Healthy IDEAS and implemented the Wellness Initiative for Senior Education (WISE) curriculum.</p>	<p>July 2016 – 2017(Healthy IDEAS)  June 2017 - 2020 and Ongoing (WISE)</p>	<p>Change: As a result of staffing turnover and difficulty in recruitment of nursing staff to provide the support needed to implement Healthy IDEAS, ESAAA identified an alternative evidence-based program for implementation within the PSA. Healthy IDEAS will continue to be administered in the northern area of the PSA through non ESAAA supported programming in Mono County, and Inyo County HHS staff, including ESAAA staff received training on April 5 – 6, 2018, in the Wellness Initiative for Senior Education (WISE) curriculum. WISE, a curriculum listed on SAMHSA’s National Registry of Evidence-based Programs and</p>

		<p>Practices, is a wellness and prevention program targeting older adults. The six-lesson curriculum helps celebrate healthy lifestyle choices by providing education on topics including medication misuse and management, stress management, depression and substance abuse. With the delay in securing a contract and scheduling training, ESAAA was not able to implement the WISE program beyond training staff to facilitate and it will unlikely have any units of service to report during the FY17/18. After training has been completed, ESAAA will develop a schedule for the provision of the program throughout the PSA.</p> <p>WISE training was completed April, 2018; however, a class was not scheduled during FY 17/18.</p> <p>A schedule of classes has been developed and will be available to seniors on a quarterly base. The location of the class will rotated throughout the PSA to ensure access for all seniors.</p> <p>The first WISE class was completed in October, 2018 and the next class is scheduled for March, 2018.</p>
1.10 ESAAA, in coordination with aging and social services programs, will ensure caregivers are connected to supportive services.	July 2016 – June 2020 and Ongoing	No Change: ESAAA continues to provide information and assistance to caregivers, ensuring they are connected to available resources as appropriate.
1.11 ESAAA’s LTC Ombudsman will actively monitor the ability of local long	July 2016 – June 2020 and	No Change: The LTC Ombudsman, located

term care facilities, in context of affiliation with poorly funded rural hospitals, to remain viable in their ability to provide quality care to area residents.	Ongoing		within the ESAAA program, continues to monitor the LTC programs, including those associated with area hospitals.
1.12 ESAAA, in coordination with aging and social services programs, will identify isolated, home-bound aging persons who could benefit from regular and routine contact to ensure their general health and well-being needs are being met.	July 2016 – June 2020 and Ongoing		No Change: ESAAA continues to work in coordination with the contracted provider in Mono County, as well as the social service programs in both counties to ensure that isolated, home-bound aging persons in need of services are identified and connected to resources.

**Goal #2**

<b>Goal:</b> Maintain a minimum level of access to services, including health care services and local support services to the aging population throughout our communities.			
<b>Rationale:</b> Communities throughout both Inyo and Mono counties are isolated from many support services, including access to primary health care services, pharmacies and grocery vendors. Specialized care is often not locally available, requiring our older adults to travel to urban areas in southern California, as well as southern and northern Nevada. This issue continues to be identified as one of the highest priorities for our aging population across both counties.			
<b>Objectives:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Update Status</b>
2.1 ESAAA staff will coordinate with County-Based social service programs, such as IHSS to address the caregiving and transportation needs of seniors in an effort to promote access to health care services, both locally and out of the area.	July 2016 – June 2020		Change: Coordination of caregiving and transportation needs occurs on a regular basis.  Proposed Service Units for Assisted Transportation (Access) for FY 2019-2020 has been adjusted to 300 to reflect the change in utilization during FY 2016-2017, FY 2017-2018 and the first two quarters of FY 2018-2019. In addition, Proposed Service Units for Transportation (Access) for FY 2019-2020 has been adjusted to 8,500 to reflect the change in utilization during FY 2016-2017, FY

			2017-2018 and the first two quarters of FY 2018-2019. This adjustment will be maintained dependent upon available funding.
2.2 ESAAA will coordinate with county and city agencies, as well as community based agencies to identify additional resources to support access to medical and other support services.	July 2016 – June 2020 and Ongoing		No Change: ESAAA staff regularly participate in efforts to address access issues for seniors living in the service area, including participation in the Local Transit Commission.
2.3 ESAAA staff will coordinate with other service organizations to ensure that a continuum of services are available and will provide information and assistance services to ensure access to information is readily available to the aging population.	July 2016 – June 2020 and Ongoing		No Change: Updated information regarding resources is maintained in order to ensure seniors have access to appropriate service and resource information.
2.4 ESAAA staff will coordinate with and ensure appropriate referrals are made to HICAP in order to help seniors address their medical coverage issues and remove any barriers to health care services.	July 2016 – June 2020 and Ongoing		Change:  Referrals are made as appropriate to the HICAP provider.  In July 2017, ESAAA staff was contacted by HICAP representatives, with a need for office space. ESAAA staff coordinated with the Bishop Senior Center Recreation Committee and currently, HICAP, which is administered by another PSA, offers office hours two days a month, at the Bishop Senior Center. ESAAA staff also coordinated with Inyo County Social Services Program and beginning May 2018, HICAP will have office space one day per month at the Bishop Social Services office and

			<p>one day per month at the Lone Pine Social Services office.</p> <p>HICAP has recently hired a local staff member. This has allowed for additional office hours. HICAP is now available two (2) days weekly at the Bishop Senior Center, they continue to travel to Lone Pine to provide office hours and are looking to expand their services to office hours in Big Pine.</p>
<p>2.5 ESAAA staff will coordinate with the Governing Board and the Advisory Council to monitor the needs of our aging population throughout the planning area and assess the available opportunities to reach those who are underserved.</p>	<p>July 2016 – June 2020 and Ongoing</p>		<p>No Change: Updated information regarding resources is maintained in order to ensure seniors have access to appropriate service and resource information.</p> <p>ESAAA staff regularly coordinate with the Advisory Council and Governing Board to ensure that issues impacting underserved seniors are identified and addressed as appropriate.</p>
<p>2.6 ESAAA staff will monitor changing state and federal policies and will coordinate with the Governing Board and Advisory Council to ensure issues related to adequate access to health care and support services remain a focus of policymakers.</p>	<p>July 2016 – June 2020 and Ongoing</p>		<p>No Change: ESAAA staff monitor policies at all levels and keep the Advisory Council and Governing Board apprised of those issues that may impact the senior population and will conduct direct advocacy with policymakers as directed by the Governing Board.</p>

**Goal #3**

**Goal:** Strengthen the service delivery system to proactively address unmet needs.

**Rationale:** Both Inyo and Mono Counties have aging populations living in areas that are isolated from the primary service delivery systems. In general, the aging population throughout the entire region has limited access to the wide range of medical and support services found in larger communities. Ensuring adequate information and referral services are available to all community members and actively identifying methods to fill gaps in services continues to be identified as an area of focus throughout the planning area.

<b>Objectives:</b>	<b>Projected Start and End Dates</b>	<b>Title III B Funded PD or C</b>	<b>Update Status</b>
3.1 ESAAA staff will identify resources to meet identified needs in both the private and public sectors, ensuring that the resources are updated at least annually.	July 2016 – June 2020 and Ongoing		<p>No Change: Efforts to identify both public and private resources continue.</p> <p>ESAAA staff utilize local media resources and direct distribution methods to educate seniors, caregivers and community members about available resources.</p> <p>ESAAA continues to maintain resource information and utilize multiple distribution modes.</p>
3.2 ESAAA staff will utilize public information mechanisms to ensure that the aging population, their caregivers and service providers are aware of the resources available to meet identified needs.	July 2016 – June 2020 and Ongoing		<p>No Change: Efforts to identify both public and private resources continue.</p> <p>ESAAA staff utilize local media resources and direct distribution methods to educate seniors, caregivers and community members about available resources.</p> <p>ESAAA continues to maintain resource information and utilize multiple distribution modes.</p>
3.3 ESAAA staff will maintain resource information and disseminate information through multiple distribution modes, including web-based access.	July 2016 – June 2020 and Ongoing		<p><b>Change:</b> Efforts to identify both public and private resources continue.</p>

		<p>ESAAA staff utilize local media resources and direct distribution methods to educate seniors, caregivers and community members about available resources.</p> <p>ESAAA continues to maintain resource information and utilize multiple distribution modes.</p> <p>The County has completed the RFP process and will soon start a County Website, redesign project. When completed, Departments will have access to update/add information. This access will allow ESAAA staff to disseminate information in a timely and consistent manner.</p>
--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DRAFT

**TITLE III/VIIA SERVICE UNIT PLAN OBJECTIVES  
CCR Article 3, Section 7300(d)**

**1. Personal Care (In-Home)**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**2. Homemaker (In-Home)**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**3. Chore (In-Home)**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**4. Home-Delivered Meal**

**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	40,000	1	



2017-2018	Same	Same	
2018-2019	36,000	Same	
2019-2020	37,000	Same	

**5. Adult Day/ Health Care (In-Home)**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**6. Case Management (Access)**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**7. Assisted Transportation (Access)**

**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	200	1,2	
2017-2018	Same	Same	
2018-2019	400	Same	
2019-2020	300	Same	

**8. Congregate Meals**

**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	18,000	1,2	

2017-2018	Same	Same	
2018-2019	21,000	Same	
2019-2020	20,000	Same	

**9. Nutrition Counseling**

**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	10	1	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	Same	Same	

**10. Transportation (Access)**

**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	3,000	1,2	
2017-2018	Same	Same	
2018-2019	8,000	Same	
2019-2020	8,500	Same	

**11. Legal Assistance**

**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	100	1,2	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	Same	Same	

**12. Nutrition Education**

**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	2,400	1	
2017-2018	Same	Same	

2018-2019	Same	Same	
2019-2020	Same	Same	

**13. Information and Assistance (Access)**

**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	800	1,2,3	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	Same	Same	

**14. Outreach (Access)**

**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2016-2017	-0-	-0-	
2017-2018	-0-	-0-	
2018-2019	-0-	-0-	
2019-2020	-0-	-0-	

**15. NAPIS Service Category – “Other” Title III Services**

**Other Supportive Service Category Telephone Reassurance (InHome)**

**Unit of Service 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers
2016-2017	120	1	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	Same	Same	

**16. Title IID/ Disease Prevention and Health Promotion**

**Unit of Service = 1 Contact (Healthy IDEAS) 1 session per participant (WISE)**

**Service Activities: Healthy IDEAS (2016-2017) Wellness Initiative for Senior Education (WISE) (2017-2020)**

- **Title IID/ Disease Prevention and Health Promotion:** Enter required program goal and objective numbers in the Title III D Service Plan Objective Table below:

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (Required)
2016-2017	25	1	1.9
2017-2018	30	Same	Same
2018-2019	30	Same	Same
2019-2020	20	Same	Same

DRAFT

**TITLE IIIB and Title VIIA:**  
**LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM**  
**OUTCOMES**

**2016–2020 Four-Year Planning Cycle**

**Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3),(5)]**

**Measures and Targets:**

**A. Complaint Resolution Rate (AoA Report, Part I.E, Actions on Complaints)**

The average California complaint resolution rate for FY 2013-2014 was 73%.

1. FY 2014-2015 Baseline Resolution Rate: Number of complaints resolved <u>70</u> + Number of partially resolved complaints <u>1</u> divided by the Total Number of Complaints Received <u>86</u> = Baseline Resolution Rate <u>83%</u> FY 2016-17 Target Resolution Rate <u>90%</u>
2. FY 2015-2016 Baseline Resolution Rate: Number of complaints resolved <u>69</u> + Number of partially resolved complaints <u>11</u> divided by the Total Number of Complaints Received <u>104</u> = Baseline Resolution Rate <u>77%</u> FY 2017-18 Target Resolution Rate <u>90%</u>
3. FY 2016-2017 Baseline Resolution Rate: Number of complaints resolved <u>90</u> + Number of partially resolved complaints <u>0</u> divided by the Total Number of Complaints Received <u>113</u> = Baseline Resolution Rate <u>80%</u> FY 2018-19 Target Resolution Rate <u>90%</u>
4. FY 2017-2018 Baseline Resolution Rate: Number of complaints resolved <u>93</u> + Number of partially resolved complaints <u>0</u> divided by the Total Number of Complaints Received <u>111</u> = Baseline Resolution Rate <u>84%</u> FY 2019-20 Target Resolution Rate <u>90%</u>
Program Goals and Objective Numbers: <u>1</u>

**B. Work with Resident Councils (AoA Report, Part III.D.8)**

1. FY 2014-2015 Baseline: number of Resident Council meetings attended <u>17</u> FY 2016-2017 Target: <u>15</u>
2. FY 2015-2016 Baseline: number of Resident Council meetings attended <u>15</u> FY 2017-2018 Target: <u>15</u>
3. FY 2016-2017 Baseline: number of Resident Council meetings attended <u>23</u> FY 2018-2019 Target: <u>15</u>
4. FY 2017-2018 Baseline: number of Resident Council meetings attended <u>14</u> FY 2019-2020 Target: <u>15</u>
Program Goals and Objective Numbers: <u>1</u>

**C. Work with Family Councils (AoA Report, Part III.D.9)**

1. FY 2014-2015 Baseline number of Family Council meetings attended <u>-0-</u> FY 2016-2017 Target: <u>2</u>
2. FY 2015-2016 Baseline number of Family Council meetings attended <u>-0-</u> FY 2017-2018 Target: <u>1</u>
3. FY 2016-2017 Baseline number of Family Council meetings attended <u>0</u> FY 2018-2019 Target: <u>1</u>
4. FY 2017-2018 Baseline number of Family Council meetings attended <b>11</b> FY 2019-2020 Target: <b>6</b>
Program Goals and Objective Numbers: <u>1</u>

**D. Consultation to Facilities (AoA Report, Part III.D.4)** Count of instances of ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by telephone, letter, email, fax, or in person.

1. FY 2014-2015 Baseline: number of consultations <u>33</u> FY 2016-2017 Target: <u>30</u>
2. FY 2015-2016 Baseline: number of consultations <u>63</u> FY 2017-2018 Target: <u>30</u>
3. FY 2016-2017 Baseline: number of consultations <u>52</u> FY 2018-2019 Target: <u>30</u>
4. FY 2017-2018 Baseline: number of consultations <b>53</b> FY 2019-2020 Target: <b>30</b>
Program Goals and Objective Numbers: <u>1</u>

**E. Information and Consultation to Individuals (AoA Report, Part III.D.5)** Count of instances of ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by: telephone, letter, email, fax, or in person.

1. FY 2014-2015 Baseline: number of consultations <u>49</u> FY 2016-2017 Target: <u>50</u>
2. FY 2015-2016 Baseline: number of consultations <u>194</u> FY 2017-2018 Target: <u>50</u>
3. FY 2016-2017 Baseline: number of consultations <u>118</u> FY 2018-2019 Target: <u>50</u>
4. FY 2017-2018 Baseline: number of consultations <b>91</b> FY 2019-2020 Target: <b>50</b>
Program Goals and Objective Numbers: <u>1</u>

**F. Community Education (AoA Report, Part III.D.10)**

1. FY 2014-2015 Baseline: number of sessions <u>1</u> FY 2016-2017 Target: <u>2</u>
2. FY 2015-2016 Baseline: number of sessions <u>3</u> FY 2017-2018 Target: <u>2</u>
3. FY 2016-2017 Baseline: number of sessions <u>8</u> FY 2018-2019 Target: <u>2</u>
4. FY 2017-2018 Baseline: number of sessions <u>4</u> FY 2018-2019 Target: <u>2</u>
Program Goals and Objective Numbers: <u>1</u>

**G. Systems Advocacy**

<b>Systemic Advocacy Effort(s) for the current fiscal year: 2018-2019</b> The Ombudsman will be developing a "Meet and Greet" process with LTC facility staff and administrators to help educate on the role of the Ombudsman and provide regular training for staff to reduce facility frustration with Ombudsman and promote a working relationship that ensures the rights of residents are the priority at all times.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Outcome 2. Residents have regular access to an Ombudsman. [(OAA Section 712(a)(3)(D), (5)(B)(ii)]**

**Measures and Targets:**

**A. Facility Coverage (other than in response to a complaint), (AoA Report, Part III.D.6)**

1. FY 2014-2015 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2016-2017 Target: <u>100%</u>
2. FY 2015-2016 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2017-2018 Target: <u>100%</u>
3. FY 2016-2017 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2018-2019 Target: <u>100%</u>
4. FY 2017-2018 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint <u>2</u> divided by the total number of Nursing Facilities <u>2</u> = Baseline <u>100%</u> FY 2019-2020 Target: <u>100%</u>
Program Goals and Objective Numbers: <u>1</u>

**B. Facility Coverage (other than in response to a complaint) (AoA Report, Part III.D.6)**

1. FY 2014-2015 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100%</u> FY 2016-2017 Target: <u>100%</u>
2. FY 2015-2016 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100%</u> FY 2017-2018 Target: <u>100%</u>
3. FY 2016-2017 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100%</u> FY 2018-2019 Target: <u>100%</u>
4. FY 2017-2018 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100%</u> FY 2019-2020 Target: <u>100%</u>
Program Goals and Objective Numbers: <u>1</u>

**C. Number of Full-Time Equivalent (FTE) Staff (AoA Report Part III. B.2. - Staff and Volunteers)**

1. FY 2014-2015 Baseline: <u>1.37</u> FTEs FY 2016-2017 Target: <u>1.37</u> FTEs
2. FY 2015-2016 Baseline: <u>.77</u> FTEs FY 2017-2018 Target: <u>.77</u> FTEs
3. FY 2016-2017 Baseline: <u>.82</u> FTEs FY 2018-2019 Target: <u>.82</u> FTEs
4. FY 2017-2018 Baseline: <u>.77</u> FTEs FY 2019-2020 Target: <u>1.25</u> FTEs
Program Goals and Objective Numbers: <u>1</u>

**D. Number of Certified LTC Ombudsman Volunteers (AoA Report Part III. B.2. – Staff and Volunteers)**

1. FY 2014-2015 Baseline: Number of certified LTC Ombudsman volunteers <u>3</u> FY 2016-2017 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
2. FY 2015-2016 Baseline: Number of certified LTC Ombudsman volunteers <u>4</u> FY 2017-2018 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
3. FY 2016-2017 Baseline: Number of certified LTC Ombudsman volunteers <u>2</u> FY 2018-2019 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
4. FY 2017-2018 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2019-2020 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
Program Goals and Objective Numbers: <u>1</u>

**Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [OAA Section 712(c)]**



**Measures and Targets:**

The LTC Ombudsman program will enter data into ODIN in a timely manner, to ensure data is complete for each quarter. Will regularly attend NORS Consistency training opportunities provided by OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC).

PSA 16

**TITLE VIIA ELDER ABUSE PREVENTION  
SERVICE UNIT PLAN OBJECTIVES**

**Units of Service: AAA must complete at least one category from the Units of Service below.**

**TITLE VIIA ELDER ABUSE PREVENTION SERVICE UNIT PLAN  
OBJECTIVES**

The agency receiving Title VIIA Elder Abuse Prevention funding is: Inyo County Health and Human Services - ESAAA

<b>Fiscal Year</b>	<b>Total # of Public Education Sessions</b>
2016-2017	-0-
2017-2018	-0-
2018-2019	-0-
2019-2020	-0-

<b>Fiscal Year</b>	<b>Total # of Training Sessions for Professionals</b>
2016-2017	-0-
2017-2018	-0-
2018-2019	-0-
2019-2020	-0-

<b>Fiscal Year</b>	<b>Total # of Training Sessions for Caregivers served by Title IIIIE</b>
2016-2017	-0-
2017-2018	-0-
2018-2019	-0-
2019-2020	-0-

<b>Fiscal Year</b>	<b>Total # of Hours Spent Developing a Coordinated System</b>
2016-2017	-0-
2017-2018	-0-
2018-2019	-0-
2019-2020	-0-

<b>Fiscal Year</b>	<b>Total # of Copies of Educational Materials to be Distributed</b>	<b>Description of Educational Materials</b>
--------------------	---------------------------------------------------------------------	---------------------------------------------

2016-2017	5,000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement
2017-2018	Same	Same
2018-2019	Same	Same
2019-2020	Same	Same

<b>Fiscal Year</b>	<b>Total Number of Individuals Served</b>
2016-2017	5000
2017-2018	Same
2018-2019	Same
2019-2020	Same

DRAFT

**TITLE IIIE SERVICE UNIT PLAN OBJECTIVES****CCR Article 3, Section 7300(d)****2012–2016 Four-Year Planning Period**

This Service Unit Plan (SUP) uses the five broad federally-mandated service categories defined in PM 11-11. Refer to the CDA Service Categories and Data Dictionary Revisions Effective July 1, 2011 for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

**Direct and/or Contracted IIIE Services**

<b>CATEGORIES</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Family Caregiver Services Caring for Elderly</b>	<b><i>Proposed</i> Units of Service</b>	<b><i>Required</i> Goal #(s)</b>	<b><i>Optional</i> Objective #(s)</b>
<b>Information Services</b>	<b># of activities and Total est. audience for above</b>		
2016-2017	# of activities: -0- Total est. audience for above:		
2017-2018	# of activities: -0- Total est. audience for above:		
2018-2019	# of activities: -0- Total est. audience for above:		
2019-2020	# of activities: -0- Total est. audience for above:		
<b>Access Assistance</b>	<b>Total contacts</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		
<b>Support Services</b>	<b>Total hours</b>		
2016-2017	15	1	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	Same	Same	

<b>Respite Care</b>	<b>Total hours</b>		
2016-2017	100	1	
2017-2018	Same	Same	
2018-2019	Same	Same	
2019-2020	<b>200</b>	Same	
<b>Supplemental Services</b>	<b>Total occurrences</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		

**Direct and/or Contracted IIE Services**

<b>Grandparent Services Caring for Children</b>	<i>Proposed</i> <b>Units of Service</b>	<i>Required</i> <b>Goal #(s)</b>	<i>Optional</i> <b>Objective #(s)</b>
<b>Information Services</b>	<b># of activities and Total est. audience for above</b>		
2016-2017	# of activities: -0- Total est. audience for above:		
2017-2018	# of activities: -0- Total est. audience for above:		
2018-2019	# of activities: -0- Total est. audience for above:		
2019-2020	# of activities: -0- Total est. audience for above:		

<b>Grandparent Services Caring for Children</b>	<b><i>Proposed</i> Units of Service</b>	<b><i>Required</i> Goal #(s)</b>	<b><i>Optional</i> Objective #(s)</b>
<b>Access Assistance</b>	<b>Total contacts</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		
<b>Support Services</b>	<b>Total hours</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		
<b>Respite Care</b>	<b>Total hours</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		
<b>Supplemental Services</b>	<b>Total occurrences</b>		
2016-2017	-0-		
2017-2018	-0-		
2018-2019	-0-		
2019-2020	-0-		

**SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)**

PSA 16 Not Providing

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)  
SERVICE UNIT PLAN  
CCR Article 3, Section 7300(d)**

**HICAP Legal Services Units of Service (if applicable) <sup>4</sup>**

<b>Fiscal Year (FY)</b>	<b>3.1 Estimated Number of Clients Represented Per FY (Unit of Service)</b>	<b>Goal Numbers</b>
2016-2017	-0-	
2017-2018	-0-	
2018-2019	-0-	
2019-2020	-0-	
<b>Fiscal Year (FY)</b>	<b>3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)</b>	<b>Goal Numbers</b>
2016-2017	-0-	
2017-2018	-0-	
2018-2019	-0-	
2019-2020	-0-	
<b>Fiscal Year (FY)</b>	<b>3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)</b>	<b>Goal Numbers</b>
2016-2017	-0-	
2017-2018	-0-	
2018-2019	-0-	
2019-2020	-0-	

<sup>4</sup> Requires a contract for using HICAP funds to pay for HICAP Legal Services.

**ADVISORY COUNCIL MEMBERSHIP  
2016-2020 Four-Year Planning Cycle**

---

OAA 2006 306(a)(6)(D)  
45 CFR, Section 1321.57  
CCR Article 3, Section 7302(a)(12)

---

Total Council Membership (include vacancies)      9

Number of Council Members over age 60      8

<b>Race/Ethnic Composition</b>	<u>% of PSA's 60+Population</u>	<u>% on Advisory Council</u>
White	64.35%	89%
Hispanic	24.55%	0
Black	.9%	0
Asian/Pacific Islander	2.2%	0
Native American/Alaskan Native	8%	11%
Other (2 or more)	2.95%	0

**Name and Title of Officers:**

**Office Term Expires:**

Roger Rasche (Scheduled for Board Approval 4/2)	December 2020
Sandy Lund (Scheduled for Board Approval 4/2)	December 2020
Kelli Huntsinger	December 2019
Rachel Lober	December 2020
Phyllis Mikalowsky	December 2020
Dan Totheroh	January 2020
Karen Hoodman	December 2019
Georgette Noble	December 2019
JoAnn Poncho	December 2019

**Name and Title of other members:**

**Office Term Expires:**

(no other members)	

Indicate which member(s) represent each of the "Other Representation" categories listed below.

	Yes	No	
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche, Phyllis Mikalowsky, Karen Hoodman, Georgette Noble
Disabled Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche, Phyllis Mikalowsky, Georgette Noble
Supportive Services Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Huntsinger
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Huntsinger
Family Caregiver Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Phyllis Mikalowsky
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dan Totheroh
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rachel Lober, Kelli Huntsinger, JoAnn Poncho, Sandra Lund, Roger Rasche

Explain any "No" answer(s): Not Applicable.

Briefly describe the local governing board's process to appoint Advisory Council members:

Vacant positions will be advertised in local media, and includes targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office. All such meetings at publicly noticed in accordance with Brown Act requirements.



**2016-2020 Four-Year Area Planning Cycle**

---

This section must be completed and submitted with the Four-Year Area Plan.  
Any changes to this Section must be documented on this form and remitted with Area Plan Updates.<sup>5</sup>

---

1. The mission of ESAAA's Legal Assistance services is to ensure justice, dignity, health, security, maximum autonomy and independence to older residents by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy. The purpose of Legal Assistance is to deliver high quality, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the PSA, with the following considerations:
  - Recognition of targeted populations: those in greatest social and economic need, disadvantaged or vulnerable older adults.
  - Recognition that Legal Assistance is part of a continuum of care that must be coordinated with other ESAAA services to economize costs and develop systems for greatest impact.
  - Address all Older Americans Act legal services (caregiver, hotline, IIIB).
  - Empowerment of older persons to secure their own rights.
  - Protection against threat/loss of basic and essential civil rights (e.g., shelter, health care, income, personal and economic security).
  - Consideration of outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older adults.
  - Balance coordination with local needs and situations.
  
2. The local Community Needs Assessment respondents ranked their need for legal assistance 4th in prioritization of their needs, behind issues related to access and information. The minimum percentage of Title III B funding thus was set at 10% although the actual funding was set at approximately 20% to approach an adequate proportion of the very limited funding available to serve an area exceeding 13,000 square miles. The minimum percentage and funding range was reviewed at the public hearing held on **April 3, 2019** and confirmed.
  
3. Specific to legal services, there have been minimal significant changes noted in local needs, although as previously reported there has been a shift of focus from identifying legal guidance on wills and trusts as a priority to a focus on legal information and guidance on money management, credit card debt and taxes.
  
4. ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.

---

<sup>5</sup> For Information related to Legal Services, contact Chisorom Okwuosa at 916 419-7500 or [chisorom.okwuosa@aging.ca.gov](mailto:chisorom.okwuosa@aging.ca.gov)

5. The PSA 16 service area has limited legal assistance programs outside of the legal services provided privately by local California State Bar members. Information provided by the one legal assistance program, which also has historically been the primary contractor for legal services, has indicated that priority legal issues identified in the ESAAA needs assessment are consistent with the types of requests received by their program.
6. ESAAA identifies the target population in coordination with service providers and consistent with the requirements of CDA and the provisions of the OAA.
7. Specific to legal services, our targeted senior population is low-income and disabled seniors. We will reach seniors through in-person outreach at Senior Centers. Occasionally some Centers will be linked in via videoconferencing to other Centers. Written educational and outreach literature will also be used at congregate meal settings and through home-delivered meals.
8. Legal assistance service providers within PSA 16. The current contracted provider of service is California Indian Legal Services – Senior Legal Service Program.

Fiscal Year	# of Legal Assistance Services Providers
2016-2017	1
2017-2018	1
2018-2019	1
2019-2020	1

9. PSA 16 does not have a hotline for legal services.
10. Outreach methods will include a combination of written materials provided at congregate meal sites and through home-delivered meals, mailings to family caregivers, and in-person and/or videoconferenced presentations at Senior Centers throughout the PSA.

