

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

August 7, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Los Angeles Department of Water and Power v. County of Inyo, Kern County Superior Court Case No. BCV-18-10151313-KCT.**
 3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case No. BVC-18-101260; Case No. BVC-18-101261; and Case No. BVC-18-101262.**
 4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
 5. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
- 5a. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] –** Title: County Administrator.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

CLERK-RECORDER-REGISTRAR OF VOTERS

9. Request Board approve payment to DFM Associates in the amount of \$14,700.40 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget.

COUNTY ADMINISTRATOR

10. **Information Services** – Request Board: A) authorize a 2% increase in the Software Maintenance Agreement between Superior and the County of Inyo; and B) authorize payment of the invoice for the Software Maintenance Agreement between Superior and the County of Inyo for the County's ONESolution enterprise finance and accounting system (formerly IFAS) for Fiscal Year 2018-2019, in an amount not to exceed \$40,646, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget.
11. **Motor Pool** – Request Board authorize the issuance of a blanket purchase order for the following vendors in the following amounts, for vehicle maintenance, equipment maintenance, and purchase of tires, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget: \$30,000 for Bishop Ford; \$30,000 for Bishop Automotive Chevron; \$20,000 for Mr. K's; and \$20,000 for Britt's Diesel.
12. **Recycling and Waste Management** – Request Board authorize the issuance of a blanket purchase order for the following vendors in the following amounts, for purchase of equipment parts, vehicle parts and small tools, for Parks and Recreation, Motor Pool, and Recycling and Waste Management, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget: \$25,000 for Steve's Auto Parts; \$20,000 for Dave's Auto Parts; and \$15,000 for High Country Lumber.

HEALTH AND HUMAN SERVICES

13. Request Board approve Amendment A03 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health for the California Woman, Infants, and Children (WIC) Contract, shifting funds for years 3 through 4 to reflect actual expenditures invoiced, for a total amount not to exceed \$1,479,808 for the period of October 1, 2015 through September 30, 2019, contingent upon the Board's approval of future budgets; and authorize the HHS Director to sign Standard Agreement No. 15-10070, amendment A03.

PLANNING

14. Request Board approve and authorize the Chairperson to sign the agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2018 through September 30, 2019.

PUBLIC WORKS

15. Request Board appoint Steven Young to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, to an unexpired two-year term ending April 13, 2020. (*Notice of Vacancy resulted in a request for appointment only from Mr. Steven Young.*)
16. Request Board: A) approve Parcel Map No. 386; and B) accept the Offer of Dedication for road and utility purposes.
17. Request Board authorize the County Administrator to sign a Quitclaim Deed on a property at 800 N. Hwy. 395, Cartago, CA 93549 (APN 29-100-63), which will then be filed by Inyo-Mono Title on behalf of the current property owner.
18. Request Board approve the purchase of a 65-lb. capacity UniMac Commercial Washer Extractor from Laundry Services of Nevada, Inc. of Sparks, NV in an amount not to exceed \$16,761.34.

19. Request Board approve an increase of Purchase Order #P43073 by \$14,121, for the inclusion of sales tax in the Crafcro crack seal contract previously awarded to Environmental Concepts, for a total not-to-exceed amount of \$190,071.
20. Request Board approve the plans and specifications for the Lone Pine VFW Parking Lot / Gene Autry Lane Paving Project and authorize the Public Works Director to advertise and bid the project.
21. Request Board approve the Plans and Specifications for the South Street Parking Lot Project and authorize the Public Works Director to advertise and bid the project.
22. Request Board: A) approve the grant agreement between Inyo County and the Federal Aviation Administration for the Bishop Airport Taxiway Rehabilitation Design Project, in the amount of \$300,000, maximum, contingent upon review and approval of agreement by County Counsel; and B) authorize the Public Works Director to sign the grant agreement on behalf of the County.
23. Request Board: A) declare the State of California a sole-source provider and approve the contract between the County of Inyo and State of California for the preparation of Inyo County's Annual Road Report, in an amount not to exceed \$4,000 for the fiscal year ending June 30, 2018, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; B) designate the Road Commissioner to sign the Road Report, per State Law; and C) authorize the Road Commissioner to sign the contract.
24. Request Board: A) award the construction contract for the Bishop Senior Center Improvement Project to Troy Cauldwell Paint and Stucco in the amount of \$42,390; B) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other contract documents, including contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
25. Request Board: A) award the construction contract for the Whitney Portal and Horseshoe Meadows Roads Permanent Restoration Repair Project to Bowman Asphalt, Inc. of Bakersfield, CA in the amount of \$264,434; B) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other contract documents, including contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