11. Geographic regions covered by each provider:

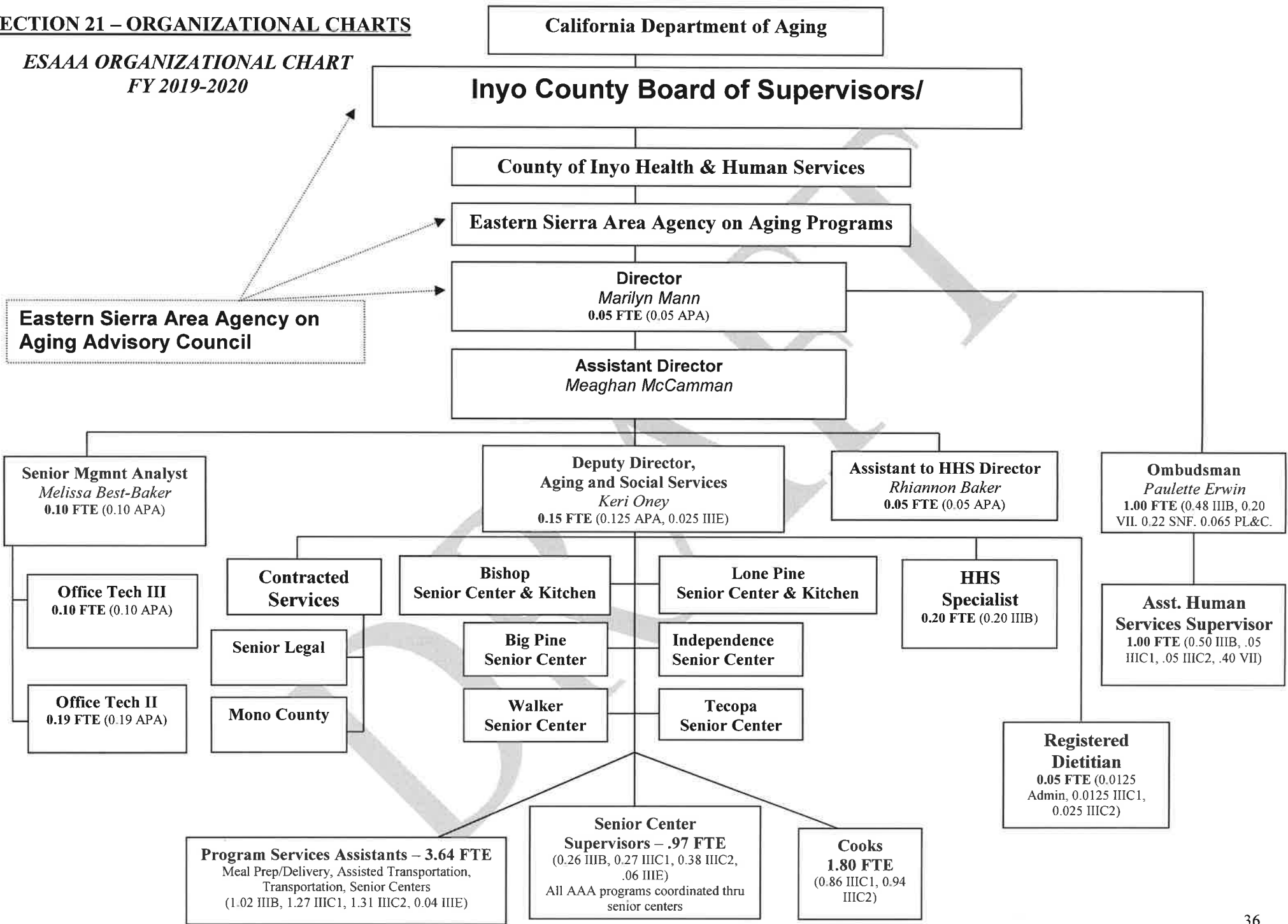
Fiscal Year	Name of Provider	Geographic Region covered
2016-2017	California Indian Legal Services – Senior Legal Services	Inyo and Mono counties
2017-2018	California Indian Legal Services- Senior Legal Services	Inyo and Mono counties
2018-2019	California Indian Legal Services- Senior Legal Services	Inyo and Mono counties
2019-2020	California Indian Legal Services- Senior Legal Services	Inyo and Mono counties

12. Older adults will access Legal Assistance Services through local telephone contact to the local Legal Assistance office, and through ESAAA sites and staff.
13. During the last four year planning process, stakeholder Needs Assessment discussions and surveys identified wills and trusts, as well as management of adult children around those same issues as priorities. However, during this four year planning process, a focus on money management, credit card debt and taxes were identified as priority areas and contracted services will be adjusted as needed.
14. As indicated above, the contracted legal service provider has also identified a shift from wills and trusts, although remaining an area of requested guidance, to more fiscal-related issues.
15. Barriers to access for legal assistance within the PSA result from the expansive 13,000+ square miles in the PSA, coupled with the sparse population. These two factors combine to make it difficult for private sector for-profit businesses or health care providers to sustain in the PSA. Therefore much of the specialty care and shopping requires extensive assistance with transportation out of the PSA, and even within the PSA. The prioritization of assistance with access to services left smaller amounts of III B funding available for legal assistance. Therefore, ESAAA will continue to coordinate with legal assistance services to provide videoconferencing capability where possible, in an effort to extend access to legal assistance.
16. The one legal service provider will be coordinating services with other ESAAA programs, the Ombudsman Coordinator, and with the local bar to ensure a continuum of legal information/services throughout the PSA.

DRAFT

**SECTION 21 – ORGANIZATIONAL CHARTS**

**ESAAA ORGANIZATIONAL CHART  
FY 2019-2020**



FY 18/19 Administrative (APA) FTE's is 0.64 = \$61,208 in Salaries and Benefits + \$16,332 in other costs (A-87, rent, etc.) for a total of \$77,540, which is covered by the CDA Administrative Allocation of \$64,192 and match in the amount of \$13,348 cash.



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

For Clerk's Use Only:  
AGENDA NUMBER

14

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

**FROM:** Planning and Water Departments

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Amendment No. Two to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC).

**DEPARTMENTAL RECOMMENDATION:** Request the Board approve Amendment No. Two to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all Sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2020 and authorize the Chairperson to sign, contingent upon adoption of future budgets and on obtaining appropriate signatures.

**SUMMARY DISCUSSION:** On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) had been providing hydrological consulting services for the project previously and currently under the contract to be amended. DBSA's contract term is set to expire on April 25, 2019, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. Other elements of the contract, including the amount and the scope, do not need to be amended at this time.

**ALTERNATIVES:** The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the HMMP.

**OTHER AGENCY INVOLVEMENT:** None directly. Other agencies may be involved in implementation.

**FINANCING:** Adequate resources in the Planning Department budget (023800) for Fiscal Year 2018-19 in Professional and Special Service Expenses (Revenue Code 5265) and Services and Fees Revenues (Object Code 4819) are available to reflect these revenues and costs. Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date <u>04/09/2019</u>
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date <u>ys 4/9/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date <u>4/8/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Aaron S Date: 4/9/19

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Curdson Date: 4/9/19

**Attachments:** Proposed Amendment No. Two; Amendment No. One and Original Contract

**AMENDMENT NO. TWO TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

**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.

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

**COUNTY**

**CONTRACTOR**

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

By: 

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

Dated: 4/5/2019

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO ACCC**

**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 24<sup>th</sup> day of April 2018 an order was duly made and entered as follows:

*Planning/Water – Daniel B. Stephens & Associates Amendment 1* – Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve Amendment No. 1 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrology services to amend all sections relating to the Terms of the agreement to be April 25, 2017 to April 25, 2019, contingent upon adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 24<sup>th</sup>  
Day of April, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: <i>Planning/Water</i> DATE: <i>May 16, 2018</i>



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

For Clerk's Use Only  
AGENDA NUMBER

14

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

**FROM:** Planning and Water Departments

**FOR THE BOARD MEETING OF:** April 24, 2018

**SUBJECT:** Amendment No. One to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC).

**DEPARTMENTAL RECOMMENDATION:** Request the Board approve Amendment No. One to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all Sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2019 and authorize the Chairperson to sign, contingent upon adoption of future budgets and on obtaining appropriate signatures.

**SUMMARY DISCUSSION:** On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.


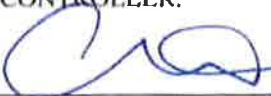

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) had been providing hydrological consulting services for the project previously and currently under the contract to be amended. DBSA's contract term is set to expire on April 25, 2018, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. Other elements of the contract, including the amount and the scope, do not need to be amended at this time.


**ALTERNATIVES:** The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the HMMP.

**OTHER AGENCY INVOLVEMENT:** None directly. Other agencies may be involved in implementation.

**FINANCING:** Adequate resources in the Planning Department budget (023800) for Fiscal Year 2017-18 in Professional and Special Service Expenses (Revenue Code 5265) and Services and Fees Revenues (Object Code 4819) are available to reflect these revenues and costs. Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

**FINANCING:** Adequate resources in the Planning Department budget (023800) for Fiscal Year 2017-18 in Professional and Special Service Expenses (Revenue Code 5265) and Services and Fees Revenues (Object Code 4819) are available to reflect these revenues and costs. Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

<b>APPROVALS</b>	
COUNTY COUNSEL:  	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/3/18</u>
AUDITOR/ CONTROLLER:  	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>4/9/2018</u>
PERSONNEL DIRECTOR:  	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/9/18</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 4/7/18  
(Not to be signed until all approvals are received)

**DEPARTMENT HEAD SIGNATURE:**  Date: 4/9/18  
(Not to be signed until all approvals are received)

**Attachments:** Proposed Amendment; and Original Contract

**AMENDMENT NO. ONE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, County and Contractor do desire to 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.

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 24th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Dated: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Daniel B. Stephens & Associates, Inc.**  
**FOR THE PROVISION OF Hydrologic Analysis SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Water Department Director

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

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

**2. TERM.**

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From \_\_\_\_\_ through \_\_\_\_\_

B. From \_\_\_\_\_ through \_\_\_\_\_

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

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

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

#### **7. COUNTY PROPERTY.**

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, 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.

#### **8. 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.

#### **9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent 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.

#### **10. DEFENSE AND INDEMNIFICATION.**

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**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 falls, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

**24. ENTIRE AGREEMENT.**

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

///

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Daniel B. Stephens & Associates, Inc.**  
**FOR THE PROVISION OF Hydrological Analysis SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
2nd DAY OF May, 2017.

**COUNTY OF INYO**

By [Signature]  
Dated: 5/2/17

**CONSULTANT**

By [Signature]  
Signature  
James A. Kelsey  
Print of Type Name  
Dated 4/18/17

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager



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

For Clerk's Use Only:  
AGENDA NUMBER

15

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

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** APR 16 2019

**SUBJECT:** Approval of Plans and Specifications for the Birchim Lane Overlay Project.

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board:

- 1) Approve the plans and specifications for the Birchim Lane Overlay Project;
- 2) Authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In June of 2017, excessive snow melt due to a large summer thunderstorm caused extraordinarily high flows in Pine Creek, resulting in severe scouring behind the southern bridge abutment on North Round Valley Road. By the time the high flows receded several weeks later, approximately 50 feet of the roadway south of the bridge had been lost to erosion.

The only alternate paved route for the community of 40 Acres to access US 395 is Birchim Lane. However, Birchim Lane is not suitable to safely handle the increased volume of traffic in its current condition. The Damage Survey Report submitted to the California Governor's Office of Emergency Services (OES) for bridge replacement funding included \$600,000 for Detour and Maintenance work on Birchim Lane. This project will add a 0.2 feet cold-mix asphalt overlay on top of the existing pavement. The Road Department has used cold mix to overlay many roads in the past and has found it can more effectively improve the ride quality of a road in poor condition. Additionally, the road can stay open to traffic during the paving process, which will greatly diminish any wait times for the community of 40 Acres during construction.

**ALTERNATIVES:**

The Board could choose not to approve the plans, specifications, and advertisement of the project. This is not recommended as currently this is the only paved road connecting the community of 40 Acres to US 395.


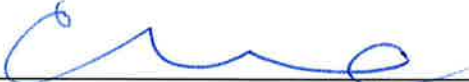
**OTHER AGENCY INVOLVEMENT:**

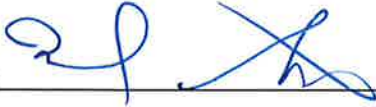
The Public Works Department for the development of the plans and specifications; County Counsel for review of the bid package, contracts and this agenda item; Auditor for the payment of all invoices.

**FINANCING:**

This project is funded by the Road Department Budget 034600, object code 5700 Construction in Progress. The project is 75% reimbursable through California OES.

**APPROVALS**

COUNTY COUNSEL:  	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/29/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/3/2019</u>

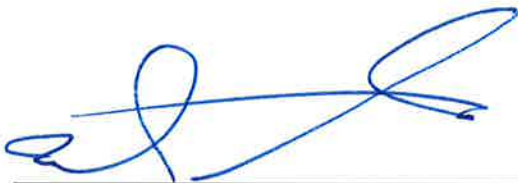
**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date: 4/3/19  
(Not to be signed until all approvals are received)

COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

**BIRCHIM LANE OVERLAY PROJECT**  
Bishop, CA

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



---

Director of Public Works

4/3/19

---

Specifications Approval Date



[PAGE INTENTIONALLY LEFT BLANK]

7-1.05	INDEMNIFICATION .....	17
7-1.06	INSURANCE.....	17
7-1.11E	TITLE VI ASSURANCES.....	19
<b>SECTION 8:</b>	<b>PROSECUTION AND PROGRESS.....</b>	<b>21</b>
8-1.03	PRE-CONSTRUCTION CONFERENCE .....	21
8-1.04B	STANDARD START .....	21
8-1.05	TIME .....	22
8-1.10	LIQUIDATED DAMAGES .....	22
<b>SECTION 9:</b>	<b>PAYMENTS.....</b>	<b>22</b>
9-1.03	SCOPE PAYMENT .....	22
9-1.07A	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL.....	22
9-1.16	PROGRESS PAYMENTS.....	22
9-1.16E	WITHHOLDS.....	23
9-1.16F	RETENTIONS.....	24
9-1.17D(3)	FINAL DETERMINATION OF CLAIMS.....	24
9-1.22	ARBITRATION .....	25
	RESOLUTION OF CONSTRUCTION CLAIMS.....	25
<b>DIVISION II – GENERAL CONSTRUCTION.....</b>		<b>30</b>
<b>SECTION 10: GENERAL .....</b>		<b>30</b>
10-4	WATER USAGE.....	30
10-6	WATERING.....	30
<b>SECTION 12: TEMPORARY TRAFFIC CONTROL .....</b>		<b>31</b>
<b>SECTION 14: ENVIRONMENTAL STEWARDSHIP .....</b>		<b>31</b>
14-2.03	ARCHAEOLOGICAL RESOURCES.....	31
14-6.02B	BIRD PROTECTION.....	32
14-8.02	NOISE CONTROL.....	32
14-11.02	REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	32
<b>SECTION 39: ASPHALT CONCRETE.....</b>		<b>32</b>
39-1	GENERAL .....	32
39-1.02	MATERIALS .....	32

Birchim Lane Overlay Project– Special Provisions

# BIRCHIM LANE OVERLAY PROJECT

## PROJECT NO. TR-17-034A

### SPECIAL PROVISIONS

### TABLE OF CONTENTS

STANDARD PLANS LIST.....	3
DIVISION 1 – GENERAL PROVISIONS.....	4
SECTION 1: GENERAL.....	4
1-1.01    GENERAL.....	4
1-1.07    DEFINITIONS.....	4
SECTION 2: BIDDING.....	6
2-1.01    GENERAL.....	6
2-1.06    BID DOCUMENTS.....	7
2-1.10    REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.....	7
SECTION 3: CONTRACT AWARD AND EXECUTION.....	8
3-1.01    GENERAL.....	8
3-1.04    CONTRACT AWARD.....	8
3-1.05    CONTRACT BONDS.....	9
3-1.06    CONTRACTOR LICENSE.....	9
SECTION 5: CONTROL OF WORK.....	9
5-1.13    SUBCONTRACTING.....	9
5-1.27B   RECORDS RETENTION.....	10
5-1.32    AREAS FOR USE.....	10
SECTION 6: CONTROL OF MATERIALS.....	10
6-1.04    BUY AMERICA.....	10
6-2.02    QUALITY CONTROL.....	11
SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	11
7-1.02I(2) NONDISCRIMINATION.....	11
7-1.02K    LABOR CODE.....	14
7-1.04    PUBLIC SAFETY.....	15

39-1.03	CONSTRUCTION .....	33
39-1.03A	SPREADING AND COMPACTING EQUIPMENT .....	33
39-1.03B	SURFACE PREPARATION .....	33
39-1.03B(1)	GENERAL .....	33
39-1.03B(2)	TACK COAT .....	33
39-1.03C	WEATHER LIMITATIONS .....	34
39-1.03D	WIDENING EXISTING PAVEMENT .....	34
39-1.03E	SPREADING AND COMPACTING .....	34
39-1.03E(1)	WINDROWS .....	34
39-1.03E(2)	COMPACTION OF MIXTURE .....	34
39-1.03E(3)	CORRECTING DEFICIENT AREAS .....	35
39-1.03E(4)	JOINTS .....	35
39-1.03E(4)(a)	TRANSVERSE JOINTS .....	35
39-1.03E(5)	EDGES OF PAVEMENT .....	35
39-1.03F	TESTING .....	35
39-1.03F(1)	MIXTURE PROPERTIES .....	35
39-1.03F(2)	SURFACE SMOOTHNESS .....	35
39-1.03G	DISPOSAL OF WASTE MATERIALS .....	3536
SECTION 84	MARKINGS .....	36
84-2.04	PAYMENTS .....	36

**STANDARD PLANS LIST**

The Standard Plan sheets applicable to this Contract include those listed below. The applicable Revised Standard Plans (RSP's) listed below are available at the following website:

[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-US-customary-units-new15.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new15.htm)

- A77L2 Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
- A77I3 Metal Beam Guard Railing - Reconstruct Installation
- A77N2 Midwest Guardrail System - Steel Post and Notched Wood Block Details
- A87B Hot Mix Asphalt Dikes

**INYO COUNTY PUBLIC WORKS DEPARTMENT**  
**BIRCHIM LANE OVERLAY PROJECT**  
**Project Number TR-17-034A**

**SPECIAL PROVISIONS**

**DIVISION 1 – GENERAL PROVISIONS**

**SECTION 1: GENERAL**

**1-1.01 GENERAL**

Unless otherwise stated, the work embraced herein shall be done in accordance with the Inyo County Standard Specifications and Standard Plans, dated 2015, the California Department of Transportation Standard Specifications and Standard Plans, dated 2015, and the current Manual of Uniform Traffic Control Devices, insofar as the same may apply, and in accordance with the following Special Provisions. Copies of the Inyo County Standard Plans and Standard Specifications may be obtained on the Inyo County website under Public Works ([www.inyocounty.us/county\\_directory.htm](http://www.inyocounty.us/county_directory.htm)), the Caltrans Standard Plans and Standard Specifications and the Manual of Uniform Traffic Control Devices may be obtained from the Department of Transportation. Copies are also available for review at the Inyo County Road Department.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specification is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revisions shall take precedence over and be used in lieu of the conflicting portions.

**1-1.07 DEFINITIONS**

All definitions and terms in **Section 1-1.07B, "Glossary,"** of the Standard Specifications shall apply, except whenever the following terms or pronouns are used, the intent and meaning shall be as follows:

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code.
- b) Bid Book: The Bid Package as described below.

- c) **Bid Package:** The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2010, Department of Transportation Standard Plans, dated 2010, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.
- d) **Bid Proposal:** The written offer of a bidder to perform the specified work in accordance with the Contract Documents, made out on the Bid Proposal forms furnished by the County of Inyo.
- e) **Days, Calendar Days:** Unless otherwise specified, days, or calendar days, means each and every day shown on the calendar, Saturdays, Sundays and holidays included.
- f) **Contract Documents:** The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the Owner and Contractor which amend or change the Contract, including but not limited to, contract change orders. These documents are identified in the Contract as component parts.
- g) **Contractor:** Party awarded bid contract by owner.
- h) **County:** The County of Inyo, State of California. See also "Owner."
- i) **Department:** The Department of Public Works (Roads) of the County of Inyo.
- j) **Director:** The Director of Public Works of the County of Inyo.
- k) **Department of Transportation:** The Department of Public Works (Roads) of the County of Inyo, also referred to as the County; except, where Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation.
- l) **Engineer:** The Director of Public Works of the County of Inyo, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- m) **Laboratory:** The Laboratory of the Department of Public Works (Roads) or other laboratories authorized by the Department of Public Works (Roads) of the County of Inyo to test materials and work involved in the Contract.
- n) **Owner:** The County of Inyo, State of California.
- o) **Manual of Uniform Traffic Control Devices:** The current State of California Department of Transportation publication entitled *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) administered by the Federal Highway Administration.
- p) **Project:** The erection, construction, alteration, repair or improvement of any structure, building, road, or other type improvement of any kind, which is required directly or indirectly by the Contract.
- q) **State:** State of California.
- r) **State Contract Act: Chapter 1, Division 2 of the Public Contract Code.** This contract is not subject to the provisions of this Act, except for language of said act that is specifically incorporated into this Contract by reference.

- s) Working Days: Any day, except Saturdays, Sundays, and legal holidays (as identified in **Section 1-1.07B** of the Department of Transportation Standard Specifications), and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations.

## **SECTION 2: BIDDING**

The bidder's attention is directed to the provisions in **Section 2, "Bidding,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the Proposal Form and the submission of the bid.

### **2-1.01 GENERAL**

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

- a. In accordance with **Public Contract Code Section 7106**, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.
- b. **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)** provides as follows:

Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a Subcontractor at any tier upon the Contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in **Section 1101**, with any public entity, as defined in **Section 1100**, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A state agency may determine the eligibility of any person to enter into a Contract under this article by requiring the person to submit a statement, under penalty of perjury, declaring that neither the person nor any Subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this Section within the preceding three years.

A form for the statement required by **Section 10285.1** is included in the Proposal.

- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor 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 recipient deems appropriate. **Each subcontract signed by the bidder must include this assurance.**

- d. **Federal Lobbying Restrictions** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Package. Standard Form LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included the section of the Bid Package entitled "Non-Lobbying Certification for Federal-Aid Contracts." Signing the Bid Package shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**2-1.06 BID DOCUMENTS-** The Standard Specifications is amended to read:

The Bid Book is bound in a book together with the Notice Inviting Bids, Contract and Bond Forms entitled "Bid Package."

The remainder of Section 2-1.06, "Bid Documents," of the Standard Specifications is deleted.

**2-1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS-** The Standard Specifications is amended to read:



On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after opening of the proposals.

**2-1.33B ELECTRONIC BIDS** – The Standard Specifications is amended to read:

Electronic bids will not be accepted.

### **SECTION 3: CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in **Section 3, "Contract Award and Execution,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

#### **3-1.01 GENERAL**

The award of the contract, if it is awarded, will be to the lowest **responsible** bidder whose proposal complies with all the requirements prescribed.

**3-1.04 CONTRACT AWARD** – The Standard Specifications is amended to read:

1. The right is reserved to reject any and all proposals.
2. The award of the Contract, if it is awarded, will be to the lowest, responsible, responsive bidder whose proposal complies with all the requirements prescribed. Whenever possible, such award, if made, will be made within 30 days after the opening of the proposals. However, failure of the County to make award within 30 days after the opening of the proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 10 calendar days of receipt of the Contract, as further described in **Section 3-1.18, "Contract Execution,"** of the Standard Specifications.
3. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

Birchim Lane Overlay Project– Special Provisions

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the county so that it is received within 10 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Inyo County Public Works Department  
P.O. Drawer Q  
168 North Edwards Street  
Independence, California 93526  
Attn: Director of Public Works  
760-878-0201

**3-1.05 CONTRACT BONDS** – The Standard Specifications is amended to read:

Contractor shall provide the following Surety Bonds:

1. A performance bond.
2. A payment bond.

The payment bond and the performance bond shall be in a sum equal to the contract price.

Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**3-1.06 CONTRACTOR LICENSE** – The Standard Specifications is amended to read:

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

## **SECTION 5: CONTROL OF WORK**

The bidder's attention is directed to the provisions in **Section 5, "Control of Work,"** of the Inyo County Standard Specifications and these Special Provisions.

**5-1.13 SUBCONTRACTING** – The Standard Specifications is amended to read:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code 4100 et seq., the County may exercise the remedies provided under Public Contract Code 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and do not again use a subcontractor who fails to prosecute the work satisfactorily.

**5-1.27B RECORDS RETENTION** Add the following to the Standard Specifications:

For the purpose of determining compliance with **Public Contract Code, Section 10115 et.seq.** and **Title 21, California Code of Regulations, Chapter 21, Section 2500 et.seq.**, when applicable, and all other matters connected with the performance of the Contract pursuant to **Government Code Section 8546.7**, the Contractor, subcontractors, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the Contract. The County, the State Auditor, or any duly authorized representative of the State government shall have access to any books, records, and documents of the Contractor that are pertinent to the Contract for purpose of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**5-1.32 AREAS FOR USE** – The Standard Specifications is amended to read:

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

Areas available for the use of the Contractor are designated on the plans. Use of the Contractor's work areas and other County property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in **Section 4-1.13, "Cleanup,"** of the Standard Specifications.

## **SECTION 6: CONTROL OF MATERIALS**

**6-1.04 BUY AMERICA** – Add the following to the Standard Specifications:

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in **Section 6-3.05E, "Certificates of Compliance"** of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## **6-2.02 QUALITY CONTROL**

The bidder's attention is directed to the provisions in **Section 6-2.02, "Quality Control"** of the Standard Specifications for details on the Quality Control Program requirements.

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

The bidder's attention is directed to the provisions in **Section 7, "Legal Relations and Responsibility to the Public,"** of the Inyo County Standard Specifications and these Special Provisions.

**7-1.02I(2) NONDISCRIMINATION.** Attention is directed to the following Notice that is required by **Chapter 5 of Division 4 of Title 2, California Code of Regulations.**

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause" set forth in **Section 7-1.02I(2), "Nondiscrimination,"** of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more:

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex.

Birchim Lane Overlay Project– Special Provisions

Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall also comply with the provisions of the **Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.)** and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CLAUSE CONSTRUCTION  
CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. "Administrator" means Administrator, Office of Compliance programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

b. "Minority" includes:

i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);

iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this Contract, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California (Nondiscrimination) Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.

4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Deleted
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP, and to keep records. Records for each employee shall at least include the employee's name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**NOTE: Authority cited: Sections 12935 (a) and 12990 (d), Government Code. Reference: Section 12990, Government Code.\**

## **7-1.02K      LABOR CODE**

Attention is directed to **Section 7-1.02K(2), "Wages,"** of the Standard Specifications.

Birchim Lane Overlay Project– Special Provisions

Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

The prevailing wage rates determined by the Director of Industrial Relations refer to expiration dates. If the wage determination does not refer to a predetermined wage rate to be paid after the expiration date, said wage determination shall be in effect for the life of this Contract. If the wage determination refers to a predetermined wage rate to become effective upon expiration of the wage determination and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the balance of this Contract. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**Replace the 4th paragraph of section 7-1.02K(3):**

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

**Delete 5th and 6th paragraphs of section 7-1.02K(3).**

**7-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications. In addition to any other measures taken by the Contractor pursuant to the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b. Excavations less than one foot deep.
  - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - d. Excavations parallel to a lane for the purpose of pavement widening or reconstruction.



- e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical)
  - f. Excavations protected by existing barrier or railing.
2. **Temporarily Unprotected Permanent Obstacles.** Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
  3. **Storage Areas.** Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the requirements in this section shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in **Section 12-3.08, "Type K Temporary Railing,"** of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) that was fabricated prior to January 1, 1993, and conforms to 1988 Standard Plan B11-30, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit - MPH)	WORK AREAS
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Convenience and Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

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

The Standard Specifications is amended to read:

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

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

#### **7-1.06 INSURANCE**

**Add to Section 7-1.06A:**

**Bidders' attention is directed to the insurance requirements indicated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.**

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

Nothing contained in the insurance requirements applicable to the Contract pursuant to this Contract will be construed as limiting the liability of the Contractor or the Contractor's Sureties.

**Replace sections 7-1.06B through 7-1.06I with:**

**7-1.06B Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owner's and Contractor's Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.

**7-1.06C Minimum Limits of Coverage – Maintain limits of no less than:**

1. General Liability (including operations, products, and completed operations): \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be \$5,000,000 or higher.  
If any earthwork, including, but not limited to: road work, excavation, footings, slabs, trenching, digging, etc., is required, the policy or other form of coverage shall include coverage for damage and injury caused by explosion, blasting, collapse, structural injuries, or damage to underground utilities.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Course of Construction: Not required.

**7-1.06D Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**7-1.06E Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on

behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy

2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

#### **7-1.06F 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 county. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **7-1.06G Verification of Coverage**

Furnish the County with original certificates and amendatory endorsements affecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the county's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All certificates and endorsements are to be received and approved by the County before work commences by mailing or delivering the same to the County of Inyo, Attention: Risk Manager, P. O. Drawer "N", Independence, California 93526. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications, at any time.

#### **7-1.06H Waiver of Subrogation**

Contractor hereby agrees to waive subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the county for all work performed by the Contractor, its employees, agents, and subcontractors.

#### **7-1.06I Subcontractor**

The Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The following insurance requirements are added to each section of the Standard Specifications:

#### **7-1.11E TITLE VI ASSURANCES – Add the following section to the Standard Specifications:**

Birchim Lane Overlay Project– Special Provisions

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- 1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5 Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 8: PROSECUTION AND PROGRESS**

The bidder's attention is directed to the provisions in **Section 8, "Prosecution and Progress,"** of the Inyo County Standard Specifications and these Special Provisions.

### **8-1.03 PRE-CONSTRUCTION CONFERENCE – The first paragraph of this section in the Standard Specifications is amended to read:**

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held, at a location to be determined, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference should include all major superintendents for the work and may include subcontractors.

### **8-1.04B STANDARD START – The Standard Specifications is amended to read as set forth in (a) through (f) below:**

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.
- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.
- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.

- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:
- (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
  - (2) Submit a 72-hour notice
  - (3) Obtain an encroachment permit from the Department
  - (4) Receive the Department's authorization to start
  - (5) Perform work at your own risk
  - (6) Perform work under the Contract

**8-1.05 TIME** – Add the following to the Standard Specifications

The Contractor shall diligently prosecute the project to completion before the expiration of **five (5) weeks** after the date that is deemed to be Contractor's first working day.

**8-1.10 LIQUIDATED DAMAGES** – The Standard Specifications is amended to read:

The Contractor shall pay to the County of Inyo the sum of **\$2,000.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

**SECTION 9: PAYMENTS**

The bidder's attention is directed to the provisions in **Section 9, "Payments,"** of the Inyo County Standard Specifications and these Special Provisions.

**9-1.03 SCOPE PAYMENT** – amend the last sentence of this section to read:

**Prompt Progress Payment to Subcontractors:** A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.07A PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL**

Replace "Department's" in the 5th paragraph of section 9-1.07A with:

Caltrans

**9-1.16 PROGRESS PAYMENTS** – Add the following to the Standard Specifications:

No partial payment will be made for any materials on hand that have been furnished but not incorporated into the work.

The Contractor's attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in **Business and Professions Code, Sections 7028.15(a) and 7031.**

**9-1.16E WITHHOLDS** – Add the following to the Standard Specifications

The Contractor's attention is directed to **Public Contract Code Section 10263, "Withheld payments; substitution of securities for moneys; escrow; interest,"** which reads as follows:

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.
- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-

Birchim Lane Overlay Project– Special Provisions



bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

**Prompt Payment of Funds Withheld to Subcontractors:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.16F RETENTIONS** – Amend the Standard Specifications to read:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

**9-1.17D(3) FINAL DETERMINATION OF CLAIMS** – Replace the 3rd and 4th paragraph with:

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

**9-1.22 ARBITRATION** – Amend the Standard Specifications to read:

This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

**RESOLUTION OF CONSTRUCTION CLAIMS**

All public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between Owner and Contractor under this Contract shall be governed by **Article 1.5** (commencing with **Section 20104**) of the **Public Contract Code**.

**Section 20104.2** of the **Public Contract Code** provides:

For any claim subject to this article, the following requirements apply:

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

**Section 20104.4** of the Public Contract Code provides:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986** (**Article 3** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure**) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**Section 20104.6** of the Public Contract Code provides:

Birchim Lane Overlay Project– Special Provisions

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under **Section 20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**Section 9204** of the **Public Contract Code** provides:

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

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

c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any

disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

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

## **DIVISION II – GENERAL CONSTRUCTION**

### **SECTION 10: GENERAL**

The bidder’s attention is directed to the provisions in **Section 10, “General,”** of the Standard Specifications and these Special Provisions.

**10-4 WATER USAGE** – The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, “Legal Relations and Responsibility to the Public,”** of the Standard Specifications with regards to the Contractor’s responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section **“Water Conservation”** shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7.**

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, “Dust Palliative,”** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**10-6 WATERING** – Add the following to the Standard Specifications:

Birchim Lane Overlay Project– Special Provisions

***NOTE: It will be the Contractor's sole responsibility to ascertain and verify the existence, suitability, availability, haul distance, and storage arrangements for acquiring reliable and sufficient water supplies for use on this project. Full compensation for acquiring a reliable water supply shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.***

## **SECTION 12: TEMPORARY TRAFFIC CONTROL**

Attention is directed to Sections 12-4, "Maintaining Traffic," 12-5, "Traffic Control System for Lane Closure," 12-8, "Temporary Pavement Delineation," and 12-3.06, "Construction Area Signs" of the Standard Specifications and 7-1.04, "Public Safety" of these Special Provisions. All temporary traffic control must comply with the California MUTCD, Part 6, "Temporary Traffic Control".

Traffic delays shall be a maximum of twenty (20) minutes in each direction, and shall not occur during the hours of 7:00am to 8:30am.

During the evening and when construction operations are not occurring, both lanes shall be open for traffic. The Contractor will be allowed to select the order and extent of operations to be performed during a workday. However, the area under construction shall be properly prepared and opened to public traffic after working hours. The Contractor shall submit a Staging Plan to the Engineer for approval that shall describe the order of construction operations and the provisions to be made for opening lanes to public traffic.

**Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks, and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.**

## **SECTION 14: ENVIRONMENTAL STEWARDSHIP**

### **14-2.03      ARCHAEOLOGICAL RESOURCES**

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance



with the procedures and requirements delineated within **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

**14-6.02B BIRD PROTECTION** – Amend paragraph 2 of the Section to read:

The Department anticipates nesting or attempted nesting from **April 15 to September 1.**

**14-8.02 NOISE CONTROL** – The Standard Specifications is amended to read:

The noise level from the Contractor's operations between the hours of 7:00 p.m. and 7:00 a.m. shall not exceed 86 dBA at a distance of 15 m {50 feet}. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**14-11.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** – Add the following to the Standard Specifications:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in **Section 25914.1 of the Health and Safety Code**, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with **Section 25914.1 of the Health and Safety Code**, removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

## **SECTION 39: ASPHALT CONCRETE**

**39-1 GENERAL** - Amend the Standard Specifications to read as follows:

This work consists of producing and placing cold mix asphalt and shall comply with this section of the Special Provisions. You may use any method that can achieve same or better results as specified in the following sections. However, grader lay method is generally preferred by Inyo County Road Department for overlay on poor condition roads.

**39-1.02 MATERIALS** – Amend the Standard Specifications to read as follows:

Cold Asphalt Concrete (CAC): Provide an asphalt concrete mixture composed of crushed stone or gravel and asphalt cement mixed in an approved plant. Ensure that the gradation and quality of the aggregate

and the grade and quality of asphalt binder conform to those normally used in the construction of highways by Federal or State agencies.

The grade of asphalt cutback for this work shall be slow-cure, conforming to ASTM D 2026 [SC-3000].

The aggregate must comply with ½ inch grading.

Asphalt Concrete shall be stored in a stockpile in a clean area to prevent contamination. The completed mixture shall be stockpiled, unless otherwise directed by the Engineer, for a minimum of 2 weeks prior to placement on the road surface.

**39-1.03 CONSTRUCTION** – Amend the Standard Specifications to read as follows:

**39-1.03A SPREADING AND COMPACTING EQUIPMENT**

CAC may be spread with a paver or with a grader, according to the contractor’s preference.

Use equipment capable of obtaining compaction requirements. The compacting units may be of any type, provided that they are capable of compacting each lift of material as specified, and that they meet the minimum requirements specified below. Heavier compacting units may be required to achieve the specified density of the embankment. Minimum requirements for rollers are as follows:

- a. Steel-wheel rollers, other than the vibratory type, shall be capable of exerting a force of not less than 4.5 kg/mm of width of the compression roll or rolls.
- b. Pneumatic-tire rollers shall have smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 550 kPa.

**39-1.03B SURFACE PREPARATION**

**39-1.03B (1) GENERAL**

Before placing asphalt or tack coat, remove loose dirt, rocks, and other extraneous material by any means including flushing and sweeping. Also, remove all painted pavement markings by grinding.

**39-1.03B (2) TACK COAT**

A tack coat of asphaltic emulsion shall be furnished and applied in conformance with the provisions in **Section 94, “Asphaltic Emulsions.”** The tack coat shall be applied to all horizontal and vertical surfaces of the existing pavement and construction joints or new pavement edge (overlay and transition) cold joints upon and against which new or additional asphalt concrete surfacing material is to be placed, to a pavement to be surfaced, and to any other surfaces designated in the special provisions. The tack coat shall be applied in one application at a rate of 0.1-gallon per square yard of surface covered, or in more than one application, if so ordered by the Engineer, and/or at an exact application rate to be determined by the Engineer.”

Equipment for the application of tack coat must comply with section 37-1.03B (of the Standard Specifications).

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under Section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Tack coat asphaltic emulsion shall be applied only so far in advance of placing the surfacing as may be permitted by the Engineer. Immediately in advance of placing asphalt concrete, additional tack coat shall be applied, as directed by the Engineer, to areas where the tack coat has been damaged. Loose or extraneous materials shall be removed prior to application of the tack coat and placement of the asphalt concrete. Full compensation for providing and applying the tack coat shall be included in the contract price paid for asphalt concrete.

#### **39-1.03C WEATHER LIMITATIONS**

Place cold asphalt concrete pavement on unfrozen, reasonably dry surface when the temperature of the road surface, in the shade, is above 15 °C, and it is not raining or snowing, or predicted to rain or snow within 24 hours after placement.

#### **39-1.03D WIDENING EXISTING PAVEMENT**

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing asphalt over the existing pavement.

#### **39-1.03E SPREADING AND COMPACTING**

If, at any time during compaction, the asphalt mixture exhibits undue rutting or showing, rolling should be stopped. Compaction should not be attempted until there is sufficient reduction in moisture or diluent content occurring either naturally or through aeration.

##### **39-1.03E (1) WINDROWS**

When windrows are used, construct them of such size and shape to allow adequate mixing of materials without segregation, ensuring that the required thickness of pavement can be constructed.

##### **39-1.03E (2) COMPACTION OF MIXTURE**

Conduct compaction of the mixture to satisfy density, grade, and smoothness requirements. Roll bituminous mixtures until all roller marks are eliminated, and a field density of at least 90 percent of the

theoretical maximum density has been obtained when tested in accordance with ASTM D2041/D2041M.

### **39-1.03E (3) CORRECTING DEFICIENT AREAS**

Remove mixture that becomes contaminated with foreign material, or is defective in any way, to the full thickness of the course. Cut the hole with sides vertical and perpendicular to each other, with one side parallel to the direction of traffic. Do not skin patch rolled areas to correct low areas and do not be mill rolled areas to correct high areas. Place fresh paving mixture in holes in sufficient quantity to produce a finished surface conforming to grade and smoothness requirements. Paving mixture shall be aerated, if necessary, and shall be compacted to the density specified herein.

### **39-1.03E (4) JOINTS**

Joints shall present the same texture, density, and smoothness as other sections of the course. Carefully make joints between old and new pavements or between successive days' work to ensure continuous bond between old and new sections of the course.

#### **39-1.03E (4)(a) TRANSVERSE JOINTS**

Pass the roller over the unprotected end of freshly laid mixture only when laying of the course has been discontinued. Cut back the edge of the previously laid course to expose even, vertical surface for the full thickness of the course. The fresh mixture shall be raked against the joints, thoroughly tamped, and then rolled.

### **39-1.03E (5) EDGES OF PAVEMENT**

Edges of pavement shall be straight and true to required lines. After final rolling, cut off and square excess material and dispose of, as directed.

### **39-1.03F TESTING**

Perform field tests in sufficient numbers to ensure that the specifications are being met. Submit copies of test results within 24 hours of completion of tests. Testing is the Contractor's responsibility and performed by an approved laboratory. Perform the following tests at the appropriate time, as the minimum acceptable for each type of operation.

#### **39-1.03F (1) MIXTURE PROPERTIES:**

Obtain a sample of the cold mix for every 1500 tons of the mix. Determine the asphalt content of the mix.

#### **39-1.03F (2) SURFACE SMOOTHNESS:**

Take measurements for deviation from surface smoothness with a 12-foot straightedge. The finished surface of the layer shall not deviate more than 0.04 feet from the testing edge of the straightedge in the longitudinal direction. In the transverse direction, the finished surface must not deviate more than 0.06

feet from the testing edge of the straightedge. Place the straightedge parallel and perpendicular to the centerline of each lane paved at intervals of 500 feet or wherever requested by the County engineer. Record the locations and deviations from the straightedge of all measurements. Remove defective areas and replace them with fresh paving mixture at no additional cost to the County.

**39-1.03G DISPOSAL OF WASTE MATERIALS**

Remove and dispose of all waste and/or unused materials from the site after the work is finished.

**SECTION 84 MARKINGS**

Painting pavement markings shall conform to the provisions in **Section 84-2, “Traffic Stripes and Pavement Markings,”** of the Standard Specifications and these Special Provisions.

Paint for pavement markings shall conform to **Section 84-2.02C, “Paint,”** of the Standard Specifications as follows: Paint Type (Water Borne Traffic Line); Color (White); **State Specification No. 8010-20B.**

Glass beads shall conform to **Section 84-2.02D, “Glass Beads,”** of the Standard Specifications as follows: **State Specification No. 8010-004 (Type II).**

The Contractor’s attention is directed to **Sections 84-2.03c(3), “Painted Traffic Stripes and Pavement Markings”** of the Standard Specifications, which shall be adhered to, where applicable, by the Contractor at the direction and approval of the Engineer.

**84-2.04 PAYMENTS** - the Standard Specifications is amended to read as follows:

Painted pavement markings will be measured by the square yard for the actual area painted.

The contract price paid per square yard of pavement marking, of the number of coats designated in the Engineer's Estimate, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting pavement markings, including establishing alignment and layout work, complete in place, as shown on the plans, as specified in the specifications and these Special Provisions, and as directed by the Engineer.

# **PLANS**

**FOR**

**BIRCHIM LANE OVERLAY PROJECT**  
Bishop, California

# BID PACKAGE



## FOR CONSTRUCTION ON COUNTY ROADS IN INYO COUNTY

### **Birchim Lane Overlay Project**

Birchim Lane, Bishop, CA

**FOR USE IN CONNECTION WITH STATE OFFICE OF EMERGENCY SERVICES  
FUNDED CONSTRUCTION PROJECTS ADMINISTERED UNDER THE STANDARD  
PLANS AND STANDARD SPECIFICATIONS, DATED 2015, OF THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION, AND GENERAL PREVAILING WAGE  
RATES AND LABOR SURCHARGE AND EQUIPMENT RENTAL RATES**

[PAGE INTENTIONALLY LEFT BLANK]



# Birchim Lane Overlay Project

## TABLE OF CONTENTS

### I. NOTICE INVITING BIDS

<u>II.</u> BID PROPOSAL FORMS FOR.....	1
BID PROPOSAL FORM .....	2
BID ITEM LIST .....	5
BIDDER'S BUSINESS INFORMATION: .....	7
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT .....	9
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....	9
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT .....	11
CONTRACTOR'S LABOR CODE CERTIFICATION.....	12
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION .....	13
Noncollusion Affidavit.....	14
LOCAL BUSINESS PREFERENCES.....	15
Small Business Enterprise Commitment (Construction Contracts).....	18
FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES .....	20
CASHIER'S OR CERTIFIED CHECK.....	22
BID BOND .....	23

### III. CONTRACT AND BONDS

### IV. SPECIAL PROVISIONS

[PAGE INTENTIONALLY LEFT BLANK]

# **NOTICE INVITING BIDS FOR**

## **Birchim Lane Overlay Project**

Birchim Lane, Bishop, CA

\_\_\_\_\_ 2019

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT**

## NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for the:

### **Birchim Lane Overlay Project**

The project location is briefly described below:

Birchim Lane, approximately 11 miles north of Bishop California, near the community of 40 Acres.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$30.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available download at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us).

**Bidders must register as plan holders with Inyo County Public Works Department to be able to submit a bid.** Bidders who fail to notify the County that they are plan holders may not be informed of the issuance of any addenda. If the County issues any addenda to the bid packages that are not acknowledged by the bidder, the bid proposal may be rejected.

**Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:**

### **Birchim Lane Overlay Project**

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

#### **General Work Description:**

The Birchim Lane Overlay Project consists of a 0.2 foot cold mix overlay, application of pavement markings, and removal of problem roots on approximately 1.3 miles of 20' to 22' wide road. The operations will also require construction of shoulder backing, removal and application of pavement markings, construction area signs and the implementation of a traffic control plan. You must perform, place, construct or install other items and details not mentioned here as shown on the plans and as described in the special provisions and Standard Specifications.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, *Inyo County Standard Specifications and Standard Plans*, dated 2015, *Department of Transportation Standard Specifications and Standard Plans*, dated 2015, special provisions, project plans, and current edition of the *Manual of Uniform Traffic Control Devices*, and any other documents incorporated therein by reference. Bids are required for the entire work

described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

**General requests for information, such as how to order bid packages, engineer's estimate, plan holders list, bid results or summaries, subcontractor lists, or similar information should be directed to the receptionist at the Inyo County Public Works Department at 760-878-0201.**

**Technical questions related to engineering, site conditions, materials, construction methods, or testing should be directed to Ashley Helms of Inyo County Public Works at [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us) or 760-878-0200.**

**All Requests for Information (RFI) must be submitted by 5:00 p.m. on \_\_\_\_\_, 2019. Submit RFIs by fax (760-878-2001 Attn: Ashley Helms) or by email to [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us). The County of Inyo will not respond to any RFIs submitted after that time.**

**A mandatory job walk for this project has been scheduled for \_\_\_\_\_, 2019 at \_\_\_\_\_, at the intersection of Birchim Lane and Old Sherwin Grade Road. If unable to attend on this date, bidders are required to contact Chris Cox on 760-878-0230 to schedule an alternate time for the visit prior to preparing their bid.**

Each bid must be accompanied by a cashier's check, a certified check, or a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount of the bid, and made payable to the County of Inyo. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the county and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the county if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the county for sixty (60) days or until the contract is fully executed by the successful bidder and the county, whichever occurs first.

The basis of contract award will be the responsive, low-bid amount indicated for the scope of work.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

The contractor, subcontractor, or the sub-recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract.

The contract is subject to, and incorporates by reference, the provisions of **Public Contract Code Section 22300**, pursuant to which the contractor is permitted to substitute securities for earned retentions or have them placed in escrow at the contractor's expense.

The contract is also subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code Section 12990, et seq.**

Pursuant to **Section 1773** of the **Labor Code**, to which this contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled *General Prevailing Wage Rates*. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such

rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

Attention is directed to the federal minimum wage rate requirements of this project. If there is a difference between the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The county will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the federal minimum wage rate, which most closely approximates the duties of the employees in question.

The bidder and all subcontractors must be licensed as required by law at the time the bid is accepted and the contract is awarded. The bid will not be accepted nor a contract awarded without proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is Class A or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

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

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1 of the Department of Transportation Standard Specifications, dated 2015.

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

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

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

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

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

County of Inyo  
Public Works Department



---

Michael Errante, P.E.  
Director of Public Works

Dated: 4/3, 2019

[PAGE INTENTIONALLY LEFT BLANK]



# **BID PROPOSAL FORMS FOR**

## **Birchim Lane Overlay Project**

Birchim Lane, Bishop, CA

\_\_\_\_\_ 2019

**BID PROPOSAL FORM**

To: COUNTY OF INYO  
Public Works Department  
168 N. Edwards Street  
P.O. Drawer Q  
Independence, California 93526  
(Herein called the "Owner")

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called the "Contractor").

**FOR: BIRCHIM LANE OVERLAY (Herein called "Project")**

Bids will be opened at 3:30 P.M. on \_\_\_\_\_, 2019 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the Project. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2015; the Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the Project requires the contractor to deliver a complete and finished asphalt concrete roadway overlay and additional associated work. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **5 weeks** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is a bid bond from an admitted corporate surety on the form provided in the bid package ( ), or a certified or cashier's check ( ), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the labor code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the labor code at the time the contract is awarded.

The meanings of words used in these bid proposal forms are the same as set forth in **Section 1-1.02, "Definitions and Terms"** of the special provisions relating to this project.

**ACCEPTANCE:**

The owner reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within eight (8) working days, not including Saturdays, Sundays, and legal holidays, after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the

extension of the item price bid on the basis of the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the following item prices:

**BID ITEM LIST  
BIRCHIM LANE OVERLAY PROJECT**

**BIDDER'S COMPANY NAME:** \_\_\_\_\_  
**ABBREVIATIONS:** CY = CUBIC YARD      CMA = COLD MIX ASPHALT

LS = LUMP SUM                      SY = SQUARE YARD

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUANTITY	UNIT PRICE	TOTAL DOLLARS
1	MOBILIZATION	LS	1	\$	\$
2	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
3	TRAFFIC CONTROL	LS	1	\$	\$
4	REMOVE EXISTING PAVEMENT MARKINGS	SY	9	\$	\$
5	APPLY PAVEMENT MARKINGS	SY	18	\$	\$
6	CMA – SC3000, 1/2"	TON	2400	\$	\$
7	SHOULDER BACKING	CY	50	\$	\$

**TOTAL BID (IN NUMBERS)** \_\_\_\_\_

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

**REVIEWED AND CHECKED BY:** \_\_\_\_\_

(For County Use)

**TIME OF COMPLETION:**

The undersigned further specifically agrees to complete all the work within **five (5) weeks after receipt of Notice to proceed** as required by **Section 8-1.05** of the Special Provisions.

**BID SECURITY:**

The required ten percent (10%) Bid Security for this bid is attached in the form of:  
(Note: Check and complete one of the following items)

( ) Bid bond issued by \_\_\_\_\_,  
an admitted corporate surety on the form provided in the bid package.

( ) Certified/cashier's check No. \_\_\_\_\_ issued by \_\_\_\_\_  
\_\_\_\_\_

**ADDENDA:**

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.


(Fill in addendum numbers and dates addenda have been received. If none have been received, enter "NONE".)

**WARNING:**

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

**BIDDER'S BUSINESS INFORMATION:**

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

A. Individual ( ), Partnership ( ), Joint Venture ( ): Corporation ( ): Limited Liability Company (LLC) ( )

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

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

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

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

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

Contractor's License No. \_\_\_\_\_, State of \_\_\_\_\_, Type \_\_\_\_\_

License Expiration Date \_\_\_\_\_

(The above address will be used to send notice of acceptance or requests for additional information)

**THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.**

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

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

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

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

**DESIGNATION OF SUBCONTRACTORS**

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

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity.

If no subcontractors are to be employed on the project, enter the word "NONE".  
(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE TYPE AND NUMBER	CA DIR REGISTRA- TION NO

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

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

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

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



**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

**BIRCHIM LANE OVERLAY PROJECT**

In conformance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has  , has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**BIRCHIM LANE OVERLAY PROJECT**

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

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

Yes  No

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

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

**BIRCHIM LANE OVERLAY PROJECT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

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

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

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

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

\_\_\_\_\_

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

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

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

---

**Business Address**

---

---

---

---

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**(Name and Title of Signer)**

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

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

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

**LOCAL BUSINESS PREFERENCES  
INYO COUNTY ORDINANCE No. 1156**

**BIRCHIM LANE OVERLAY PROJECT**

ORDINANCE NO. 1156

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

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

**SECTION 1. PURPOSE AND AUTHORITY**

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

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

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

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

- 6.06.010 Findings.**
- 6.06.020 Definitions.**
- 6.06.030 General Provisions.**
- 6.06.040 Local Business and Small Business Preference.**
- 6.06.050 Small Business Subcontracting Preference.**
- 6.06.060 Limit On Contracting Preference.**

**6.06.010 Findings**

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

**6.06.020 Definitions.**

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

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

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

**6.06.030 General Provisions.**

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

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

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

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

**6.06.050 Small Business Subcontracting Preference.**

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

**6.06.060 Limit On Contracting Preferences.**

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

**SECTION 3. SEVERABILITY**

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



**SECTION 4. EFFECTIVE DATE**

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

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

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

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

**Small Business Enterprise Commitment (Construction Contracts)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM**

Department: Inyo County Public Works Department LOCATION: BISHOP, CA  
 PROJECT DESCRIPTION: BIRCHIM LANE OVERLAY PROJECT  
 TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_, 2019  
 BIDDER'S COMPANY NAME: \_\_\_\_\_

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

<b>For Inyo County to Complete:</b>		Total Claimed Participation \$ _____ _____ %
Project Number: <u>TR- 17-034A</u> Financing Type: _____ Contract Award Date: _____  Checked by: _____ _____ Print Name                      Signature                      Date		

	_____ Signature of Bidder  _____ Date                      (Area Code) Tel. No.  _____ Person to Contact                      (Please Type or Print)
Small Business Enterprise (Rev 5/10)	

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

**ALL BIDDERS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

**BIRCHIM LANE OVERLAY PROJECT  
PROJECT NO. TR-17-034A**

**CASHIER'S OR CERTIFIED CHECK**

**(Not required if bid bond accompanies the bid)**

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[ ]

**ATTACH CHECK HERE**

[ ]

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

**BIRCHIM LANE OVERLAY PROJECT**

**PROJECT NO. TR-17-034A**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

(Not required if certified or cashier's check accompanies the bid)

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

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

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

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **Birchim Lane Overlay Project**, in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said county, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the county that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

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

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

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_  
(Name & Title of Authorized Person)

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

\_\_\_\_\_  
Surety

(SEAL)

By \_\_\_\_\_  
(Name & Title of Authorized Person)

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

**NOTE:**

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

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

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



# **CONTRACT AND BONDS**

**FOR**

**BIRCHIM LANE OVERLAY PROJECT  
BISHOP, CA**

Includes:

Inyo County Standard Contract No. 147  
Faithful Performance Bond  
Labor and Material Bond

[PAGE INTENTIONALLY LEFT BLANK]

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

\_\_\_\_\_, **CONTRACTOR**  
  
for the  
  
\_\_\_\_\_ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**11. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

obligations.

c. Nondiscrimination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---o0o---

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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



ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

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

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

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

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

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

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

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

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

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

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

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

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

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

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

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

ATTACHMENT 2

PROJECT

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

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

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

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

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

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

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

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

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

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

---o0o---

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

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

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

(SEAL)

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

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

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

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

(SEAL)

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

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

**NOTE:**

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

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

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

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

# **SPECIAL PROVISIONS**

**FOR**

**BIRCHIM LANE OVERLAY PROJECT  
BISHOP, CA**

[PAGE INTENTIONALLY LEFT BLANK]





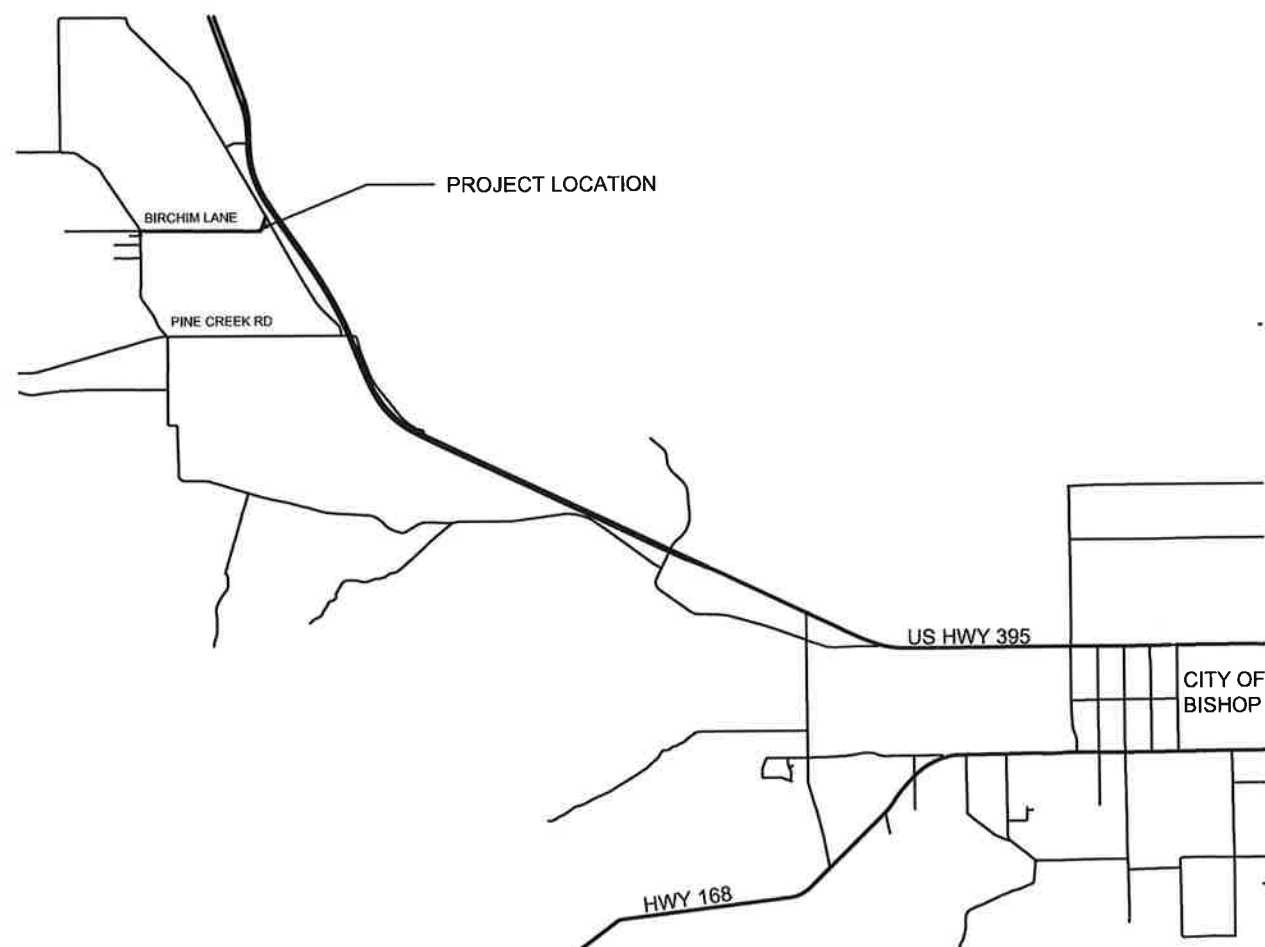
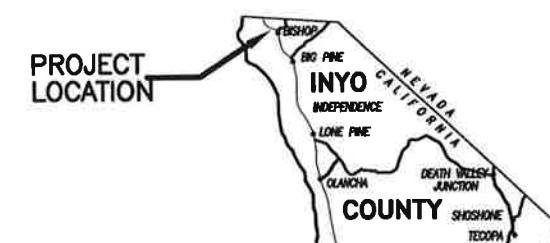
COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

PLANS FOR THE  
BIRCHIM LANE OVERLAY PROJECT  
BISHOP, CA

PROJECT NO. TR-17-034A

INDEX OF SHEETS

1. TITLE AND LOCATION
2. LAYOUT 1
3. LAYOUT 2
4. LAYOUT 3
5. LAYOUT 4
6. LAYOUT 5
7. TYPICAL X-SECTION
8. DETAILS AND QUANTITIES
9. CONSTRUCTION AREA SIGNS



PROJECT VICINITY MAP  
NOT TO SCALE

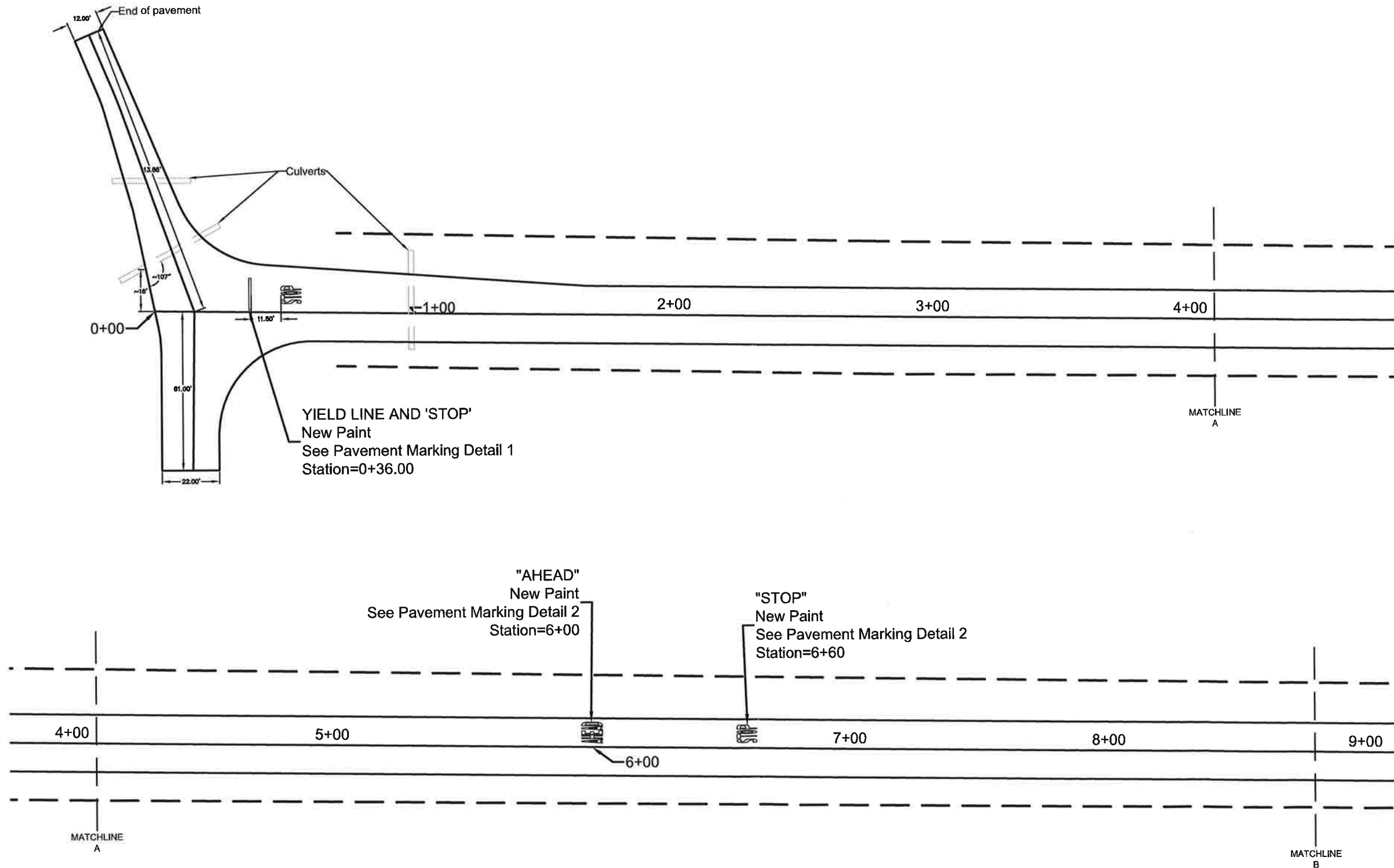


APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

4/3/19  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201			<b>BIRCHIM LANE OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS	Date: 3/2019	Checked By: ARH	Date: 3/2019	Date: March 2019
Drawing Name: Birchim Overlay.dwg			SHEET 1 OF 9	



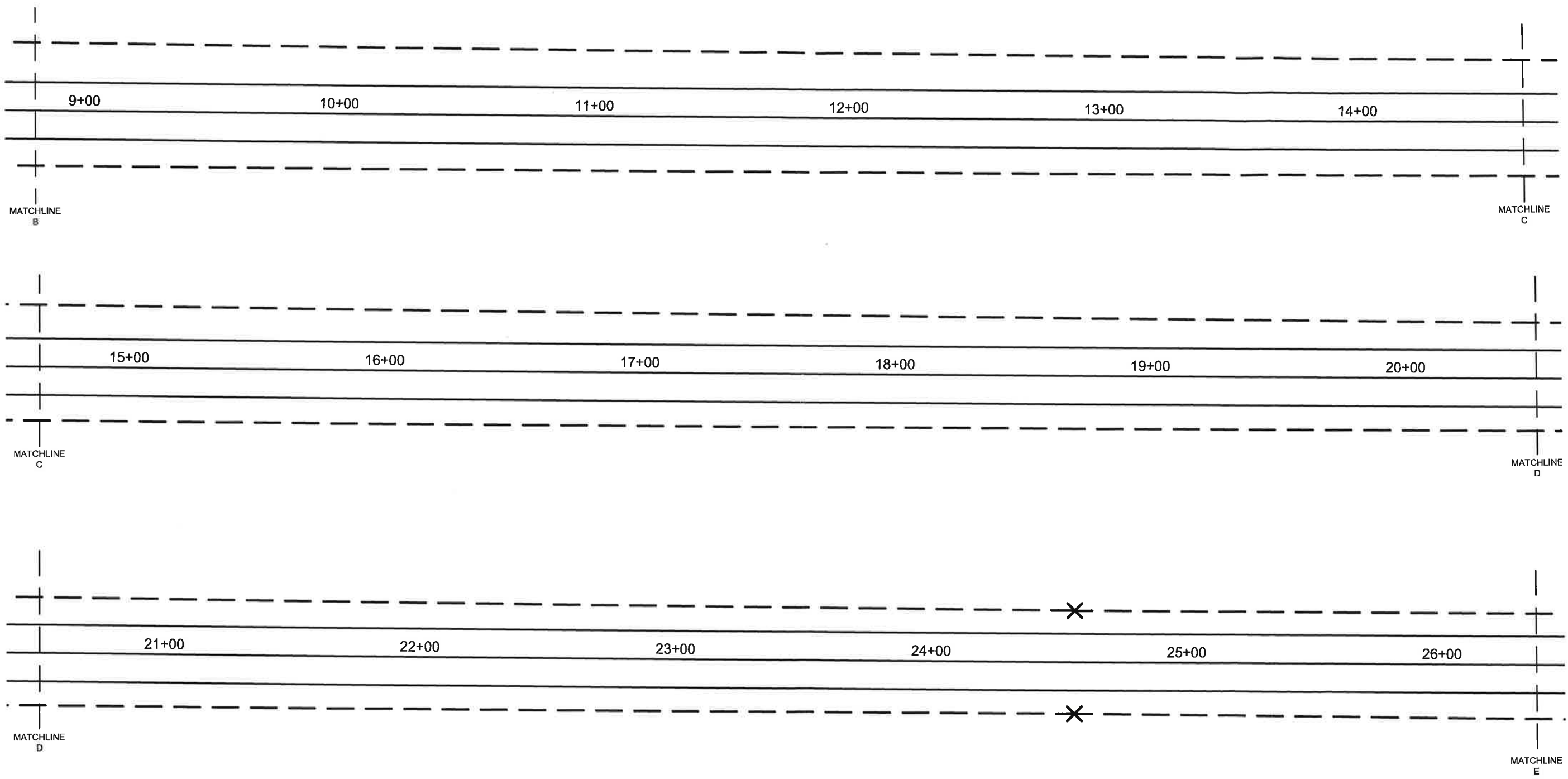
APPROVED BY:



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

4/3/19  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201			<b>BIRCHIM LANE OVERLAY PROJECT</b>  BISHOP, CA		
Drawn by: JS	Date: 3/2019	Checked By: ARH	Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg
SHEET 2 OF 9					



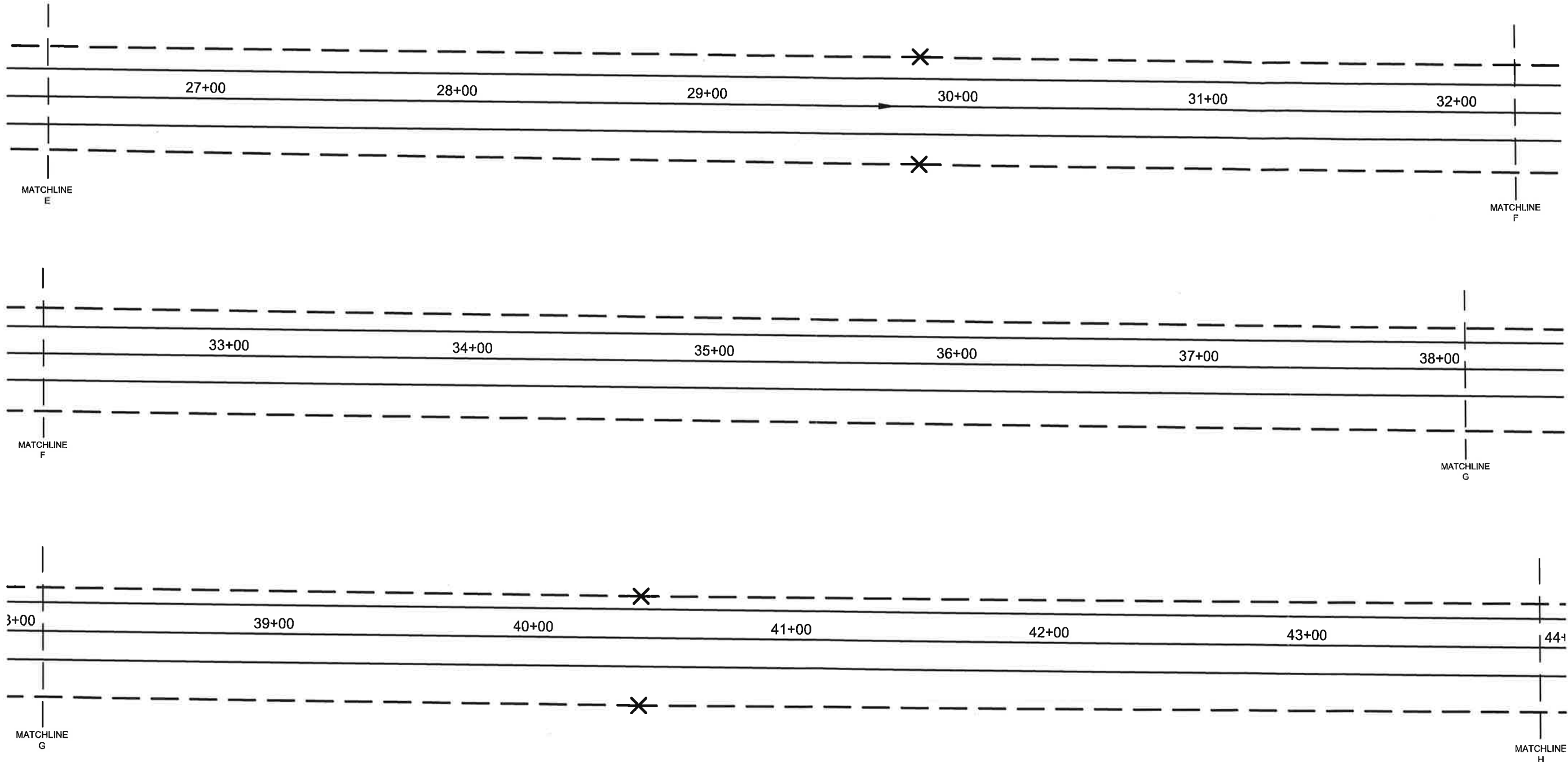
APPROVED BY:



MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

4/3/19  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS Date: 3/2019	Checked By: ARH Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg <b>SHEET 3 OF 9</b>



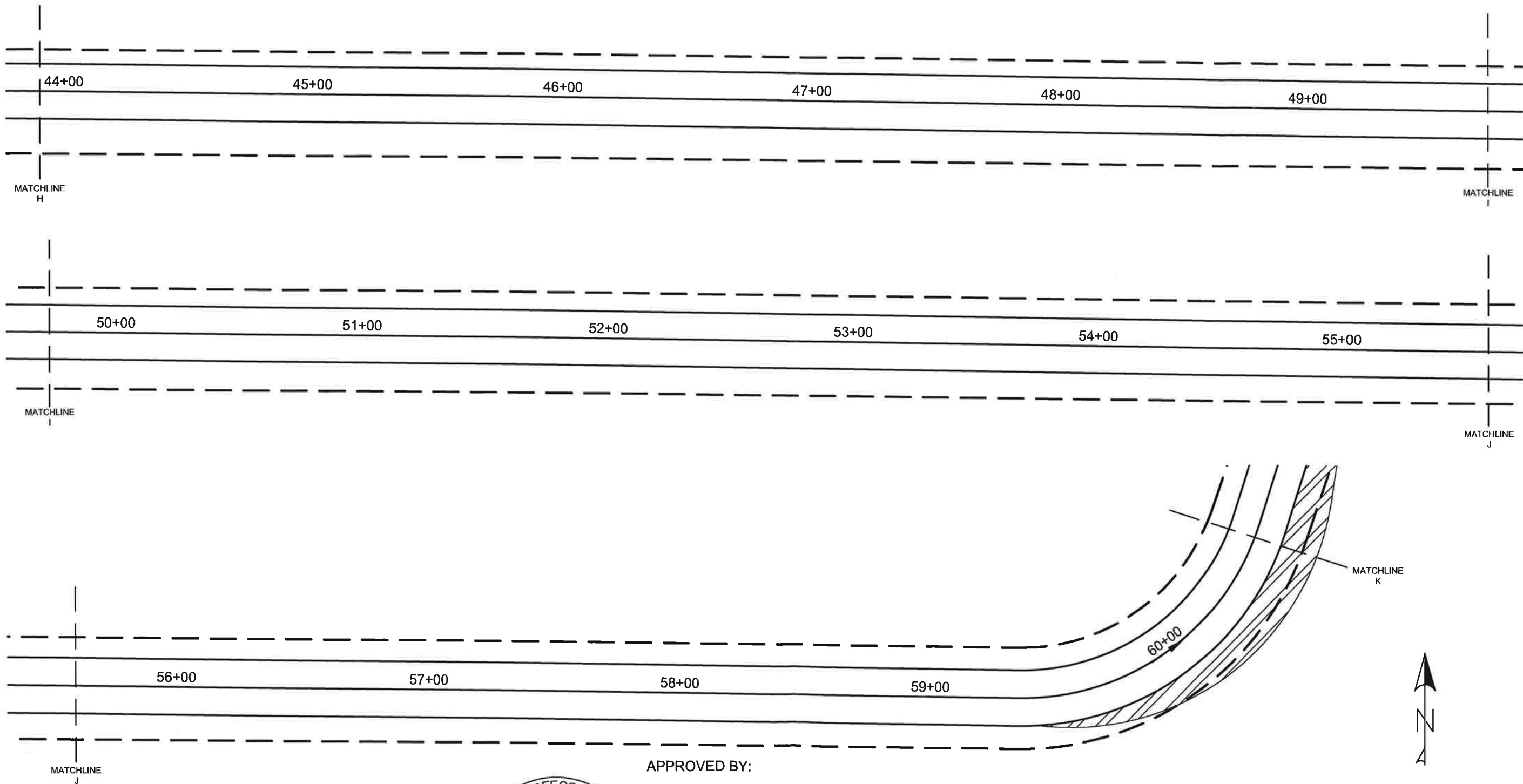
APPROVED BY:



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

4/3/19  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201				<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS	Date: 3/2019	Checked By: ARH	Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg
					<b>SHEET 4 OF 9</b>



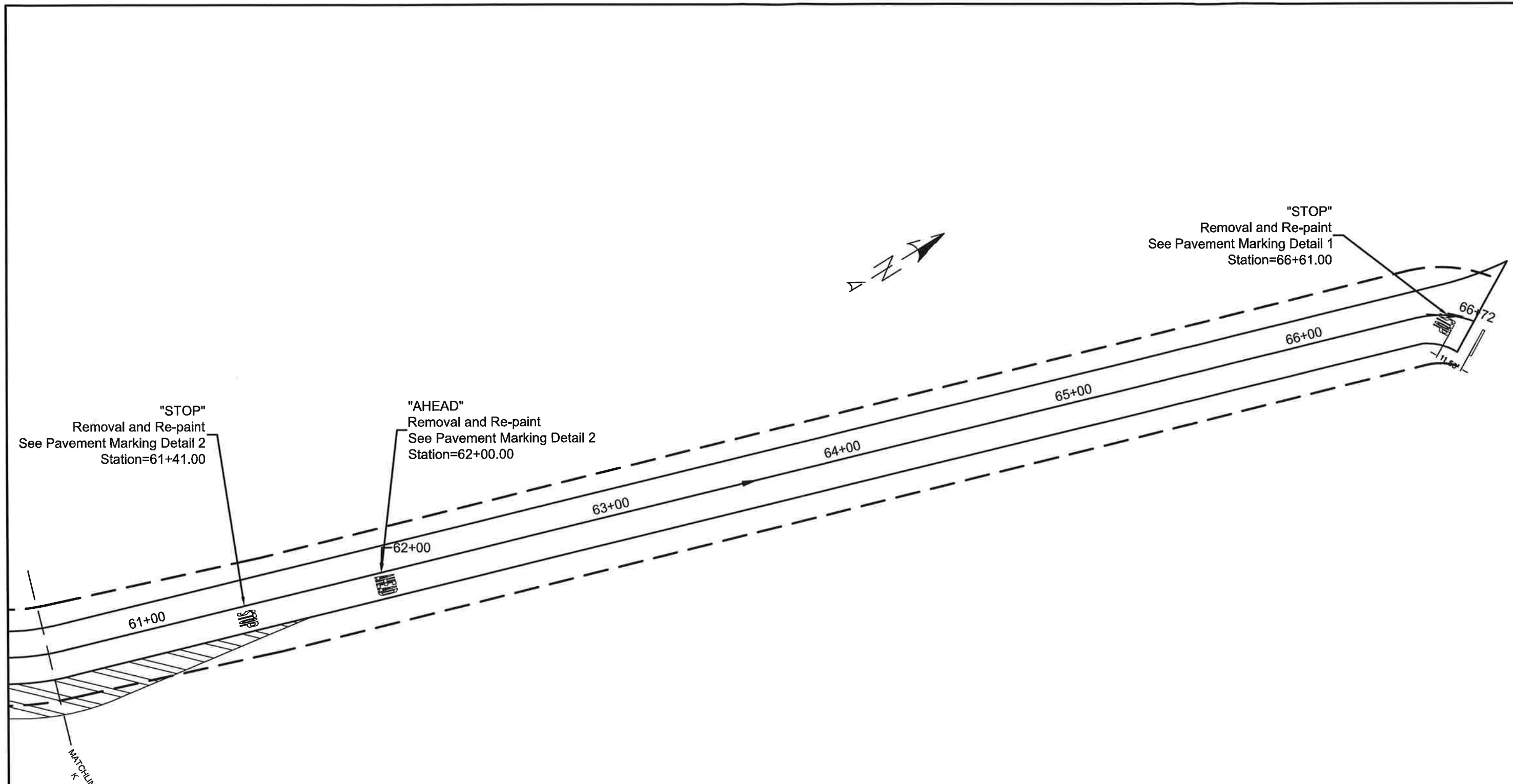
APPROVED BY:



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

*4/3/19*  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201				<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS	Date: 3/2019	Checked By: ANH	Date: 3/2019	Date: March 2019	Drawing Name: Birchlm Overlay.dwg
					<b>SHEET 5 OF 9</b>




"STOP"  
Removal and Re-paint  
See Pavement Marking Detail 2  
Station=61+41.00

"AHEAD"  
Removal and Re-paint  
See Pavement Marking Detail 2  
Station=62+00.00

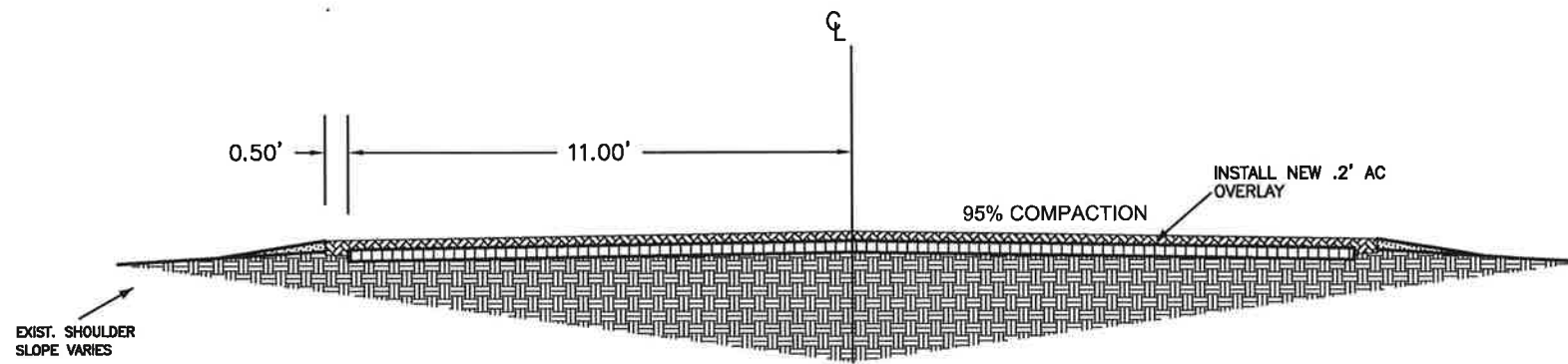
"STOP"  
Removal and Re-paint  
See Pavement Marking Detail 1  
Station=66+61.00



APPROVED BY:  
  
  
 MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

4/3/19  
DATE





Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201			<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA		
Drawn by: JS	Date: 3/2019	Checked By: ARH	Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg
					<b>SHEET 6 OF 9</b>



TYPICAL SECTION — NEW AC OVERLAY

NOT TO SCALE

EXPLANATION


-  EXISTING AC ROAD THICKNESS VARIES
-  NEW ASPHALT CONCRETE
-  NEW SHOULDER BACKING
-  NATIVE SOIL OR SUBBASE

NOTES:

1. SHOULDER BACKING MATERIAL TO BE GENERATED FROM EXISTING ROADWAY SHOULDERS AND PAVEMENT TRIMMINGS. COMPACT TO 95% OF MAXIMUM DENSITY.
3. EXCESS MATERIAL SHALL BE INCORPORATED INTO SHOULDER BACKING OR SHALL BE TRANSFERRED TO NEARBY COUNTY FACILITIES AS DIRECTED BY ENGINEER

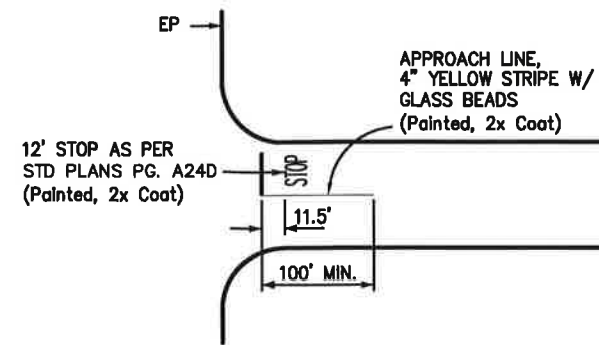
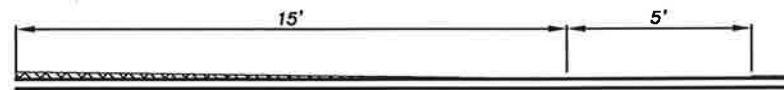


APPROVED BY:

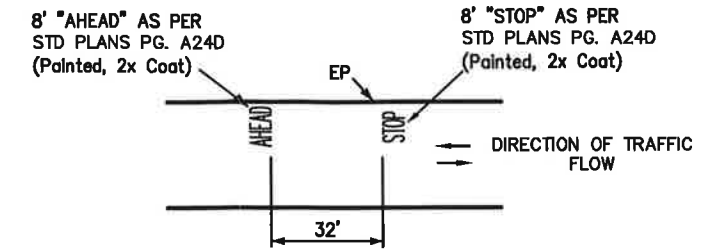
  
 MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

4/3/19  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS Date: 3/2019	Checked By: ARH Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg SHEET 7 OF 9



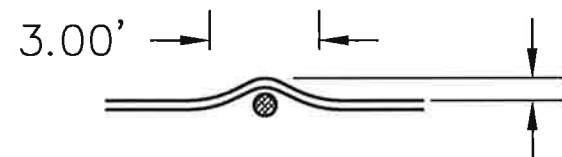
PAVEMENT MARKING DETAIL - (1)  
NOT TO SCALE



PAVEMENT MARKING DETAIL - (2)  
NOT TO SCALE

GENERAL NOTES

1. Stations for pavement markings are approximate. Final location of pavement markings to be determined by the Engineer in the field.
2. Any work not covered hereon shall be in accordance with Caltrans 2015 Standard Plans and Specifications, and the latest edition of the Manual of Traffic Controls.
3. Road and lane closure procedures shall be in accordance with 2015 Caltrans Standard Plans and the latest edition of the Manual of Traffic Controls.



If deflection is greater than  $\frac{1}{16}$ ":  
 1. Sawcut 18" to either side of root  
 2. Remove AC and root (if necessary)  
 3. Backfill to grade with SC3000



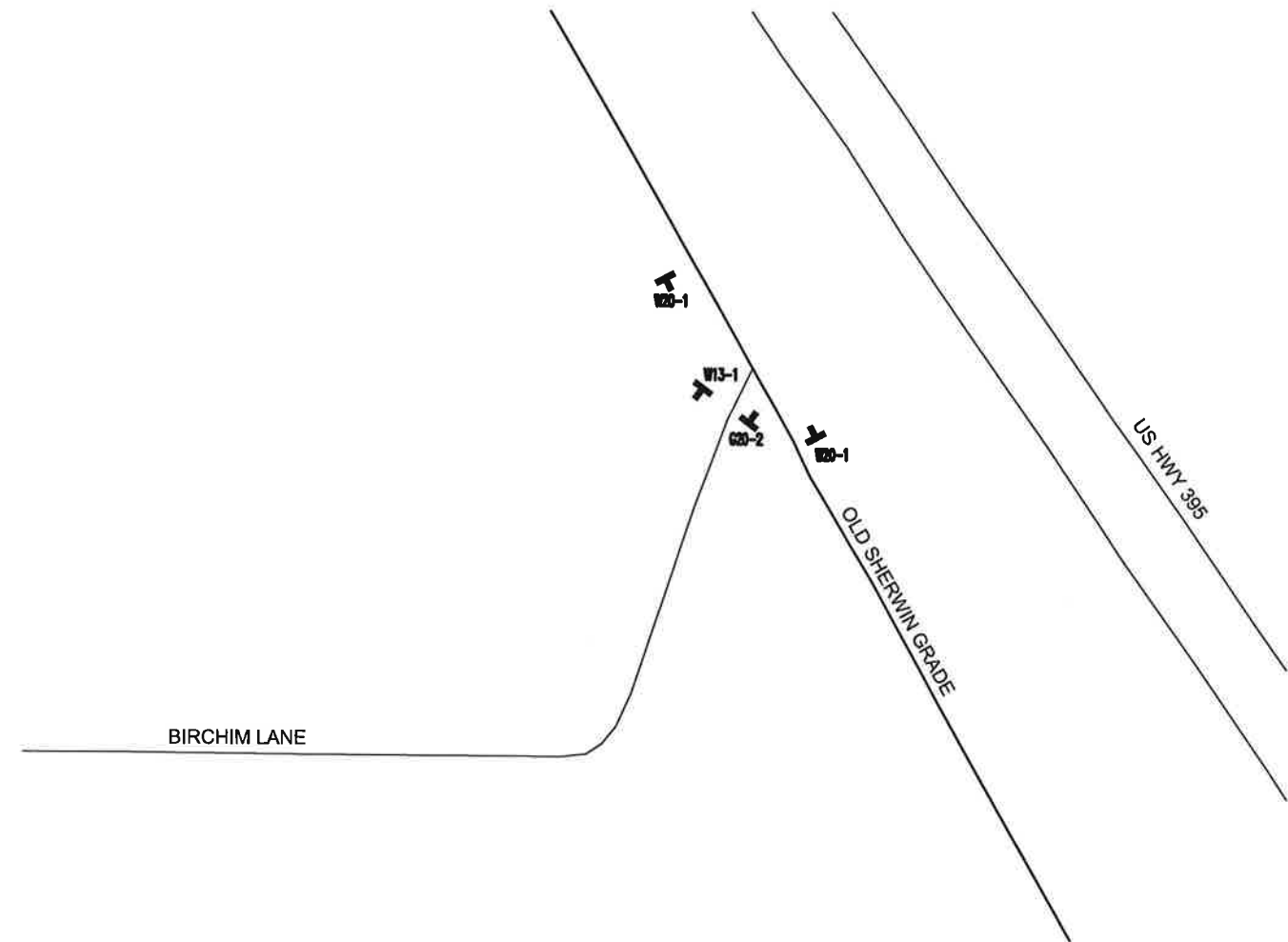
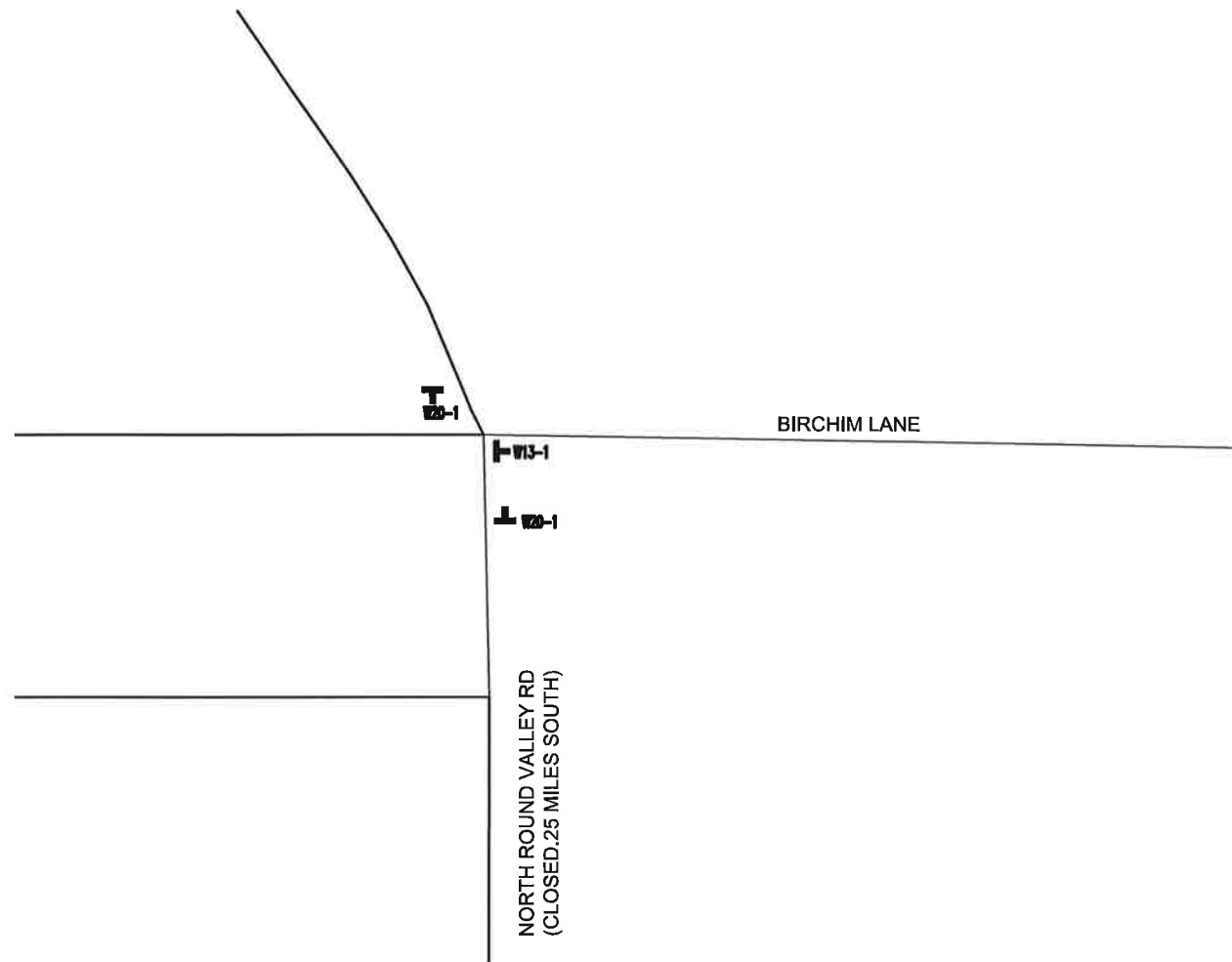
APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

4/3/19  
 DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>BIRCHIM LANE          OVERLAY PROJECT</b>  BISHOP, CA	
Drawn by: JS Date: 3/2019	Checked By: ARH Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg SHEET 8 OF 9





**LEGEND**

SIGN PLACEMENT

CONTRACTOR SHALL PLACE SIGNS AS DIRECTED BY ENGINEER

**NOTES:**

1. SIGNS TO BE LOCATED 150'± FROM INTERSECTIONS.
2. ENGINEER SHALL APPROVE ALL SIGN LOCATIONS PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS.
4. ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS SHALL CONFORM TO THE CALIFORNIA LATEST EDITION OF THE MUTCD.

**QUANTITIES**

SIGN TYPE	QUANTITY
W13-1	2
W20-1	4
"ON BIRCHIM LANE"	4
W3-4	2
G20-2	1



W13-1 Black on Orange, 24"x24"  
25 MPH  
On 1-4"x4" POST  
(CONTRACTOR'S OPTION C17(CA))



W20-1 Black on Orange, 36"x36"  
On 1-4"x4" POST WITH  
SUPPLEMENTARY PANELS ON  
SAME POST:



W3-4 Black on Orange, 36"x36"  
MOVABLE



BIRCHIM LANE  
Black on Orange, 36"x18" Min.



G20-2 Black on Orange, 36"x18"  
on a 4"x4" POST



APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

4/3/19  
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201			<b>BIRCHIM LANE OVERLAY PROJECT</b>  BISHOP, CA		
Drawn by: JS	Date: 3/2019	Checked By: ARH	Date: 3/2019	Date: March 2019	Drawing Name: Birchim Overlay.dwg



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

For Clerks Use Only  
AGENDA NUMBER

16

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

**FROM:** Sheriff's Office

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Approve purchase of Tasers from ProForce Law Enforcement

**DEPARTMENTAL RECOMMENDATION:**

Request Board declare ProForce Law Enforcement as a sole source provider of Taser International equipment and authorize purchase of Tasers, magazines, and cartridges in the amount of \$13,735.43, increasing our purchasing authority with ProForce to \$16,400 for the fiscal year.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Sheriff's office has successfully used Taser International Tasers, magazines and cartridges in recent years. Proforce is the only authorized seller of Taser International equipment in California. Compatible equipment is only available through Digital Ally. These are standard issue safety equipment for our patrol staff and have to be replaced when broken in the line of duty or due to regular wear and tear. Continuity of equipment allows for the interchangeable use of cartridges, magazines, and Tasers department-wide. Earlier in the fiscal year we purchased \$2,650 in cartridges on a purchase order and sole source form signed by the CAO.

**ALTERNATIVES:**

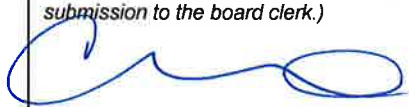
Your board could deny this purchase and direct the department to seek out other Taser equipment. This is not recommended as we do not have the funds available to purchase new equipment for all authorized personnel.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funds are available in the Sheriff General budget (022700), Personal and Safety Equipment (5112). These items are eligible to be reimbursed by COPS funding.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 3/28/19

# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott, AZ, 86301  
 Tel: 928-776-7192 Fax: 928-445-3468  
 email: sales@proforceonline.com www.proforceonline.com

P R I C E  Q U O T E	QUOTE#	PAGE
	432666	1
	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

INYO COUNTY PURCHASING  
 SHERIFF'S DEPT  
 PO BOX S  
 INDEPENDENCE CA 93526

SHIP  
TO

INYO COUNTY SHERIFF'S OFFICE  
 DEPUTY MARK SMITH  
 550 S CLAY ST  
 INDEPENDENCE CA 93526

760-878-0389

JOB #	DATE	CUST. #	LOC.	SALESMAN	SHIP VIA	FRT.
NA	03/26/19	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
8	11002 TSR X26P BLK CLASS III LASER	1,065.00	EA .00	8,520.00
10	22010-TSR TSR PERFORMANCE POWER MAG PPM	65.00	EA .00	650.00
10	22012 TSR TACT PERFORMANCE POWER MAG	65.00	EA .00	650.00
10	11504 TSR HLST X26P BLACKHAWK LH	64.00	EA .00	640.00
10	11501 TSR HLST X26P BLACKHAWK RH	64.00	EA .00	640.00
50	44203 TSR CART M26/X26 25FT XP	32.95	EA .00	1,647.50

This quote is valid for 45 days from the date of quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.  
 ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to [sales@proforceonline.com](mailto:sales@proforceonline.com). For orders over \$5,000, a PO or signed quote is required to process the order.  
 Returned items are subject to 20% restocking fee. All sales

	COMMENT		
	TERMS		

# PROFORCE LAW ENFORCEMENT

2625 Stearnan Drive, Prescott AZ, 86301  
 Tel: 928-776-7192 Fax: 928-445-3468  
 email: sales@proforceonline.com www.proforceonline.com

P R I C E  Q U O T E	QUOTE#	PAGE
	432666	2
	SHIP DATE	
		A.S.A.P.

SOLD  
TO

INYO COUNTY PURCHASING  
 SHERIFF'S DEPT  
 PO BOX S  
 INDEPENDENCE CA 93526

SHIP  
TO

INYO COUNTY SHERIFF'S OFFICE  
 DEPUTY MARK SMITH  
 550 S CLAY ST  
 INDEPENDENCE CA 93526

760-878-0389

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	03/26/19	000143	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	are final on non-stocked/special order items			
	ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customer from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.			
	IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a>			
	-			
	Printed Name: _____			
	Date: _____		P.O.: _____	
	Signature: _____			

COMMENT FOR MARK SMITH	SALES AMOUNT	12,747.50
BY: KARI MARTIN	7.750% SALES TAX	987.93
TERMS DUE NET 30 DAYS	SUB TOTAL	13,735.43

SORT ORDER: OBJECT within BUDUNIT

SELECT PE ID's: T020827

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 022700-5313	363153	PROFORCE LAW EN ACCT# 000143	OH 12/12/18	02336771	881.40	0.00	881.40
GL 022700-5313	362999	PROFORCE LAW EN ACCT# 000143	OH 12/20/18	02342275	1,762.79	0.00	2,644.19
*****Total *OBJT 5313		LAW ENFORCEMENT SPECIAL		DR	2,644.19	0.00	2,644.19
*****Total *BUDG 022700		SHERIFF - GENERAL		DR-CR	2,644.19	0.00	2,644.19
		** GRAND TOTAL **		DR-CR	2,644.19	0.00	2,644.19



March 26, 2019

Inyo County Sheriff's Office  
550 S Clay Street  
Independence, CA 93526

Attn: Riannah Reade

Re: Taser Purchasing

Dear Riannah,

As described in our distribution agreement with Taser. All Taser pricing must be advertised at current suggested pricing, which is set forth by Taser at the beginning of each calendar year. Any attempt to sell below that price will be grounds for termination of the distributors' ability to sell Taser product.

In addition, distributors are established with a set specific territory and may not advertise/sell outside of said territory. The current territory for Proforce Law Enforcement to sell Taser products are the following states AZ, NM, NV, UT, CO, CA, WY & TX.

If you have any questions or you are in need of additional information, please do not hesitate to contact me.

Respectfully,

Dan Rooney  
Senior Vice President  
[Dan.rooney@proforceonline.com](mailto:Dan.rooney@proforceonline.com)

**Prescott, Arizona**  
**Corporate Office & Support Center**  
3009 North Highway 89 • Prescott, AZ 86301  
Phone (928) 776-7192 • Fax (928) 445-3468

**Brea, California**  
**Law Enforcement/Fire & Military Store**  
655 Berry Street, Suite H • Brea, CA 92821  
Phone (714) 257-9095 • Fax (714) 257-9076



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

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.




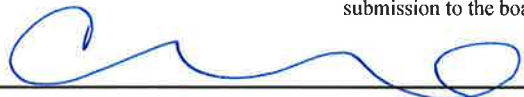
**ALTERNATIVES:** The Board could choose not to approve the contract for On-Call Airport Architectural, Engineering and Planning Services. This is not recommended because WEC as an outstanding record of project delivery for the Inyo County airports, and the services associated with this contract are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


**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>4/8/19</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>4/9/2019</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  Date: 2019.04.9

**BUDGET OFFICER SIGNATURE:**

(Not to be signed until all approvals are received)  Date: 4/9/19

**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**

**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.

**Option 2 – On-Call Contracts**

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. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. 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. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement 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 Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) 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 6201 *et 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 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 (✓) 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. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

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

## **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 Inyo:**

_____	Public Works	Department
_____	PO Drawer Q	Address
_____	Independence, CA 93526	City and State

**Consultant:**

_____	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.

---o0o---

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONSULTANT**

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

Signature

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

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

Signature

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

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

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

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla  
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** Wadell Engineering Corporation

**FOR THE PROVISION OF** Airport Architectural, Planning and Engineering **SERVICES**

**TERM:**

**FROM:** April 16, 2019

**TO:** April 15, 2024

**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 through 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** Airport Architectural, Planning and Engineering **SERVICES**

**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 through 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 through 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 appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

#### **Other Insurance Provisions**

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

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

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

### ***Other Insurance Provisions***

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

#### ***Primary Coverage***

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

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

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

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

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

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

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

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

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

#### ***Claims Made Policies***

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

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

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

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

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

**Subcontractors**

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

***Special Risks or Circumstances***

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



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

For Clerk's Use Only:  
AGENDA NUMBER

19

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

**FROM:**        **Parks & Recreation**

**FOR THE BOARD MEETING OF:**    April 16, 2019

**SUBJECT:**     Leases with LADWP for County Campgrounds

**DEPARTMENTAL RECOMMENDATION:**

Recommend your Board approve leases with the Los Angeles Department of Water and Power for six Owens Valley County Campgrounds and authorize the chairman to sign.

**SUMMARY DISCUSSION:**

Campgrounds in the Owens Valley are an integral part of the Inyo County Park system. While the County operates the campgrounds they are owned by LADWP. The County leases the properties from Los Angeles.

These campground leases expired several years ago but operations have continued through the holdover status. For the past several months the County and LADWP have been negotiating new leases. These are the campgrounds operated by the County other than Diaz Lake. (Baker Creek, Independence Creek, Pleasant Valley, Portagee Joe, Taboose Creek and Tinnemaha) The Diaz Lake lease was renegotiated in 2016 and has not expired.

The terms of these leases are similar to the Diaz Lake lease. The County requested more favorable terms but LADWP was unwilling to make changes. The most significant difference is that these leases are for five years while Diaz has a 24 year term. Like Diaz Lake the leases carry a 6 month cancellation clause and there is no automatic renewal. They require LADWP approval to make any improvements and the City has considerable oversight of signage and some other routine operational functions.

The terms of these leases also gives LADWP several courses of action to pursue in case of default. While we do not anticipate a default, these terms substantially favor the department over the County. The leases also include a clause which allows the department to declare the County in breach if we breach any other contract or lease with the department.

While the rents are modest they have increased from the prior leases. The annual amounts are shown below:

<u>Campground</u>	<u>Current</u>	<u>New</u>
Baker Creek	\$500.00	\$964.00
Independence Creek	\$360.00	\$579.00
Pleasant Valley	\$360.00	\$1,301.00
Portagee Joe	\$360.00	\$579.00
Taboose Creek	\$360.00	\$916.00
Tinnemaha	\$500.00	\$916.00

The Independence Creek lease is attached for your review, however, the wording on the other leases is identical.

Despite the drawbacks, as was the case with the Bishop landfill, the County has little option but to accept the terms. Therefore, it is recommended that your Board approve the leases as presented.

**ALTERNATIVES:**

Your Board could choose not to enter into the agreement with LADWP and abandon campground operations. You could also provide direction to staff to re-negotiate different terms; however, it is unlikely that a more favorable agreement would be agreed to.

**FINANCING:**

There are adequate funds available within the proposed Parks and Recreation budget to fund the rent payments.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>04/02/2019</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>4/3/2019</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  
 (The Original plus 14 copies of this document are required)

Richard J. Berger Date: 4/4/19

**LEASE NO. 1449**

**BETWEEN**

**COUNTY OF INYO  
PARKS & RECREATION**

**AND**

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES**

**ARTICLE I. SPECIFIC TERMS AND PROVISIONS**

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

**County of Inyo**  
**Parks & Recreation**

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee that certain real property consisting of 4.90 acres located at 701 W. Market Street, Independence, California, commonly known as *Independence Creek Campground*, and more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles (Board of Water and Power Commissioners), or their designee(s), shall be from May 1, 2019, through April 30, 2024, for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The leased premises shall be used as a site for a public campground only, and for no other purpose.
4. **RENT:**
  - 4.1. **Rent /Taxes:**
    - 4.1.1. *Rent:* Lessee shall pay to Lessor the sum of Five Hundred Seventy Nine and No/100 Dollars (\$579) per year, in advance, payable on the first day of each year commencing on May 1, 2019.
    - 4.1.2. *Taxes:* In addition to the rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. **Rent Payment:**
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 16345.**
      - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.

- 4.2.2. Lessor is not required to make any demand on Lessee for the payments, whether on the leased premises or elsewhere. Billing for any payment shall be for the convenience of Lessee and not required of Lessor.
- 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
- 4.2.4. If any check offered by Lessee in payment of rent or any other amount due under this lease is returned for any reason other than that caused by Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

**5. NOTICES:**

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid U.S. first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Group  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

County of Inyo  
Parks & Recreation  
163 May Street  
Bishop, California 93514

- 5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

**6. DOMESTIC WATER:** Lessor shall not furnish domestic water for the leased premises.

**7. IRRIGATION/STOCKWATER:** Lessor shall not furnish irrigation water or stockwater for the leased premises.

**8. SIGNS:** Notwithstanding the provisions contained in Article II, Section 5, entitled *Signs*:

- 8.1. Lessee agrees, at its sole cost and expense, to erect and at all times hereunder to maintain on the leased premises a sign in accordance with Drawing A-13,235-A, marked *Exhibit B*, attached hereto and made a part hereof. Said sign is to be located at the main entrance to the leased premises.
- 8.2. Lessee shall not allow any other permanent or temporary signs, banners, placards, or other advertising matter or devices other than usual and ordinary business signs of Lessee to be placed, attached to, or maintained on the leased premises or any part thereof without the prior written consent of Lessor; and such business signs shall be placed, attached, and maintained in such a manner as Lessor shall prescribe.



**9. SEWAGE DISPOSAL:**

- 9.1. Lessee shall comply with all laws and lawful regulations concerning waste discharge facilities.
- 9.2. It shall be the responsibility of Lessee to operate and maintain the sewage disposal system, including the septic tank, outfall lines, and leach fields, to provide adequate and proper disposal of all sewage, and to prevent surface or subsurface pollution.
- 9.3. Plans and specifications for replacement of existing sewage disposal systems on the leased premises shall be submitted to Lessor for written approval prior to any construction or modification in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations*. Lessee shall obtain all permits and comply with all laws and lawful regulations concerning waste discharge facilities.

**10. CAMPERS:**

- 10.1. Use and occupancy of the leased premises by campers, if permitted during the term hereof, shall be permitted only under license or permit from Lessee.
- 10.2. Such licenses or permits for overnight camping shall be issued for a maximum of two (2) weeks in any six (6) week period; provided, however, this two (2) weeks may be extended by the Inyo County Parks Director or the Inyo County Board of Supervisors upon written application to said Inyo County officials and a good cause showing therefor.
- 10.3. Lessee shall, by barricade or other means, assure a minimum setback for campsites including recreational vehicles and trailers of twenty (20) feet from streambanks or lake banks. A setback distance of less than twenty (20) feet may be approved in writing by Lessor on a case by case basis.

**11. POLLUTION:** Lessee shall not cause, or permit existence of any condition upon the leased premises which might cause pollution of the water flowing in, on, over, under, thru, and across said leased premises.

**12. STREAMS:** Lessee and permittees of Lessee shall in no manner interfere with the flow of water in streams, ditches, or other water courses traversing the leased premises, or damage any operating structure owned by Lessor, or a state or federal agency, on the leased premises, and Lessor reserves the right of access at all times for the purpose of performing maintenance work on said streams and ditches as Lessor shall from time to time deem necessary.

**13. INYO/LOS ANGELES LONG-TERM GROUNDWATER MANAGEMENT PLAN:** By entering into this lease, the parties are not altering, amending, or modifying the *Inyo/Los Angeles Long-Term Groundwater Management Plan* for Inyo County and Owens Valley, heretofore executed by the parties on October 18, 1991, in the form of a stipulation and order entered in Inyo County Superior Court Action No. 12908 on June 13, 1997, or the Memorandum of Understanding, executed by the parties and the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, and the Owens Valley Committee and submitted to the Third District Court of Appeals in Civil Case Number C004068 on April 11, 1997.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the leased premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article I.
- 1.2. Reservations:
  - 1.2.1. This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.2. There is excepted from this lease and reserved to Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or real property leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.3. There is also excepted and reserved to Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the leased premises.
  - 1.2.4. The right, from time to time to overflow, flood, submerge, and spread water upon the leased premises, provided, however, that if in the exercise of the rights defined and described in this Subsection, Lessor shall cause physical damage to any structure or improvement lawfully erected or maintained by Lessee upon the leased premises, Lessor shall pay just compensation for such physical damage, and no more.
  - 1.2.5. The right, from time to time, to raise or lower the water level underlying the leased premises by taking, or failing to take, water from the Mono Basin or Owens River watersheds or drainage areas, or both such areas, or by the importation or nonimportation of such water into the watershed within which the leased premises are located.
  - 1.2.6. The right to develop, take, collect, import, store, control, regulate, and use any and all such waters and, from time to time, at the option and discretion of Lessor, to transport and export any and all such waters to places and areas outside the Mono Basin or Owens River watersheds and drainage areas, or both such areas (including, but not limited to, the City of Los Angeles, Lessor herein), for any and all of the reasonable and beneficial uses and purposes of Lessor.
  - 1.2.7. The right to construct, maintain, control, and operate upon and within the leased premises dikes, dams, reservoirs, ponds, and settling basins, together with appurtenant facilities (including, but not limited to, ditches, pipelines, conduits, and wells), and to affect the leased premises in any way by raising or lowering, from time to time, the level of the water of any such reservoirs, ponds, or settling basins, or all of them.
  - 1.2.8. The right to use any and all existing easements, servitudes, ways, waterways, and ditches on the leased premises; to make inspections, investigations, and

surveys thereon; and to construct, maintain, and operate thereon works and structures in connection with Lessor's management and control of its works and properties.

- 1.2.9. The right to have ingress and egress to, from, in, and over, and enter upon the leased premises and every part thereof and thereon to do all things necessary or convenient in the exercise of the rights herein reserved.
- 1.2.10. The right, at any time during the term of this lease, to delete certain lands leased hereunder for public benefit.
- 1.2.11. UNLESS OTHERWISE STATED HEREIN, LESSEE SHALL HAVE NO RIGHTS OR ENTITLEMENT TO DEVELOP, TAKE, TRANSPORT, CONTROL, REGULATE, OR USE ANY WATER, WHETHER SURFACE, SUBSURFACE, OR OF ANY OTHER KIND, OR INFRINGE ON THE WATER RIGHTS OF LESSOR.
- 1.2.12. Lessor finds that (1) the property to be leased is not presently needed for Departmental purposes, and (2) the grant of the lease will not interfere with Departmental purposes.

## **2. IMPROVEMENTS:**

### **2.1. Lessee Improvements and Alterations:**

- 2.1.1. Lessee shall not make any structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Manager of Aqueduct of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties.
- 2.1.2. Prior to the construction of any improvements, additions, or alterations Lessee shall submit to Lessor, for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to Lessor for written approval by the Manager. Manager's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of Manager's approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to Lessor, at no charge, one (1) complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all

improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to Lessor at the address provided in this lease in Article I, Section 5, entitled *Notices*, not later than sixty (60) days following completion of the construction or alteration.
- 2.1.4. Lessee shall hold Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, Section 3, entitled *Liens*.

## 2.2. Ownership of Improvements:

- 2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the Lessee's tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in Lessor, unless Lessor requests Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.
- 2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by Lessor shall thereupon vest in Lessor.
- 2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board of Water and Power Commissioners, and Lessee shall be obligated to pay the same for as long as Lessee occupies said structures, improvements, facilities and alterations.

## 2.3. Damage to or Destruction of Improvements:

- 2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11, entitled *Insurance*, herein, thereby rendering said leased premises partially or totally inaccessible or unusable,

such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations* and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11, entitled Insurance, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations* and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of California Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to Lessor on demand. Nothing in this Section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this Section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by Lessor, its Board of Water and Power Commissioners, City of Los Angeles, or their respective officers, agents, or employees.

4. **MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the leased premises may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board of Water and Power Commissioners approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.
5. **SIGNS:**
- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to Lessor drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from Lessor. Lessor's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.
6. **LAWS, RULES, AND REGULATIONS:**
- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.
7. **CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**
- 7.1. Care of Leased Premises:
- 7.1.1. Lessee is the current tenant and has examined the leased premises, knows the condition thereof, and accepts possession thereof in its present condition relying solely on its own inspection and not on any representations that may have been made by Lessor or any of its agents.
- 7.1.2. Lessee agrees at its cost to keep the leased premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the leased premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration of or repairs to the leased premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the leased premises shall be made at Lessee's sole cost and expense

7.2. Maintenance and Repair:

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the leased premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.
- 7.2.2. If Lessee fails to so maintain or repair the leased premises, Lessor may serve a "Notice to Cure" (Notice) upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work. A copy of the Notice may, at Lessor's election, be posted on the leased premises in a conspicuous place.
- 7.2.2.1. If, in the opinion of Lessor, any deficiency is of such nature that it cannot physically be corrected within the period originally specified by Lessor, and if Lessee has responded with a course of action and has commenced to remedy such deficiency promptly after the receipt of such Notice, and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction may, at Lessor's election, be extended.
- 7.2.2.2. If the work prescribed in the Notice is not completed by Lessee in a manner reasonably satisfactory to Lessor, and Lessee fails to correct such work within the time specified by Lessor in the Notice, or as set forth in this Section, Lessor, in addition to all other remedies available to Lessor, may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of Lessor, be required to correct the maintenance deficiencies. If Lessor exercises this option, Lessee shall pay to Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made by Lessee within thirty (30) days of the date of Lessor's invoice date for such costs and charges, or, if such payment is not made, Lessor may, upon thirty (30) days' written notice to Lessee, increase the rent by an amount necessary for Lessor to recover all or part of such payment, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.
- 7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs

or perform such other acts on or to the leased premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said leased premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

- 7.2.4. Lessee waives the provisions of California Civil Code Sections 1941 and 1942 with respect to Lessor's obligations for tenantability of the leased premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

---

**Lessee Initials**

- 7.2.5. Should Lessor agree at the request of Lessee to perform any maintenance, repairs, removals, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the rent by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.
- 7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without Lessor's prior written consent.
- 7.4. Burn Permits: Lessee shall not burn off any part of the leased premises without first obtaining Lessor's written consent and all necessary permits and permissions from the governmental authorities with jurisdiction. Lessee, at all times and at its sole cost and expense, shall do all things reasonably necessary to protect said leased premises from fire and fire hazards.

**8. DISABLED ACCESS:**

- 8.1. Lessor hereby advises Lessee that the leased premises has not undergone an inspection by a certified access specialist. The following disclosure is hereby made pursuant to applicable California law: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)]. Lessor shall have no liability or responsibility to make any repairs or modifications to the leased premises in order to comply with accessibility standards. Any CASp inspection shall be conducted in compliance with reasonable rules



in effect at the leased premises with regard to such inspections and shall be subject to Lessor's prior written consent.

- 8.2. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.
- 8.3. Should Lessee fail to comply with this Section, then Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## 9. HAZARDOUS SUBSTANCES:

- 9.1. Indemnification – Environmental: Lessee, on behalf of itself, and its officers, employees, agents, contractors and sub-contractors of any tier, and all persons acting or purporting to act on its behalf, and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, Lessor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of Lessor, defend by counsel satisfactory to Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee's officers, employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the leased premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any pollutant, contaminant, hazardous waste or hazardous substance resulting from or incident to the presence upon or performance of activities by Lessee, or its officers employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons acting or purporting to act on its behalf, or its successors or assigns, with respect to the leased premises regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Lessor. It is the specific intent of this Section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.
- 9.2. Survival of Obligations: This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

**10. LESSOR'S RIGHT OF ACCESS AND INSPECTION:** Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rent shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

**11. INSURANCE:**

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified in the *Contract Insurance Requirements*, marked *Exhibit C*, attached hereto and made a part hereof. Such insurance shall not limit or qualify the liabilities and obligations of Lessee assumed under this lease.
- 11.2. Severability of Interests and Cross Liability Required: Each Specified insurance policy shall contain a Severability of Interest and Cross Liability clause, and a Contractual Liability Endorsement.
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by Lessor where liability arises out of, or results from, the acts, errors or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by Lessor, which may be applicable, shall be deemed to be excess insurance and Lessee's insurance is primary for all purposes despite any conflicting provision in Lessee's policies to the contrary.
- 11.4. Proof of Insurance for Renewal or Extension Required: Within ten (10) days of the expiration date of any of the policies required on the attached *Exhibit C* (Contract Insurance Requirements), Lessee shall submit documentation showing that the insurance coverage has been renewed and evidence shall be submitted to Lessor.
- 11.5. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverage shall be filed with Lessor prior to Lessee beginning operations or occupying the leased premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for Lessor, and the insurance carrier's name. Said evidence shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the Office of the Risk Manager at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to:

The Office of the Risk Manager  
Financial Services Division  
Room 465 – John Ferraro Building  
Post Office Box 51111  
Los Angeles, California 90051-0100

- 11.6. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed with a retroactive inception date to the original policy in affect at the onset or effective date of this lease.
- 11.7. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of this lease, upon which Lessor may terminate or suspend this lease and pursue any and all available remedies.
- 11.8. Contractor and Sub-Contractor Compliance: Lessee shall be responsible for all contractor's and sub-contractor's compliance with the insurance requirements set forth herein.

**12. LESSOR HELD HARMLESS / INDEMNIFICATION:** Lessee acknowledges that it has inspected the leased premises, knows the condition thereof, and on behalf of itself, and its officers, employees, agents, contractors and sub-contractors of any tier, and all other persons acting or purporting to act on its behalf, and its successors, assigns, and sub-lessees undertakes and agrees to indemnify and hold harmless the Indemnitees, and at the option of Lessor, defend by counsel satisfactory to Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including but not limited to Lessee's officers, employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees and agents, or other persons who enter onto the leased premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the leased premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of Lessor. It is the specific intent of this Section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement. This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

**13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS**

- 13.1. Non-Discrimination: During the term of this lease, Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate

Purchasing Services. Lessee's Plan shall be submitted on Lessor's form, available from the Director of Corporate Purchasing Services.

- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code. Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; use permits, licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.
- 13.7. Prevailing Wages:
  - 13.7.1. To the extent applicable Lessee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
  - 13.7.2. If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Lessee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.
  - 13.7.3. Prior to the commencement of construction, and as soon as practicable in accordance with the applicable Schedule of Performance, Lessee shall contact the City to schedule a preconstruction orientation meeting with Lessee and with

the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Lessee's compliance with this Section.

- 13.7.4. Lessee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Lessee fails to monitor or enforce these requirements against any contractor or subcontractor, Lessee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Lessee was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed to Lessee, may impose penalties on Lessee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Lessee in default of this lease and thereafter pursue any of the remedies available under this lease.
- 13.7.5. Lessee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this lease.
- 13.7.6. Lessee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Lessee, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the leased premises. This indemnity shall apply whether occurring during the term of this lease and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this lease. This Section and the obligations herein, shall survive the expiration or earlier termination of this lease.
- 13.8. Amendments to Ordinances and Codes: The obligation to comply with the aforementioned ordinances and Los Angeles Administrative Code Sections, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those ordinances and Administrative Code Sections during the term of this lease.

## 14. TAXES

### 14.1. General:

- 14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the leased premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.
- 14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.
- 14.1.3. If a claim is made against Lessor for any of the above charges, Lessor shall promptly notify Lessee in writing; provided, however, that failure by Lessor to

give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

- 14.2. **Special Assessments:** In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless Lessor shall otherwise find and determine, will be added to the rent at the beginning of any rental period.
- 14.3. **Substitute and Additional Taxes:** If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rent on the square footage of the leased premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.
- 14.4. **Possessory Interest Tax:** By executing this lease and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, Lessor has provided notice of possessory liability as required by California Revenue and Taxation Code Section 107.6.
- 14.5. The obligations of Lessee under this Section 14, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to Lessor, Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

**15. UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the leased premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the leased premises.

**16. ASSIGNMENTS AND SUBLEASES:**

- 16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be

deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the leased premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have thirty (30) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

- 16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the leased premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.
- 16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.
- 16.5. In the case of an assignment, Lessee shall pay to Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rent and other payments due Lessor pursuant to this lease.
- 16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by Lessor, as a condition to the Consent to Sublease, for Lessor to require that Lessee pay to Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rent and other payments due Lessor pursuant to this lease.
- 17. CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.
- 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection, Lessee shall give Lessor thirty (30) days prior written notice of the effective date of said termination.
- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rent shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises



by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.

- 17.1.3. Except as provided for in Article II, Subsection 2.2, entitled *Ownership of Improvements*, should Lessee terminate this lease pursuant to this Section, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in Lessor shall thereupon vest in Lessor.

17.2. Application of Award Upon a Total or Partial Taking:

- 17.2.1. If this lease is terminated pursuant to this Section, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of Lessor upon termination of this lease, shall be the property of Lessor.

- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by Lessor, if said construction is incomplete within the time period set forth in the approval granted by Lessor. The value, to be determined by Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. Severance Damages: The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by Lessor or Lessee. However, should Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in this Section, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.

- 17.4. Partial Taking: Restoration: In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations*.
- 17.4.1. In the event the improvements damaged and/or taken belong to Lessor, Lessor shall not be obligated to restore said improvements should Lessor, in its sole discretion, determine not to do so.
- 17.5. Taking for Temporary Use: In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rent or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. Default Events: The occurrence of the following shall constitute a default by Lessee:
- 18.1.1. Failure to pay rent when due as provided for in paragraphs concerning rent payment and taxes.
- 18.1.2. Lessee fails to comply with any term, provision, condition, or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days (or within such longer period of time as may be granted by Lessor in writing) after Lessor has sent written notice to Lessee specifying such failure.
- 18.2. Lessor's Remedies: Upon the occurrence of a Default Event, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, Lessor may recover from Lessee the aggregate sum of:
- 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
- 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
- 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award

exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;

- 18.2.1.4. Any other amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and
  - 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
  - 18.2.1.6. As used in Subsections 18.2.1.1 and 18.2.1.2, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
  - 18.2.1.7. As used in Subsection 18.2.1.3, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
  - 18.2.1.8. As used in this Section, the term "rent" shall include the rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
- 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that Lessor, in Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by Lessor to terminate this lease unless Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by Lessor to maintain or preserve the leased premises; any efforts by Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by Lessor pursuant to this Section. If Lessor takes any of the previous remedial actions without terminating this lease, Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If Lessor re-lets the leased premises, Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and other amounts due and unpaid under this lease. Lessor shall hold and apply the residue, if any, to payment of

future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to Lessor immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that Lessor may incur in the course of any cure.
  - 18.2.7. No security or guaranty for the performance of Lessee's obligations that Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
  - 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.
- 18.3. Cross Default: A material breach of the terms of any other lease, license, permit, or contract held by Lessee with the City shall constitute a material breach of the terms of this lease, and shall give the City the right to terminate this lease for cause in accordance with the procedures set forth in Article II, Section 19, entitled *Termination by Parties*.
- 18.4. Waiver:
- 18.4.1. No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.
  - 18.4.2. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
  - 18.4.3. No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the leased premises, shall constitute an acceptance of the surrender of the leased premises by Lessee before the expiration of the term. Only a notice

from Lessor to Lessee shall constitute acceptance of the surrender of the leased premises and accomplish a termination of the lease.

- 18.4.4. Lessor's consent or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.
- 18.4.5. Any waiver by Lessor of any default shall not be a waiver of any other default concerning the same or any other provision of the lease.
- 18.5. Cumulative Nature of Remedies: Lessor shall have the remedies allowed in this lease if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

## 19. TERMINATION BY PARTIES:

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default of this lease, or in the event the Board of Water and Power Commissioners determine that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.
- 19.3. During and upon termination of this lease for whatever reason, Lessee shall be responsible, to the extent caused by or introduced onto the leased premises by Lessee, for any and all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, or imposing liability or standards of conduct concerning any pollutant, contaminant, hazardous waste or hazardous substance on, under, or about the leased premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act (15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act (49 USCS §§5101 et seq.); the Federal Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§9601 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§651 et seq.); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.); together with any amendments of

or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to any pollutant, contaminant, hazardous waste or hazardous substances on, under, or about the leased premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

**20. SURRENDER OF LEASED PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, Lessor has the right to discontinue leasing the leased premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the leased premises. If this right is exercised by Lessor, Lessee shall vacate the leased premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to Lessor pursuant to this lease. Lessee shall leave the leased premises in a level, graded condition.
- 20.2. Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the leased premises to Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in Lessor, and that Lessee shall thereafter have no rights whatsoever in any such personal property, trade fixtures, and goods left on the leased premises.
- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the leased premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposal of any such property. Lessee shall be liable to Lessor for Lessor's costs for storing, removing, or disposing of any property of Lessee or sublessees.

**21. HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this Section shall be no less than 1/12<sup>th</sup> of the total yearly rent, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.

**22. QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to Lessor immediately upon written demand therefor a

good and sufficient deed whereby all right, title, and interest of Lessee in the leased premises is quitclaimed to Lessor. Should Lessee fail or refuse to deliver the required deed to Lessor, Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the leased premises.

- 23. SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
- 24. AUDITS:** Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rent, fees, and other charges paid and payable to Lessor. Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
- 25. RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without Lessor's consent in writing.
- 26. ESTOPPEL CERTIFICATES:**
- 26.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to Lessor a statement certifying: (a) the commencement date of this lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rent and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the leased premises or any interest therein.
- 26.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by Lessor; and that (b) there are no uncured defaults in Lessor's performance.
- 26.3. Estoppel Certificate From Lessor: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, Lessor shall execute and deliver to Lessee a statement certifying: (a) the commencement date of this lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or

sublessee for whom it was requested. Lessor's failure to deliver such statement within such time shall be conclusive upon Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of Lessor to respond after an additional five (5) working days' notice to Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

**27. MISCELLANEOUS PROVISIONS:**

- 27.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either Lessor or Lessee.
- 27.2. Section Headings: The section and subsection headings appearing herein are for the convenience of Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 27.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 27.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 27.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 27.6. Lessor's Consent: In each instance herein where the City of Los Angeles', Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent may be withheld in the City's, Board's or Lessor's, respectively, sole and absolute discretion.
- 27.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 27.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 27.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 27.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted; provided, however, that nothing contained in this



Subsection shall excuse Lessee from the prompt payment of any rent or other monetary charge required of Lessee hereunder.

- 27.11. Approvals: Any consent or approvals required by Lessor under this lease shall be approvals of Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 27.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article I shall be controlling.
- 27.13. Days: Unless otherwise specified, "days" shall mean calendar days.
- 27.14. Deprivation of Lessee's Rights: Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
- 27.15. Executed in Counterpart: This lease may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

28. **OTHER AGREEMENTS NOT AFFECTED**: Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
29. **SUPERSEDURE**: This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rental agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to rent, royalties, or fees that may have accrued thereunder.
30. **ENTIRE UNDERSTANDING**: This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

LEASE NO.: 1449  
ACCOUNT NO.: 16345

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of Lessee, or the authorized representative of Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

Date \_\_\_\_\_

By \_\_\_\_\_

County of Inyo

County of Inyo  
Parks & Recreation  
163 May Street  
Bishop, CA 93514

\_\_\_\_\_  
**LESSEE**

LEASE NO.: 1449  
ACCOUNT NO.: 16345

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_

By \_\_\_\_\_

**DAVID H. WRIGHT**  
General Manager

**LESSOR**

APPROVED:

\_\_\_\_\_  
Anselmo G. Collins  
Director of Water Operations

\_\_\_\_\_  
Date

EXHIBIT A

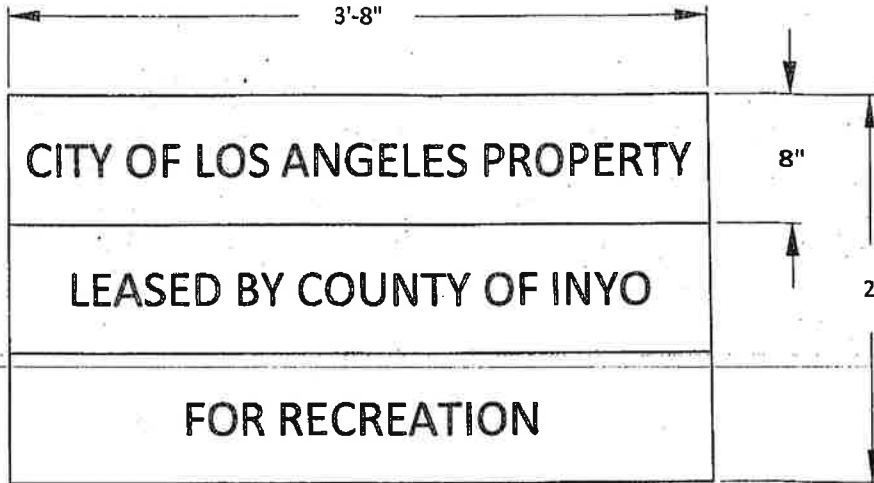


FB 1220-73  
11-2017 MJD

Subject Premises  
4.9 Acres  
BL 1449

22-140-03,4

EXHIBIT B



SIGN TO BE CONSTRUCTED OF STANDARD 2" x 8" REDWOOD ASSEMBLED TO AN OVERALL DIMENSION OF 24" X 44". SURFACE TO BE SMOOTH AND FREE OF KNOTS.

SIGN TO BE MOUNTED ON STANDARD 4" X 4" REDWOOD POSTS, FINISHED FOUR SIDES, PLACED IN CONCRETE AND 36" ON CENTER, TO AN OVERALL HEIGHT OF 5'.

LETTERING TO BE ROUTED ON ONE SIDE ONLY, 2" MINIMUM HEIGHT, AND LETTERS PAINTED WITH A BRIGHT OR LUMINOUS YELLOW PAINT.

COMPLETED SIGN AND POSTS TO BE STAINED WITH A REDWOOD STAIN AND COATED WITH A CLEAR, DURABLE, EXTERIOR FINISH.

SIGN IS TO BE MAINTAINED IN A SAFE, SECURE, AND LEGIBLE MANNER, PLEASING IN APPEARANCE AND COMPATIBLE WITH THE SURROUNDINGS. SURFACE TO BE REFINISHED AS NECESSARY.

O.V. A13,235

STANDARD SIGN FOR RECREATION LEASE

A

REFERENCES	DEPARTMENT OF WATER AND POWER			APPROVED
	WATER SYSTEM			
	CITY OF LOS ANGELES			
	DESIGNED	NAME	DATE	
DRAWN	MJD	03/18		
CHECKED			MJD ASHEET.DWG 10/01	

**EXHIBIT C**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	a site for a public campground
Reference/Agreement:	BL-1449 County of Inyo
Term of Agreement:	five years – 5/1/2019 through 4/30/2024
Contract Administrator and Phone:	Mrs. Karen McCoy/ Bishop / Ext. 0234
Risk Manager/Date	L.C. - 11/20/17

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION** (Stat. Limits)/Employer's Liability: (\$1,000,000)
  - () Broad Form All States Endorsement      () US L&H (Longshore and Harbor Workers)
  - () Jones Act (Maritime Employment)      () Outer Continental Shelf
  - () Waiver of Subrogation      () Black Lung (Coal Mine Health and Safety)
  - () Other: \_\_\_\_\_      () Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000)
  - () Owned Autos      () Any Auto
  - () Hired Autos      () Non-Owned Auto
  - () Contractual Liability      () Additional Insured
  - () MCS-90 (US DOT)      () Trucker's Form
  - () Waiver of Subrogation      () Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:**      () Limit Specific to Project      () Per Project Aggregate (\$1,000,000)
  - () Broad Form Property Damage      () Contractual Liability      () Personal Injury
  - () Premises and Operations      () Products/Completed Ops.      () Independent Contractors
  - () Fire Legal Liability      () Garage keepers Legal Liab.      () Child Abuse/Molestation
  - () Corporal Punishment      () Collapse/Underground      () Explosion Hazard
  - () Watercraft Liability      () Pollution      () Addition Insured Status
  - () Waiver of Subrogation      () Airport Premises      () Hangar keepers Legal Liab.
  - () Marine Contractors Liability      () Other: \_\_\_\_\_      () Other: \_\_\_\_\_
  
- () **PROFESSIONAL LIABILITY:**
  - () Contractual Liability      () Waiver of Subrogation      () 3 Year Discovery Tail
  - () Additional Insured      () Vicarious Liability Endt.      () Other: \_\_\_\_\_
  
- () **AIRCRAFT LIABILITY:**
  - () Passenger Per Seat Liability      () Contractual Liability      () Hull Waiver of Subrogation
  - () Pollution      () Additional Insured      () Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:**      () Loss Payable Status (AOIMA)
  - () Replacement Value      () Actual Cash Value      () Agreed Amount
  - () All Risk Form      () Named Perils Form      () Earthquake: \_\_\_\_\_
  - () Builder's Risk: \$ \_\_\_\_\_      () Boiler and Machinery      () Flood: \_\_\_\_\_
  - () Transportation Floater: \$ \_\_\_\_\_      () Contractors Equipment: \$ \_\_\_\_\_
  
- () **Loss of Rental Income:** \_\_\_\_\_
  - () Scheduled Locations/Propt.      () Other: \_\_\_\_\_      () Other: \_\_\_\_\_
  
- () **WATERCRAFT:**
  - () Protection and Indemnity      () Pollution      () Additional Insured
  - () Waiver of Subrogation      () Other: \_\_\_\_\_      () Other: \_\_\_\_\_
  
- () **POLLUTION:**
  - () Incipient/Long-Term      () Sudden and Accidental      () Additional Insured
  - () Waiver of Subrogation      () Contractor's Pollution      () Other: \_\_\_\_\_
  
- () **CRIME:**      () Joint Loss Payable Status      () Additional Insured
  - () Fidelity Bond      () Financial Institution Bond      () Loss of Monies/Securities
  - () Employee Dishonesty      () In Transit Coverage      () Wire Transfer Fraud
  - () Computer Fraud      () Commercial Crime      () Forgery/Alteration of Docs.
  - () Other: \_\_\_\_\_      () Other: \_\_\_\_\_
  
- () **ASBESTOS LIABILITY:**      () Additional Insured ( )



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
20

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

**FROM:** Recycle Waste Management

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** Authorize Expenditure for Class A Driver Training and Testing

**DEPARTMENTAL RECOMMENDATION:** Recommend that your Board approve a purchase order in the amount of \$6,598.00 to Hi Desert Truck Driving School.


**SUMMARY DISCUSSION:** Recycling Waste Management recently sent three landfill operators to driving school to obtain their Class A driver's license.

Landfill operators are required to obtain a Class 'A' driver's license. This fiscal year we have three operators who need to receive the training. Recycling Waste Management spent \$4,299 for the first operator. The cost to provide training for the additional two operators is \$6,598. With this request, the amount spent with this vendor will exceed \$10,000 requiring your Board's approval.

**ALTERNATIVES:** Your Board could choose not to approve the expenditure of this training, however the training is required.

**FINANCING:** Included in the Recycling Waste Management budget 045700 for the 2018-2019 fiscal year budget object code 5331.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>eyes</u> Date <u>4/3/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 4/9/19  
(Not to be signed until all approvals are received)  
(The Original plus 14 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures, Alisha McMurtrie, Treasurer/Tax Collector

FOR THE BOARD MEETING OF: April 16, 2019

SUBJECT: First Reading of Proposed Ordinance to Amend Inyo County Code Section 3.50

DEPARTMENTAL RECOMMENDATION:

Request Board introduce, read title, and waiver first reading of a proposed ordinance entitled "AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.50.040 OF THE INYO COUNTY CODE, and schedule the enactment for 11:15 a.m. on May 7, 2019.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During a workshop held on March 19, 2019, your board provided direction to staff regarding proposed amendments to Inyo County Code chapter 3.50. Staff subsequently assembled an ordinance to amend chapter 3.50 consistent with this direction, which is included with this item (see attached).

This item provides for a first reading of the proposed ordinance, as well as another opportunity for your board to direct staff regarding the proposed ordinance.

ALTERNATIVES:

Your board could direct staff to return with an ordinance based on further recommendations, or choose to not move forward with any code changes.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs for this item are limited to staff time.

APPROVALS

Table with 2 columns: COUNTY COUNSEL and AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS. Includes signature and date: 04/09/2019

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Handwritten signature

Date: 4-9-19



**ORDINANCE XXXX**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.50.040 OF THE INYO COUNTY CODE.**

**WHEREAS**, The State of California legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and,

**WHEREAS**, the voters of Inyo County approved a measure during the November 8, 2016 general election enacting ordinance 1202 imposing a tax on commercial cannabis activity; and,

**WHEREAS**, Chapter 3.50 was added to the Inyo County code, providing regulations pertaining to the taxation of commercial cannabis activity; and,

**WHEREAS**, State of California laws pertaining to commercial cannabis activities have been revised since enactment of Inyo County Code Chapter 3.50, requiring some amendments to Chapter 3.50 to ensure alignment and consistency with state law; and,

**WHEREAS**, Additional amendments to Chapter 3.50 are recommended by county staff before additional licensing application windows open.

**NOW, THEREFORE**, the Board of Supervisors, County of Inyo, ordains as follows:

**SECTION I:** Section 3.50.040 of the Inyo County Code is hereby amended in its entirety to read as follows:

**“3.50.040 Definitions.**

The following words and phrases shall have the meanings set forth below when used in this chapter:

“Business” shall include all activities engaged in or caused to be engaged in within the unincorporated area of the county, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except for the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. Cannabis does not include industrial hemp as defined by California Health and Safety Code section 11018.5(a), as may be amended.

“Cannabis product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premises in determining the total square footage.

“Commercial cannabis business” means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing,

preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the county, whether or not carried on for gain or profit.

“Cannabis business tax,” “business tax,” or “commercial cannabis tax” means the tax due pursuant to this chapter for engaging in commercial cannabis business in the unincorporated area of the county.

“Commercial cannabis cultivation” means cultivation conducted by, for, or as part of a commercial cannabis business.

“County permit” means a license or permit issued by the county to a person to authorize that person to operate or engage in a commercial cannabis business. The term “county permit” includes a commercial medical cannabis permit issued pursuant to any chapter of the Inyo County Code which may be adopted or amended from time to time which authorizes any cannabis regulatory activity, and if nonmedical marijuana business becomes legal under state law, the term “county permit” includes such permit as the county may require to operate or engage in nonmedical commercial cannabis business.

“Cultivation” means the activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Delivery” means the commercial transfer of cannabis or cannabis products from a dispensary.

“Dispensary” means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

“Distributor” or “distribution” or “distribution facility” means a person or facility involved in the procurement, sale, and/or transport of cannabis and cannabis products between permitted or licensed entities.

“Employee” means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner’s family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

“Engaged in business” means the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the unincorporated area of the county or coming into the unincorporated areas of the county from an outside location to engage in such activities. A person shall be deemed engaged in business with the county if some or all of the following apply:

1. Such person or person’s employee maintains a place of business within unincorporated area of the county for the benefit or partial benefit of such person;
2. Such person or person’s employee owns or leases real property within the unincorporated area of the county for business purposes;
3. Such person or person’s employee regularly maintains a stock of tangible personal property in the unincorporated area of the county for sale in the ordinary course of business;
4. Such person or person’s employee regularly conducts solicitation of business within the unincorporated area of the county;
5. Such person or person’s employee performs work or renders services in the unincorporated area of the county; and
6. Such person or person’s employee utilizes the streets within the unincorporated area of the county in connection with the operation of motor vehicles for business purposes.

The foregoing specified activities shall not be a limitation on the meaning of “engaged in business.”

“Evidence of doing business” means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government

agency or to the public that such person is engaged in a cannabis business in the unincorporated area of the county.

“Fiscal year” means July 1st through June 30th of the following calendar year.

“Gross receipts,” except as otherwise specifically provided, means the total amount actually received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
4. Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a person’s own account, not derived in the ordinary course of a business;
5. Receipts derived from the occasional sale of used, obsolete or surplus trace fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer’s business;
6. Cash value of sales, trades or transactions between departments or units of the same business;
7. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
8. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;
9. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the finance department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

“Growing cycle” means the life of cannabis plant grown from seed, clone or start to maturity, at which point the plant is harvested for flower or byproducts to dry, cure grade, trim or package for retail or wholesale.

“Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a location that packages or repackages cannabis or cannabis products or labels or relabels its container, that holds a valid county permit.

“Nursery” means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

“Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, cooperative, or any other group or combination acting

as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

“Personal medical cannabis cultivation” means cultivation by a qualified patient who cultivates one hundred square feet total canopy area or less of cannabis exclusively for his or her personal medical use but who does not provide, donate, sell, or distribute cannabis to any other person. “Personal medical cannabis cultivation” also includes cultivation by a primary caregiver who cultivates one hundred square feet total canopy area or less of cannabis exclusively for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with Section 11362.765(c) of the California Health and Safety Code, as it may be amended.

“Personal use” shall be defined as provided by state law applicable to use of cannabis, if any, as the same may be amended from time to time.

“Sale” means and includes any sale, exchange, or barter.

“State” means the state of California.

“State license,” “license,” or “registration” means a state license issued pursuant to California Business and Professions Code Section 19300, et seq. or other applicable state law.

“Testing laboratory” means a facility, entity, or site in the state that offers or performs testing of cannabis or cannabis product and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and
2. Registered with the California State Department of Public Health.

“Transport” means the transfer of cannabis or cannabis products from the permitted business location of one permittee or licensee to the permitted business location of another permittee or licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to state law.

“Transporter” means a person issued all required state and county permits to transport cannabis or cannabis products between permitted facilities.

“Treasurer-tax collector” means the treasurer-tax collector of the county of Inyo, his or her deputies or any other county officer charged with the administration of the provisions of this chapter.

## **SECTION II: SEVERABILITY.**

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

## **SECTION III: EFFECTIVE DATE.**

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
22

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

**FROM:** Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** April 16, 2019

**SUBJECT:** First Reading of Proposed Ordinance to Amend Inyo County Code Section 5.40

**DEPARTMENTAL RECOMMENDATION:**

Introduce, read title, and waive first reading of a proposed ordinance entitled "AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, AND 5.40.150 OF THE INYO COUNTY CODE, and schedule the enactment for 11:15 a.m. on May 7, 2019.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

During a workshop held on March 19, 2019, your board provided direction to staff regarding proposed amendments to Inyo County Code chapter 5.40. Staff subsequently assembled an ordinance to amend chapter 5.40 consistent with this direction, which is included with this item (see attached).

This item provides for a first reading of the proposed ordinance, as well as another opportunity for your board to direct staff regarding the proposed ordinance. Additionally, staff requests specific input from your board with regard to the allocation of license types and numbers for all cannabis licensing zones.

**ALTERNATIVES:**


Your board could direct staff to return with an ordinance based on further recommendations, or choose to not move forward with any code changes.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Costs for this item are limited to staff time.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</b>  Approved:  Date: 04/09/2019
------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 4-9-19

**ORDINANCE XXXX**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 5.40.020, 5.40.060, 5.40.070, 5.40.080, 5.40.090, 5.40.140, AND 5.40.150 OF THE INYO COUNTY CODE.**

**WHEREAS**, The State of California legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and,

**WHEREAS**, the MAUCRSA preserves that authorities of local public agencies to regulate commercial cannabis activity more stringently than required by state law; and,

**WHEREAS**, The Inyo County Board of Supervisors approved the enactment of Chapter 5.40 to the Inyo County Code; and,

**WHEREAS**, State of California laws pertaining to commercial cannabis activities have been revised since enactment of Inyo County Code Chapter 5.40, requiring some amendments to Chapter 5.40 to ensure alignment and consistency with state law; and,

**WHEREAS**, Additional amendments to Chapter 5.40 are recommended by county staff before additional licensing application windows open.

**NOW, THEREFORE**, the Board of Supervisors, County of Inyo, ordains as follows:

**SECTION I:** Section 5.40.020 of the Inyo County Code is hereby amended in its entirety to read as follows:

**“5.40.020 Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below when used in this chapter:

"Applicant" means the individual, partnership, association, limited liability company, or corporation that has applied for, but not yet obtained a Commercial Cannabis Business License to operate and conduct a business for which a Commercial Cannabis Business License is required pursuant to the provisions of this chapter.

"Application" means a written request submitted to the County Commercial Cannabis Permit Office for any license required by this chapter.

"Business" means all activities engaged in or caused to be engaged within the unincorporated area of the County, and includes professions, trades, vocations, enterprises, establishments, occupations, and all and every kind of calling, any of which are conducted or carried on for the purpose of earning in whole or in part a profit or livelihood, whether or not a profit of livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. A business shall also include a person as herein defined, but shall not include the services rendered by an employee to his or her employer. "Business" also means the soliciting of orders and the delivery of goods at either a fixed physical location and/or those that are operated on a mobile basis.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except for the resin extracted therefrom), fiber, oil, or cake, or the sterilized

seed of the plant which is incapable of germination. Cannabis does not include industrial hemp as defined by California Health and Safety Code section 11018.5(a), as may be amended.

“Cannabis product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Canopy” means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premise in determining the total square footage.

“Commercial cannabis business” means any business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

“Commercial cannabis business license” means the license issued pursuant to this chapter, which is required for all commercial cannabis business that is taxed pursuant to Inyo County Code Chapter 3.50 and California Revenue and Taxation Section 7284, and independent of any Conditional Use Permit that may be required to conduct a commercial cannabis business at a specific location. The word “license” is interchangeable with the word “permit.”

“County Commercial Cannabis Permit Office” or “C3PO” means the Office of the Agricultural Commissioner of the County of Inyo, his or her deputies, or any other County officer charged with the administration of the provisions of this chapter unless otherwise designated by resolution of the Inyo County Board of Supervisors.

"Fixed place of business" means any establishment, store, office or central place for carrying on regular activities.

“Indoor” means within a fully enclosed permanent building (e.g., not a “hoop house”) constructed in such a manner that does not allow perceptible odor to escape to the exterior of the structure.

"Operator" means any person who is operating and conducting, or intends to operate and conduct, a commercial cannabis business for which a license is required pursuant to the provisions of this chapter.

“Premises” means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel. A premises cannot span across multiple parcels.

"Person" means and includes an individual, partnership, corporation, limited liability company, firm, joint-venture, estate, trust, business trust, receiver, syndicate, association, cooperative or any other group or combination acting as a unit; when the terms used in this Section designate the principal, the same means and includes the clerk, agents, servants, representatives, and employees or such principals, it being the intent of this Chapter to license the business and not separate or individual acts or activities which constitute integral or related parts of the business except as otherwise provided in this Chapter.”

**SECTION II.** Section 5.40.060 of the Inyo County Code is hereby amended in its entirety to read as follows:

**“5.40.060 Procurement, term, and renewal.**

- A. The Commercial Cannabis Business License required by this chapter shall be procured prior to the commencement of business or, if the business is in operation and a license possessed, shall be renewed annually and prior to the expiration of such license in order for the license to remain valid.

- B. All Commercial Cannabis Business Licenses are subject to an annual renewal. The renewal period shall begin May 1 and end July 1 of each year. The C3PO shall inform each Commercial Cannabis Business License holder of the requirements of the requirements to renew their license.
- C. As part of the annual renewal process, the County, acting through the Board of Supervisors at a public hearing noticed at least 10-days in advance, may:
  - 1. Amend the general conditions on Commercial Cannabis Business Licenses to impose additional general conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
  - 2. Amend a specific Commercial Cannabis Business Licenses to apply additional specific conditions based on relevant information brought to the County's attention in the preceding twelve months. If appropriate in the County's sole discretion, the County may specify a time period within which the Operator must comply with such additional conditions.
- D. Operators who fail to annually renew their Commercial Cannabis Business License prior to July 1 each year will be required to submit a new application, obtain all appropriate approvals, and pay the application and license fees in addition to any previous penalties due."

**SECTION III.** Section 5.40.070 of the Inyo County Code is hereby amended in its entirety to read as follows:

**"5.40.070 – Limitation on number of licenses available.**

- A. The number of Commercial Cannabis Business Licenses available for each class of commercial cannabis activity, as set forth in Inyo County Code Section 18.06.182, shall be limited by zone as described below, and as shown for convenience purposes on the maps attached herewith as Exhibit 1. Any amendment of this Ordinance further limiting the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. The number of available licenses shall be as set forth below, provided however that only one license-classification per parcel shall count toward the applicable limit:
  - 1. Zone 1 shall be comprised of the First Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance and the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on the east, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 1 shall be as follows:
    - a. Cultivation Licenses: 2
    - b. Classification 6 Manufacturing Level 1: 1
    - c. Classification 7 Manufacturing Level 2: 0
    - d. Classification 8 Testing Laboratory: 1
    - e. Classification 10 Retailer: 2
    - f. Classification 11 Distributor: 1
    - g. Classification 12 Microbusiness: 1
  - 2. Zone 2 shall be comprised of the Second Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, excluding the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on



the east, which shall be assigned to Zone 1 above. The Commercial Cannabis Business Licenses available in Zone 2 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: Combined with Classification 7, 2 total
- c. Classification 7 Manufacturing Level 2: Combined with Classification 6, 2 total
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 0

3. Zone 3 shall be comprised of the Third Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 3 shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 0
- g. Classification 12 Microbusiness: 0

4. Zone 4 shall be comprised of the Fourth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 4 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5. 5A. Zone 5A shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the Fourth Supervisorial District; on the east, from Owenyo Lone Pine Road and Dolomite Loop Road to Highway 136 between Owenyo Lone Pine Road and Highway 395; and Highway 395 south to the intersection of Cottonwood Creek Road; on the south, westward from Cottonwood Creek Road, along Cottonwood Creek, to Horseshoe Meadows Road. to the end of Horseshoe Meadows

Road and due west approximately 2.6-miles to the County line. The Commercial Cannabis Business Licenses available in Zone 5A shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5B. Zone 5B shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5A extending to 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395; on the east, from 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395 and extending south, along a line 2.5-miles east and parallel to Highway 395, to the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, approximately 2.5 miles from Highway 395; on the south, westward from the northern boundary of Zone 5C approximately 2.5 miles from Highway 395 to the County line; and, on the west the County line to the southern boundary of Zone 5A. The Commercial Cannabis Business Licenses available in Zone 5B shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 0
- g. Classification 12 Microbusiness: 0

5C. Zone 5C shall be comprised of the area Within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5B, also being the southern line of Township 19 South M.D.B & M, and extended along the southern boundary of Zone 5D approximately 5-miles; on the east, the western boundary of the China Lake Naval Weapons Station; on the south, the County line; and, on the west, the County line to the boundary of Zone 5B. The Commercial Cannabis Business Licenses available in Zone 5C shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 1

g. Classification 12 Microbusiness: 1

5D. Zone 5D shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the intersection of Owenyo Lone Pine Road and the boundary of the Fourth Supervisorial District east along the boundary of the Fourth Supervisorial District to the western boundary of Death Valley National Park; on the east, southward along the western boundary of Death Valley National Park to its intersection with Old Toll Road south to Ophir Road, and continuing south on Ophir Road to the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M; on the south, the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M, extending due west to the northeast corner of Zone 5C and extending 5-miles west along the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, to a point 2.5-miles east of Highway 395; and, on the west, 2.5-miles east of Highway 395 and extending north, along a line 2.5-miles east and parallel to Highway 395 until a point 2.5-miles due west of the junction of Cottonwood Creek Road and Highway 395; and north following Highway 395 to the junction of Highway 395 and Highway 136 and following Highway 136 east to Dolomite Loop Rd, and following Dolomite Loop Rd. north to Owenyo Lone Pine Rd. and following Owenyo Lone Pine Rd to the southern boundary of District 4. The Commercial Cannabis Business Licenses available in Zone 5D shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 10 Retailer: 0
- f. Classification 11 Distributor: 1
- g. Classification 12 Microbusiness: 1

5E. Zone 5E shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and the east, the western boundary of Death Valley National Park; on the south, the County line; and, on the west the eastern boundary of the China Lake Naval Weapons Station to the south boundary of Zone 5D; and on the north, the north boundary of China Lake Naval Weapons Station east to Ophir Road and north along Old Ophir Road to the intersection with the boundary of Death Valley National Park. The Commercial Cannabis Business Licenses available in Zone 5E shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 2
- c. Classification 7 Manufacturing Level 2: 1
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 1

5F. Zone 5F shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north; by the southern boundary of Zone 4; and on the east, the Nevada State line south to the northern crest of the Nopah mountain range and south along the crest of the Nopah mountain range to the County line; and on the south, the County line to the western boundary of Death Valley National Park; and, on the west, the western boundary of Death Valley National Park to the southern boundary of Zone 4. The Commercial Cannabis Business Licenses available in Zone 5F shall be as follows:

- a. Cultivation Licenses: 10
- b. Classification 6 Manufacturing Level 1: 5
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 2

5G. Zone 5G shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and east, the intersection of northern crest of the Nopah mountain range and the Nevada State line south along the State line to the Inyo County line; on the south, the County line to the boundary of Zone 5F; and, on the west, the crest of the Nopah mountain range northward to the intersection with the Nevada State line. The Commercial Cannabis Business Licenses available in Zone 5G shall be as follows:

- a. Cultivation Licenses:
  - 1. 10 for cultivation activities of 5,000 square feet or less; and
  - 2. 5 for cultivation activities including those greater than 5,000 square feet.
- b. Classification 6 Manufacturing Level 1: 10
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 10 Retailer: 1
- f. Classification 11 Distributor: 2
- g. Classification 12 Microbusiness: 2

- B. Issuance of Commercial Cannabis Business Licenses for commercial cannabis business activities subject to the provisions of this Chapter but not subject to the County's land use regulations or definitions set forth in Inyo County Code Section 18.06.182, may be considered on an individual basis unless limited by amendments to this Chapter.
- C. The Board of Supervisors may reduce the number of classification(s) of Commercial Cannabis Business Licenses available in a specific zone following the County's ordinance amendment process. Any amendment to this ordinance reducing the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. If, however, the

numbers of a classification of Commercial Cannabis Business License are reduced in a given zone, all existing licensees in any such zone must re-apply for a Commercial Cannabis Business License during the renewal period for that year, or if already passed the following year, pursuant to section 5.40.090. Id necessary and appropriate in the County's sole discretion, the County may grant a temporary extension to any affected existing license to prevent it from expiring during the application process specified by section 5.40.090."

**SECTION IV.** Section 5.40.080 of the Inyo County Code is hereby amended in its entirety to read as follows:

**"5.40.080 – Form of application.**

- A. The C3PO shall create a standard application consistent with requirements of this section. The application shall become part of the record for any directly related hearing subsequently conducted to consider an application for a Conditional Use Permit required by Title 18 of this Code.
- B. The applicant for the Commercial Cannabis Business License required by this chapter shall be the operator of the business.
- C. Every application for a Commercial Cannabis Business License and/or renewal required by this chapter shall be signed by the applicant under penalty of perjury on a form required for such application and shall include, but is not limited to, the following information:
  - 1. The name and mailing address of the applicant and the names of all other persons having an ownership interest in the applicant applying for a license. If the applicant is not a natural person: the entity's address for its principal place of business and the name and mailing address of an officer who is duly authorized to accept the service of legal process;
  - 2. Contact information for the operator, including telephone number, e-mail address, and mailing address where the operator can be reached at any time if an emergency or code compliance issue arises;
  - 3. The name under which the operator will be doing business;
  - 4. The exact nature of the commercial cannabis business;
  - 5. The exact location of the commercial cannabis business including the Assessor's Parcel Number(s) and street address or the route or territory to be covered if no fixed place of business;
  - 6. The name and address of the owner of the property where the commercial cannabis business is located;
  - 7. The name and address of the lessor and/or lessees, if different from the owner of the property where the commercial cannabis business is located, if the location of the business is based on a lease or option to lease the location;
  - 8. Such other information as the C3PO may request in order to evaluate and process the application for a business license."

**SECTION V.** Section 5.40.090 of the Inyo County Code is hereby amended in its entirety to read as follows:

**"5.40.090 – License review and issuance process.**

- A. It is the intent of the County to consider applications for Commercial Cannabis Business Licenses required by this chapter pursuant to a competitive process.
- B. All applications for a Commercial Cannabis Business License shall be filed with the C3PO after payment of any required fees established by Resolution of the Board.
- C. Whenever there exists an available Commercial Cannabis Business License(s), but no sooner than January 1, 2018, the C3PO shall issue a notice of available Commercial Cannabis Business License(s)

and a request for applications therefor. Said notice shall specify how applications shall be submitted, the deadline for submitting applications, and the scoring criteria utilized for ranking the applications. The C3PO shall allow at least 60 calendar days for applications to be submitted after issuance of the notice of availability.

D. Initial Application Evaluation.

1. The C3PO shall conduct an initial review of all Applications and reject any Application that meets any of the following criteria:
  - a. The Application is incomplete.
  - b. The required fees have not been paid.
  - c. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact from the Application.
  - d. The proposed commercial cannabis business at the proposed location is not allowed as a conditional use or is otherwise prohibited by any state or local law or regulation.
  - e. Any person who is listed in the Application as required by this chapter has been convicted of a felony within the past three (3) years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
  - f. Any person who is listed in the Application as required by this chapter is delinquent in the payment of any applicable County taxes or fees.
  - g. Any person who is listed in the Application as required by this chapter is then in violation of any County Code.
2. First Rejection.
  - a. If the C3PO rejects an Application, the Office shall specify in writing the reasons for the decision and, except for an application that was previously rejected for any of the same reason(s), notify the applicant that the decision shall become final unless the applicant files an amended application within fourteen (14) business days of the date that the applicant received the rejection notice via certified mail. Only one amended application shall be allowed per review period. If, after 30 calendar days from the mailing of the letter of first rejection no delivery confirmation has been obtained, the application will receive a final score based on the information contained in the initial application submission.
3. Second Rejection.
  - a. If the C3PO rejects an Application for a second time for any of the same reasons forming the basis of a prior rejection, the notice of rejection shall specify in writing the reasons for the decision and the right of the applicant to file an appeal pursuant to section 5.40.150(A).
4. Upon close of the initial review period, all Applications that are not rejected shall proceed to the Application Scoring Evaluation.

E. Application Scoring Evaluation.

1. The C3PO shall develop detailed objective review criteria for evaluation of competing Applications, which shall be scored on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("Review Criteria"). At a minimum, said Review Criteria shall include but may not be limited to the following considerations or combinations thereof:
  - a. Adequacy of the security plan taking into consideration the Sheriff's evaluation of said plan;

- b. Adequacy of the operating plan;
  - c. Appropriateness of site location;
  - d. Proposed measures to mitigate potential negative impacts to the community including but not limited to police and fire community safety considerations;
  - e. Environmental considerations including water sources;
  - f. Residency considerations, including: operator residing within the County; hiring preferences for residents of unincorporated Inyo County; and, wages proposed to be paid to employees.
  - g. Community Benefit Plan, including but not limited to identification of a designated community liaison, and identified support for school-related and community-based organizations; and,
  - h. Any prior or existing operation of a commercial cannabis business subject to this chapter, with those conducted in good standing to receive a ten percent increase in total score and those not conducted in good standing to receive a ten percent decrease in total score.
2. The C3PO may conduct the Application Scoring Evaluation through a committee of County staff representing appropriate departments, other local agencies, and/or through use of a third party consultant.
  3. After Applications are scored, the C3PO shall provide the results of Application Scoring Evaluation to the Board of Supervisors for its consideration along with any recommendations for which Application(s) to approve, and the reasons therefor.
- F. The Board of Supervisors' consideration of applications for a Commercial Cannabis Business License, and any approval of such license will occur at a public hearing for which a public notice had been published 14-days in advance.
- G. The Board of Supervisors shall have the authority to determine, in its sole discretion, the competing applications that will be approved for a Commercial Cannabis Business License. In making its decision, the Board may adjust the results of the Application Scoring Evaluation. The decision of the Board of Supervisors is final and not subject to further administrative appeal.
- H. An application for a Commercial Cannabis Business License must achieve a score of at least 80% of the total possible points on the final Application Scoring Approval Evaluation approved by the Board of Supervisors in order to be awarded a Commercial Cannabis Business License.
- I. Upon the Board of Supervisors approving issuance of a Commercial Cannabis Business License, the C3PO shall provide the license to the applicant with 30 days of any conditions that may apply being met, and will be responsible for administering and enforcing the license terms and conditions. The Commercial Cannabis Business License shall be in the form prescribed by the Commercial Cannabis Business Permit Office and must contain, at a minimum, the licensee's name, the business name, the license classification, the location of the business operation, and the commencement and expiration dates of the license.
- J. Commercial Cannabis Business Licenses shall be conditionally issued contingent on applicant obtaining all applicable permits and licenses required by the County and/or State of California, and presenting same to the C3PO, within six (6) months of issuance of a Commercial Cannabis Business Licenses. Commercial Cannabis Business Licenses shall be void if the applicable State license(s) or permit(s), or local land use approvals, are not presented to the C3PO within six (6) months unless the C3PO agrees, in writing, to extend to deadline for obtaining and submitting the State permit(s) or license(s) for a period not to exceed an additional six (6) months. Any additional extension shall require the approval of the Board of Supervisors.

- K. Commercial Cannabis Business Licenses shall be conditionally issued contingent on the applicant remaining current on payment of all County fees and taxes, and compliance with all County regulations.
- L. Every licensee having a fixed place of business shall display the valid license in a conspicuous place in such place of business. Every licensee not having a fixed place of business shall carry such license on their person at all times during any actions related to the conduct of carrying on the licensed commercial cannabis business activity, and shall exhibit it, whenever requested, to any person.”

**SECTION VI.** Section 5.40.140 of the Inyo County Code is hereby amended in its entirety to read as follows:

**"5.40.140 - Grounds for revocation.**

- A. Any of the following shall be grounds for revocation of a Commercial Cannabis Business License:
  - 1. Violation of any conditions of the license;
  - 2. Violation of any provisions of this chapter or other applicable County regulations;
  - 3. Failure to pay fees or taxes, including those imposed by Chapter 3.50, or fines or penalties associated with said business when due and payable;
  - 4. Failure to obtain any other license or permit required by State law or County regulation to conduct the business, or such other required licenses or permits have been suspended or revoked.
  - 5. The conviction of any person who is listed in the application as required by this chapter of a felony while holding a Commercial Cannabis Business License during the previous three years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- B. Notwithstanding any provision in the Inyo County Code to the contrary, if the C3PO intends to revoke a Commercial Cannabis Business License, the C3PO or any other County officer charged with the administration of the provisions of this Chapter shall specify in writing the reasons for the decision and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Section 5.40.150. The notice shall specify whether the revocation is immediately imposed for public health or safety reasons or shall be effective following the hearing. The notice of the decision shall be served or mailed to the applicant at the address indicated on the application.
- C. No person may secure any Commercial Cannabis Business License if that person has had any license issued under this Chapter revoked within the preceding six months.”

**SECTION VII.** Section 5.40.150 of the Inyo County Code is hereby amended in its entirety to read as follows:

**"5.40.150 - Appeal.**

- A. Any applicant who alleges an error by the C3PO with respect to any second rejection of an application shall, within five (5) business days of the date the rejection notice was mailed, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision.
- B. Any Commercial Cannabis Business License holder aggrieved by any decision of the C3PO with respect to the revocation a Commercial Cannabis Business License shall, within ten (10) business days, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision before the Board of Supervisors.
- C. If application for a hearing is not made within the time prescribed, the rejection, revocation, or other decision or shall become a final action that is not subject to any further administrative remedy.

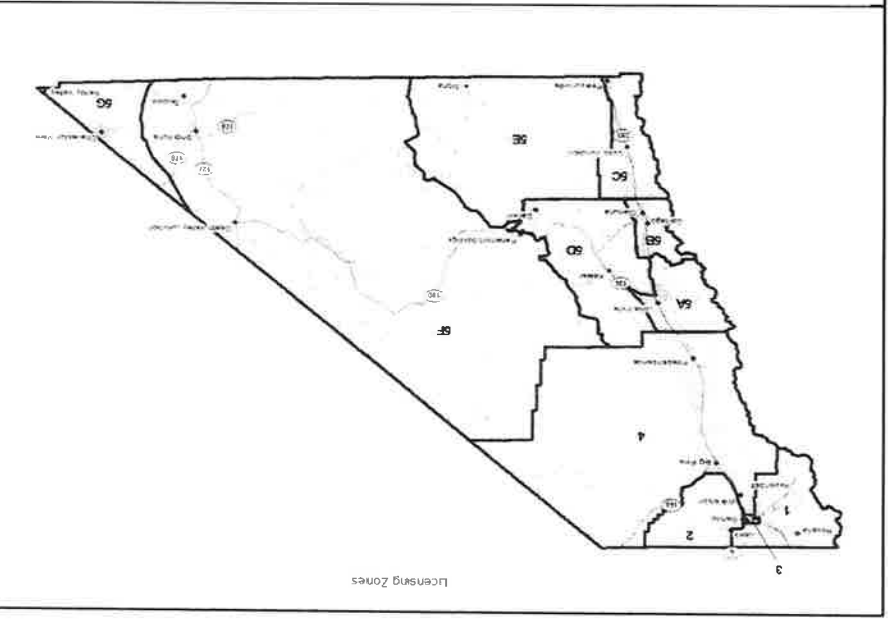


- D. If such application is made within the prescribed time period, the County Administrative Officer, or designee, shall give no fewer than five (5) business days written notice to the applicant to show cause at a hearing at a time and place fixed in the notice why the decision should not be upheld.
- E. At the hearing, the applicant may appear and offer evidence why such decision should be vacated. Within sixty (60) calendar days after the hearing, the County Administrative Officer, or designee, shall determine if the decision shall be upheld and shall thereafter give written notice to the applicant. The decision of the County Administrative Officer, or designee, shall be final and not subject to further administrative appeal.”

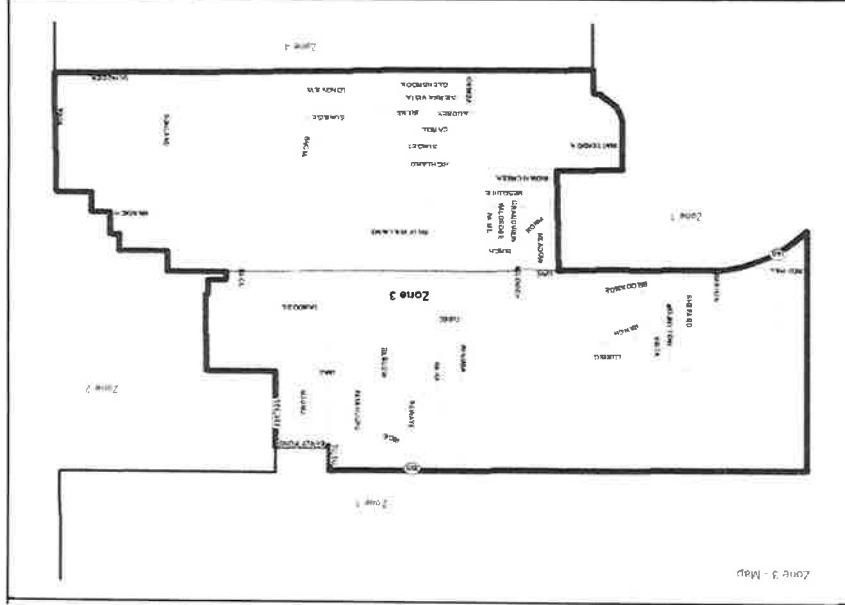
## **Exhibit 1**



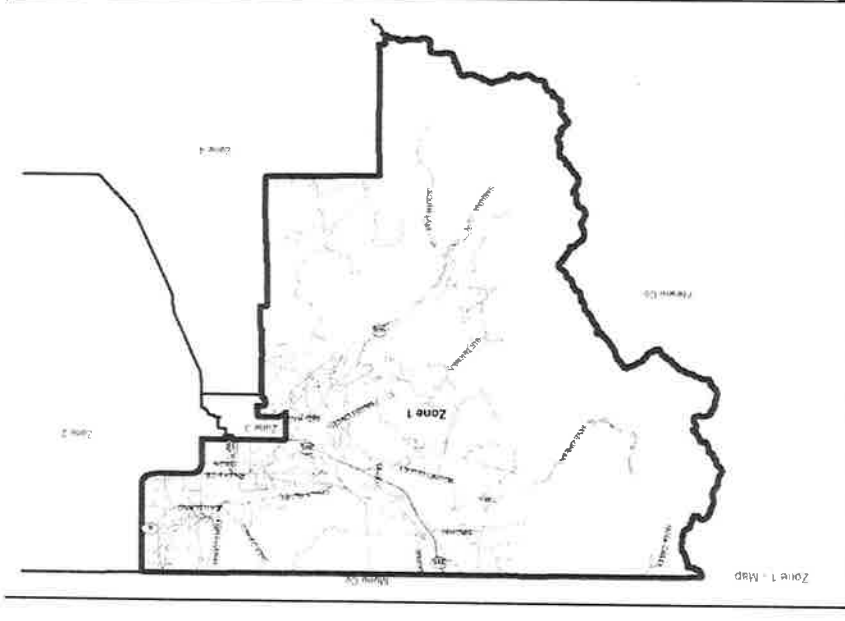
Zone 2 - Map



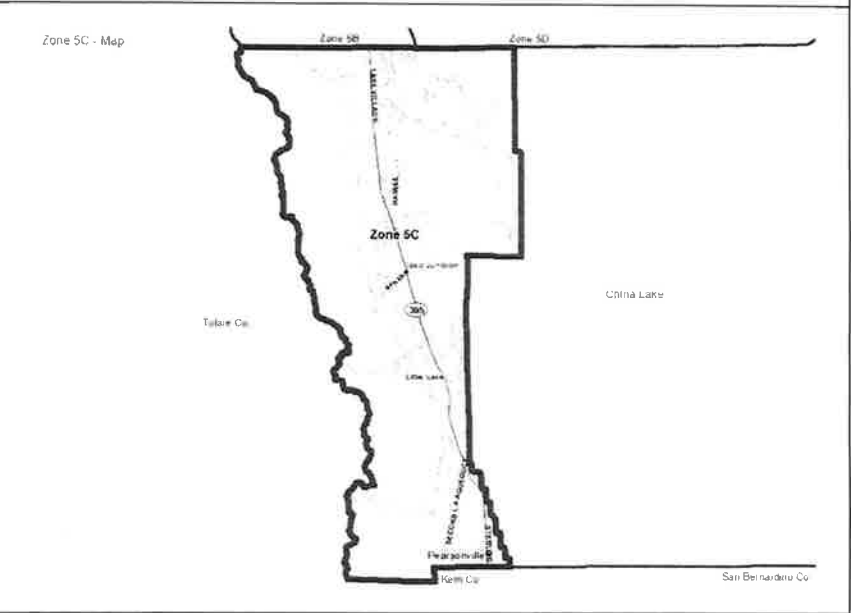
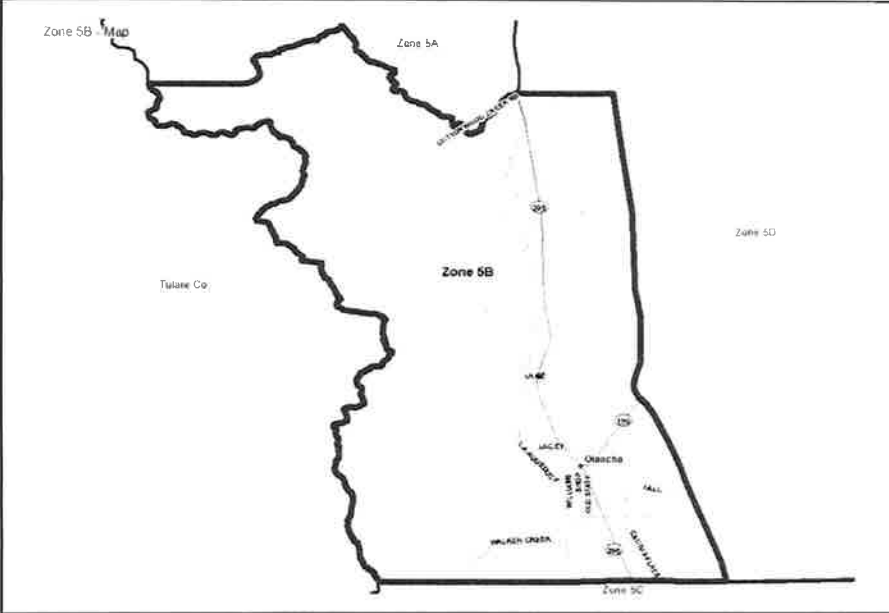
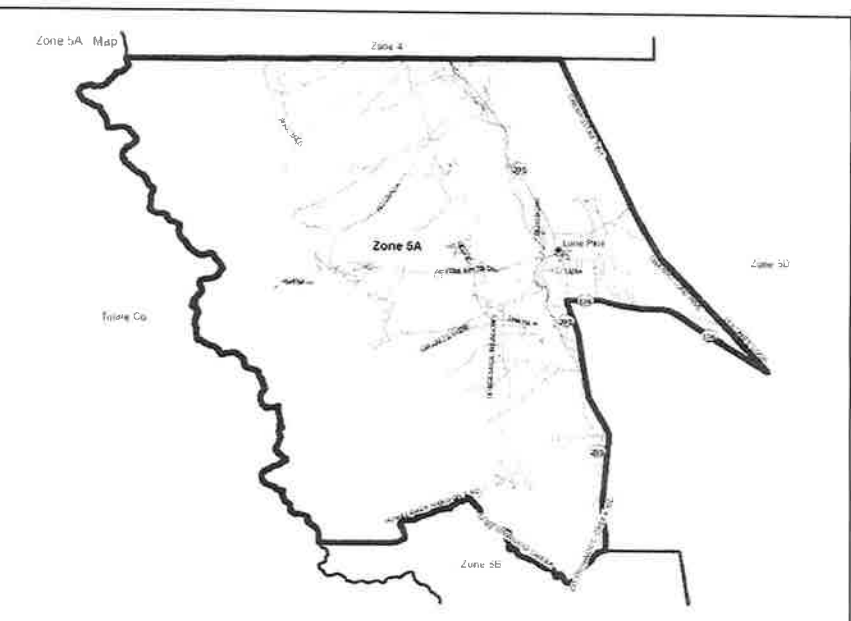
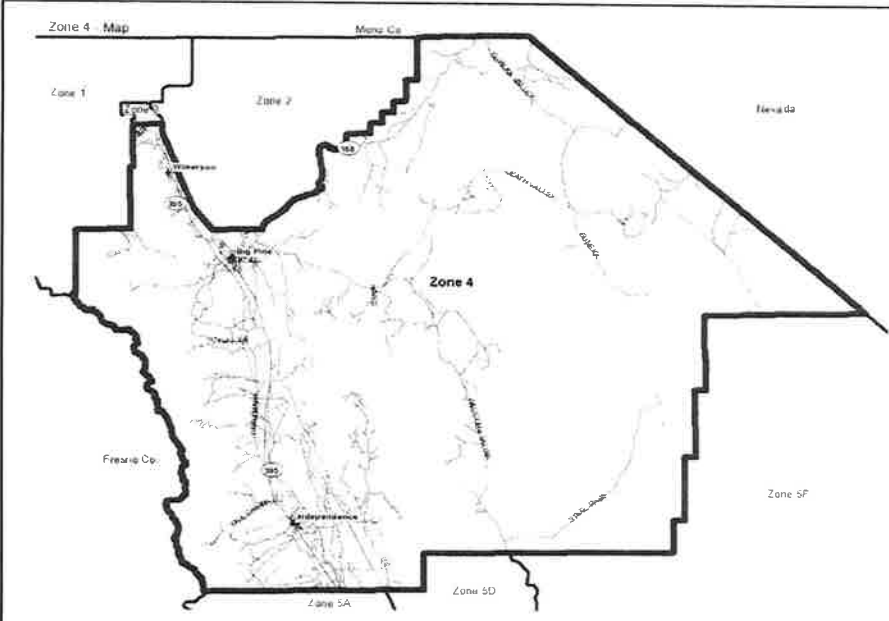
Licensing Zones

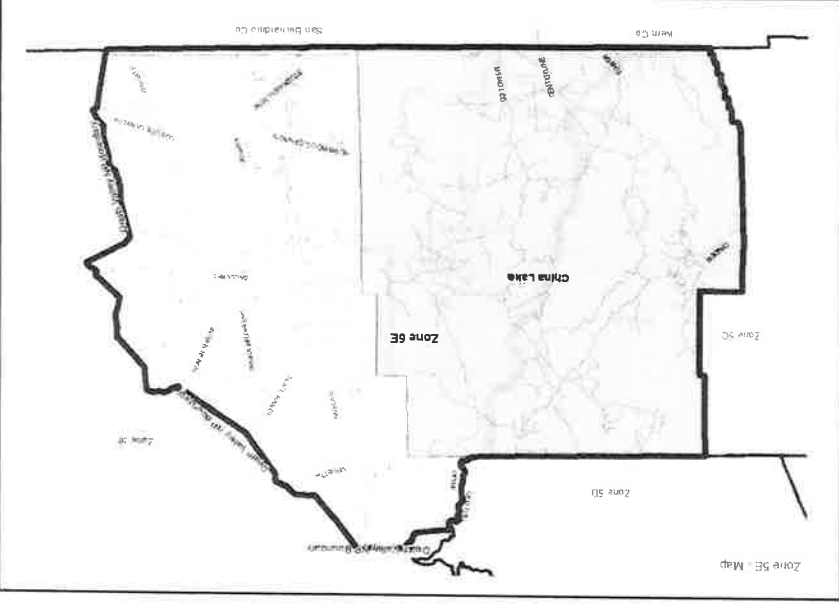
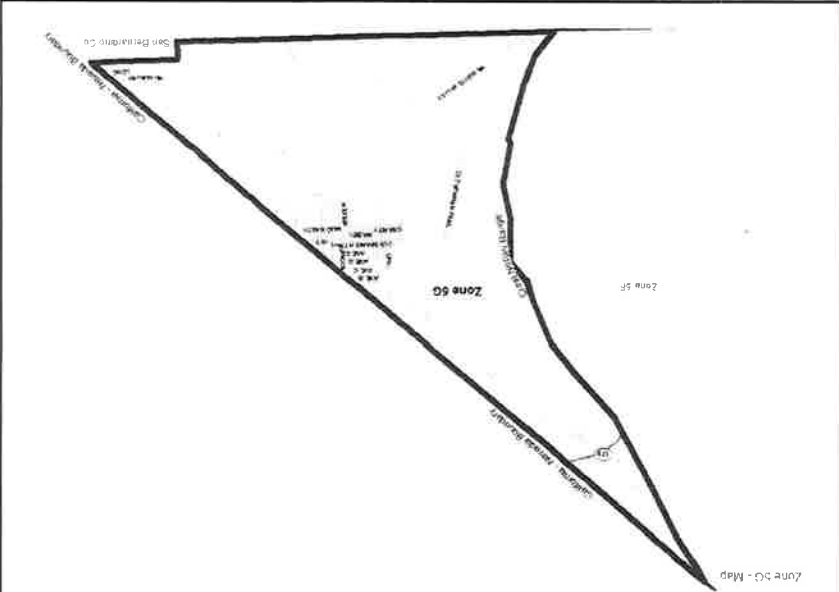
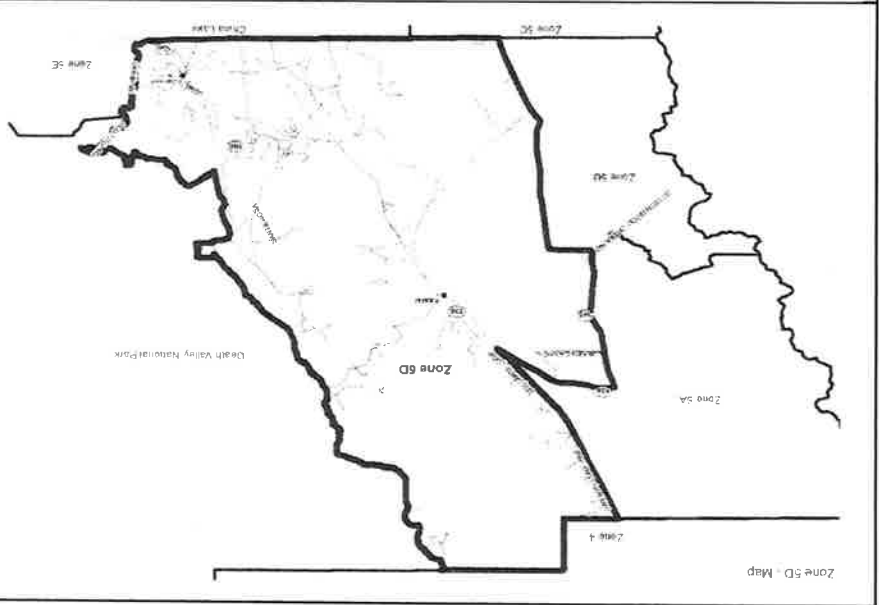
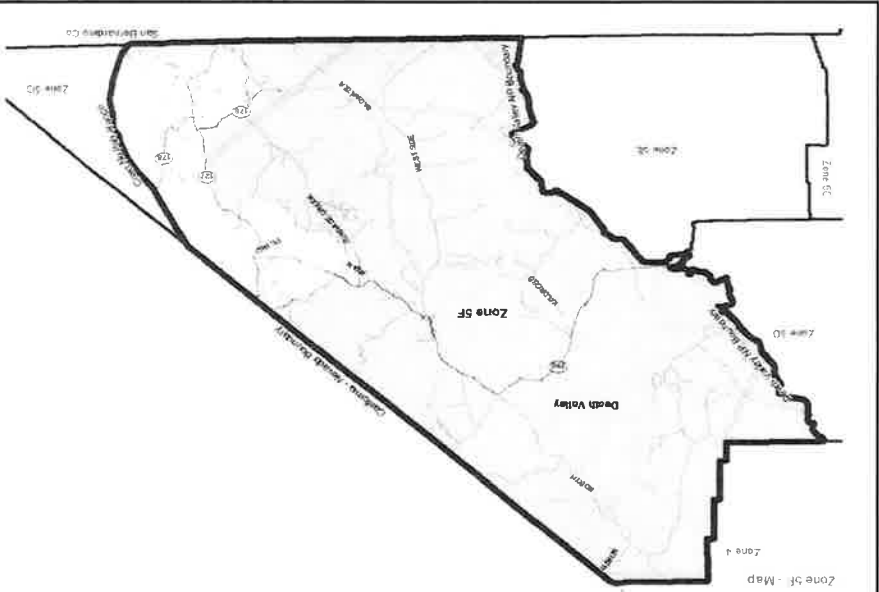


Zone 3 - Map



Zone 1 - Map





**SECTION VII: SEVERABILITY.**

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

**SECTION VIII: EFFECTIVE DATE.**

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



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

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: April 16, 2019**

**SUBJECT: Discussion of Inyo County Code 18.78.360(A)**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board discuss and direct staff regarding Inyo County Code section 18.78.360(A).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A workshop with your board was convened on March 19, 2019 to discuss suggested changes to Inyo County code associated with the regulation of commercial cannabis. Following this meeting, one more section of Chapter 18 was identified as potentially needing changes. This item is a request for your board to discuss section 18.78.360(A) and provide direction on whether or not to continue requiring a commercial cannabis business license as a requirement for receiving a conditional use permit to conduct cannabis activities. If this was no longer a requirement, those seeking to conduct commercial cannabis activities could obtain a conditional use permit before obtaining the commercial cannabis business license.

**ALTERNATIVES:**

Your board could choose to not consider this item and leave current processes in place.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This item has no financial impact to the county outside of staff time.

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date:

4-8-19



Mike Errante, Public Works Director  
Chris Cash, Deputy Director

## DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001

#25  
COUNTY  
OF  
INYO

### SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

MEETING DATE: April 24, 2019 7:00 A.M.

LOCATION: Lone Pine Death Valley Airport Terminal Building Board Clerk

- I. Call to order
- II. Approval of minutes from the January 23, 2019 meeting
- III. Report from Public Works
  - A. Budget Review: Existing funds as of 3/31/19

#### Lone Pine Death Valley Airport

##### **Operating \$62,949**

Significant expenditures excluding payroll:

Jan. – March 2019

\*Revenue is listed on attached Account Director's Reports\*

\$402.85 Building & Maintenance and Road Invoices  
\$197.20 Dept. of Weights & Measures (Fuel Device Registration)  
\$808 Ascent Aviation (Fuel Truck Lease)  
\$177 Steve's Auto & Gardner's Invoices  
\$471 Credit Card Fees  
\$103 AIRNAV (Online Advertising)  
\$2,370.60 (Fuel)  
\$1,993.43 (Utilities: Frontier & LADWP)  
\$12,795 QT Pod (Fast Pay Upgrade)  
\$1,098 AVCOM (AWOS Maintenance)

##### **Special Aviation \$25,212**

Significant Expenditures excluding payroll:

Jan. – March 2019

\$3,168.45 (Taxes: LADWP)

#### Independence Airport

##### **Operating \$28,736**

Significant Expenditures excluding payroll: None

Jan. - March 2019

##### **Special Aviation \$24,490**

Significant Expenditures excluding payroll:

Jan. – March 2019

\$263 (Utilities: LADWP)

\$3,869.78 (Taxes: LADWP)

B. Public Works Report

IV. Adjourn Meeting



Southern Inyo Airport Advisory Meeting Wednesday January 23, 2019

Attendees: Matt Kingsley, Travis Powell, Beverly Vander Wall, Mike Errante, Dean Vander Wall & Paul Lamos.

Called to order by Dean Vander Wall at 7:08 A.M.

Minutes of Oct. 24, 2018 meeting were approved, moved by Travis, seconded by Paul.

Report from Public Works:

Ken Babion retired. County is advertising for his position.

Received grant for design of runway & taxi way and apron improvement.

Travis outlined possible upgrades (with security) to create a pilot friendly lounge, labor to be provided by Best Western.

Dean expressed disappointment in overall look of & lack of visual appeal of exterior approach of building.

Paul Lamos questioned possibility of increasing size of apron for heli-pad

Travis reiterated his desire to have AWOS connected to Wifi, giving pilots the ability to check weather on internet.

Fuel prices were discussed with the hopes of a decrease per gal.

Fuel tanks have no new news

Nothing to report for Independence airport.

Due to frustration of county, not responding to requests made by Airport Advisory Board, Beverly Vander Wall has resigned from the board which leaves the position of secretary open.

Meeting adjourned at 7:59

Submitted by Beverly Vander Wall

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director					
OBJECT	OBJECT	Description	Budget	This Month	Tp - Date	Before Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
1505	LP/DV AIRPPOINT		150500	LONE PINE/DEATH VALLEY							
5124	EXTERNAL CHARGES		9,232	319	473	8,759	0	8,759	5.1		94.9
	EXTERNAL CHARGES		9,232	319	473	8,759	0	8,759	5.1		94.9
5173	MAINTENANCE OF EQUIPMENT-M		700	0	207	493	252	241	29.6	36.0	34.4
	MAINTENANCE OF EQUIPMENT P		700	0	207	493	252	241	29.6	36.0	34.4
5191	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
5199	MAINT OF STRUCTURES-MATERI			0	0	0	0	0			
	MAINTENANCE STRUCTURES MAT			0	0	0	0	0			
5265	PROFESSIONAL & SPECIAL SER		8,800	0	1,977	6,823	1,717	5,106	22.5	19.5	58.0
	PROFESSIONAL SERVICE		8,800	0	1,977	6,823	1,717	5,106	22.5	19.5	58.0
5281	RENTS & LEASES-EQUIPMENT		3,240	269	2,424	816	0	816	74.8		25.2
	RENTS & LEASES EQUIPMENT		3,240	269	2,424	816	0	816	74.8		25.2
5291	OFFICE, SPACE & SITE RENTA			0	0	0	0	0			
	SITE & OFFICE RENTS/LEASES			0	0	0	0	0			
5301	SMALL TOOLS & INSTRUMENTS			0	0	0	0	0			
	TOOLS			0	0	0	0	0			
5311	GENERAL OPERATING EXPENSE		4,247	115	1,791	2,456	130	2,325	42.2	3.1	54.8
	GENERAL OPERATING		4,247	115	1,791	2,456	130	2,325	42.2	3.1	54.8
5315	COUNTY COST PLAN		16,167	1,347	12,125	4,042	0	4,042	75.0		25.0
	COUNTY COST PLAN		16,167	1,347	12,125	4,042	0	4,042	75.0		25.0
5351	UTILITIES		8,500	673	5,574	2,926	0	2,926	65.6		34.4
	UTILITIES		8,500	673	5,574	2,926	0	2,926	65.6		34.4
5361	FUEL, OIL & WATER FOR RESA		48,000	2,371	31,046	16,954	0	16,954	64.7		35.3

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director					
OBJECT	OBJECT	Description	Budget	This Month	Tp - Date	Before Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
1505	LP/DV AIRPPORT		150500	LONE PINE/DEATH VALLEY							
	FUEL & OIL FOR RESALE		48,000	2,371	31,046	16,954	0	16,954	64.7		35.3
5650	EQUIPMENT		15,000	0	12,795	2,205	2,205	0	85.3	14.7	
	EQUIPMENT		15,000	0	12,795	2,205	2,205	0	85.3	14.7	
	** TOTAL EXPENSES **		113,886	5,094	68,413	45,473	4,304	41,169	60.1	3.8	36.1
FUND	LP/DV AIRPPORT		TOTALS **								
	** TOTAL EXPENSES **		113,886	5,094	68,413	45,473	4,304	41,169	60.1	3.8	36.1

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director					
OBJECT	OBJECT	Description	Budget	This Month	Tp - Date	Before Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
1506		LONE PINE/DEATH VALLEY AIR-SPC	150600	LONE PINE/DEATH VALLEY							
5124		EXTERNAL CHARGES	120	0	0	120	0	120			100.0
		EXTERNAL CHARGES	120	0	0	120	0	120			100.0
5173		MAINTENANCE OF EQUIPMENT-M	248	0	0	248	248	0		100.0	
		MAINTENANCE OF EQUIPMENT P	248	0	0	248	248	0		100.0	
5191		MAINTENANCE OF STRUCTURES		0	0	0	0	0			
		MAINTENANCE OF STRUCTURES		0	0	0	0	0			
5199		MAINT OF STRUCTURES-MATERI	1,778	0	0	1,778	0	1,778			100.0
		MAINTENANCE STRUCTURES MAT	1,778	0	0	1,778	0	1,778			100.0
5265		PROFESSIONAL & SPECIAL SER		0	0	0	0	0			
		PROFESSIONAL SERVICE		0	0	0	0	0			
5281		RENTS & LEASES-EQUIPMENT		0	0	0	0	0			
		RENTS & LEASES EQUIPMENT		0	0	0	0	0			
5291		OFFICE, SPACE & SITE RENTA	3,700	0	3,668	32	0	32	99.1		0.9
		SITE & OFFICE RENTS/LEASES	3,700	0	3,668	32	0	32	99.1		0.9
5301		SMALL TOOLS & INSTRUMENTS		0	0	0	0	0			
		TOOLS		0	0	0	0	0			
5311		GENERAL OPERATING EXPENSE	395	0	0	395	0	395			100.0
		GENERAL OPERATING	395	0	0	395	0	395			100.0
5315		COUNTY COST PLAN		0	0	0	0	0			
		COUNTY COST PLAN		0	0	0	0	0			
5351		UTILITIES		0	0	0	0	0			
		UTILITIES		0	0	0	0	0			
5539		OTHER AGENCY CONTRIBUTIONS		0	0	0	0	0			



SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director					
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1503	INDY AIRPORT OPERATING		150300	INDEPENDENCE AIRPORT							
OBJECT	OBJECT	Description	Budget	This Month	Tp - Date	Before Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
5124	EXTERNAL CHARGES		300	0	5	295	0	295	1.5		98.5
	EXTERNAL CHARGES		300	0	5	295	0	295	1.5		98.5
5173	MAINTENANCE OF EQUIPMENT-M			0	0	0	0	0			
	MAINTENANCE OF EQUIPMENT P			0	0	0	0	0			
5191	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
5199	MAINT OF STRUCTURES-MATERI			0	0	0	0	0			
	MAINTENANCE STRUCTURES MAT			0	0	0	0	0			
5263	ADVERTISING			0	0	0	0	0			
	ADVERTISING			0	0	0	0	0			
5265	PROFESSIONAL & SPECIAL SER			0	0	0	0	0			
	PROFESSIONAL SERVICE			0	0	0	0	0			
5291	OFFICE, SPACE & SITE RENTA			0	0	0	0	0			
	SITE & OFFICE RENTS/LEASES			0	0	0	0	0			
5301	SMALL TOOLS & INSTRUMENTS			0	0	0	0	0			
	TOOLS			0	0	0	0	0			
5311	GENERAL OPERATING EXPENSE			0	0	0	0	0			
	GENERAL OPERATING			0	0	0	0	0			
5315	COUNTY COST PLAN		4,390	366	3,292	1,098	0	1,098	75.0		25.0
	COUNTY COST PLAN		4,390	366	3,292	1,098	0	1,098	75.0		25.0
5333	MOTOR POOL			0	0	0	0	0			
	MOTORPOOL			0	0	0	0	0			
5351	UTILITIES			0	0	0	0	0			

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director				
1503	INDY AIRPORT OPERATING		150300	INDEPENDENCE AIRPORT						
OBJECT	OBJECT	Description	Budget	This Month	Before Tp - Date Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
	UTILITIES			0	0	0	0	0		
	** TOTAL EXPENSES **		4,690	366	3,297	1,393	0	1,393	70.3	29.7
FUND	INDY AIRPORT OPERATING	TOTALS **								
	** TOTAL EXPENSES **		4,690	366	3,297	1,393	0	1,393	70.3	29.7

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 5124,5173-5650  
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN; 75% of Fiscal Year

FUNDGRP	FUNDGRP	Title	BUDUNIT	BUDUNIT Title		Director					
OBJECT	OBJECT	Description	Budget	This Month	Tp - Date	Before Commitments	Open Commitments	Balance	Exp%	Comm%	Aval%
1504	INDY AIRPORT SPECIAL AVIATION		150400	INDEPENDENCE AIRPORT -							
5124	EXTERNAL CHARGES		2,964	0	0	2,964	0	2,964			100.0
	EXTERNAL CHARGES		2,964	0	0	2,964	0	2,964			100.0
5173	MAINTENANCE OF EQUIPMENT-M		386	0	0	386	0	386			100.0
	MAINTENANCE OF EQUIPMENT P		386	0	0	386	0	386			100.0
5191	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
	MAINTENANCE OF STRUCTURES			0	0	0	0	0			
5199	MAINT OF STRUCTURES-MATERI		500	0	0	500	0	500			100.0
	MAINTENANCE STRUCTURES MAT		500	0	0	500	0	500			100.0
5265	PROFESSIONAL & SPECIAL SER			0	0	0	0	0			
	PROFESSIONAL SERVICE			0	0	0	0	0			
5291	OFFICE, SPACE & SITE RENTA		4,075	0	3,870	205	0	205	95.0		5.0
	SITE & OFFICE RENTS/LEASES		4,075	0	3,870	205	0	205	95.0		5.0
5311	GENERAL OPERATING EXPENSE		490	0	0	490	0	490			100.0
	GENERAL OPERATING		490	0	0	490	0	490			100.0
5351	UTILITIES		1,500	87	820	680	0	680	54.6		45.4
	UTILITIES		1,500	87	820	680	0	680	54.6		45.4
	** TOTAL EXPENSES **		9,915	87	4,689	5,226	0	5,226	47.3		52.7
FUND	INDY AIRPORT SPECIAL AVIAT	TOTALS **									
	** TOTAL EXPENSES **		9,915	87	4,689	5,226	0	5,226	47.3		52.7