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

26. **BOARD OF SUPERVISORS** – ***Supervisor Griffiths*** – Request Board consider and possibly approve a resolution in support of SB 3: the Veterans and Affordable Housing Act, to appear on the November 6, 2018 ballot.
27. **AUDITOR-CONTROLLER** – Request the Board: A) declare CliftonLarsonAllen LLP CPAs a sole-source provider and ratify and approve the contract between the County of Inyo and CliftonLarsonAllen LLP CPAs for the provision of audit services for the County for the period of July 1, 2018 through June 30, 2019 in the amount of \$76,000 with an option to extend the contract two additional years to include the fiscal year ending June 30, 2020 (\$78,200) and fiscal year ending June 30, 2021 (\$80,400), for a total amount not to exceed \$234,600, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
28. **AUDITOR-CONTROLLER** – Request the Board: A) declare MGT Consulting Group a sole-source provider and ratify and approve the contract between the County of Inyo and MGT Consulting Group for the preparation of the Fiscal Year 2018-2019 SB 90 State Mandated Reimbursement Claim, for the period of July 1, 2018 through June 30, 2019, with the option to extend the contract for Fiscal Years 2019-2020 and 2020-2021 for a total amount not to exceed \$26,100, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
29. **AUDITOR-CONTROLLER** – Request the Board: A) declare MGT Consulting Group a sole-source provider and ratify and approve the contract between the County of Inyo and MGT Consulting Group for the preparation of the Fiscal Year 2018-2019 Cost Plan Allocation, for the period of July 1, 2018 through June 30, 2019, with the options to extend the contract to include Fiscal Years 2019-2020 and 2020-2021 for a total

amount not to exceed \$22,500, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

30. **CHILD SUPPORT SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Child Support Attorney I-IV exists in the non-General Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; B) while the position could be filled by internal recruitment, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Child Support Attorney I-IV, Range 81-89 (\$5,806 - \$8,586), depending on qualifications and contingent upon funding for the position being continually provided for in future California Department of Child Support Services allocation(s) to the region and the child support services program not being re-aligned by the State of California.
31. **CHILD SUPPORT SERVICES** – Request your Board find consistent with Article IV, Classification Plan, of Attachment E to the Memorandum of Understanding Between The County of Inyo and the Inyo County Employees Association (MOU) that: A) a change in the authorized strength is needed to delete one Administrative Analyst II position at Range 70 (\$4,569 - \$5,557) and adding one Administrative Analyst III position at Range 72 (\$4,787 - \$5,815); B) the County Administrator affirmatively recommends the position be allocated to a higher classification by the Board and the availability of funding for the position of Administrative Analyst III exists as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; C) and where the position is currently filled by an internal candidate meeting the qualifications for reclassification, approve the reclassification to an Administrative Analyst III at Range 72(\$4,787 - \$5,815).
32. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve a sole-source contract between the County of Inyo and Inyo County Superintendent of Schools in a total amount not to exceed \$200,000 for the period of July 1, 2018 through June 30, 2020 (estimated to be \$100,000 in Fiscal Year 2018-2019 and \$100,000 in Fiscal Year 2019-2020), for the implementation of the Mental Health Services Act Prevention Early Intervention Program, contingent upon the Board's adoption of the future years' budgets, and authorize the Chairperson to sign the contract and HIPAA Business Associates Agreement.
33. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve a contract with Tarzana Treatment Centers for the provision of residential alcohol and drug treatment in an amount not to exceed \$25,000 for the period of July 1, 2018 through June 30, 2019, contingent upon Board's adoption of future Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associates Agreement.
34. **HEALTH AND HUMAN SERVICES – FIRST** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Specialist IV exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Audit-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) HHS Specialist IV at Range 60 (\$3,612 - \$4,387).
35. **HEALTH AND HUMAN SERVICES – Fiscal** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III exists in various non-General Fund HHS budgets, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates 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) Office Technician III at Range 63 (\$3,791 - \$4,613), and if an internal candidate is hired within the division through the open recruitment, authorize HHS to backfill the resulting vacancy.
36. **SHERIFF** – Request the Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for one (1) APAR Shelter Assistant exists in the General fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of (1) one APAR Shelter Assistant, Range 42PT (\$12.75/hr - \$15.52/hr).
37. **SHERIFF** – Request the Board find that, consistent with the adopted Authorized Review Policy: A) the availability of funding for one (1) Undersheriff, one (1) Lieutenant, and one (1) Deputy Sheriff exists in the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could

possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Undersheriff, Range 85SE (\$7,895 - \$10,323), one (1) Lieutenant, Range 81SC-81SD (\$6,620 - \$9,092), and one (1) Deputy Sheriff, Range 67SA-SC (\$4,317 - \$5,791), and authorize up to the D step for a qualified lateral applicant.

38. **PUBLIC WORKS** – Request Board: A) declare CliftonLarsonAllen LLP CPAs a sole-source provider and ratify and approve the contract between the County of Inyo and CliftonLarsonAllen LLP CPAs for the provision of audit services for the Inyo County Local Transportation Commission for the period of July 1, 2018 through June 30, 2019 in the amount of \$6,400 with an option to extend the contract two additional years to include the fiscal year ending June 30, 2020 (\$6,592) and fiscal year ending June 30, 2021 (\$6,790), for a total amount not to exceed \$19,782, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
39. **PUBLIC WORKS** – Request Board ratify and approve the lease with Supattra Bergstrom for the operation of the Thai Thai Restaurant at the Bishop Airport for the period of April 1, 2018 through March 31, 2021 with four one-year options to extend through March 31, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
40. **PUBLIC WORKS** – Request Board:
 - A. Reclassify Senior Engineer to Deputy Public Works Director and authorize the County Administrator to sign the at-will contract. Consistent with the recommendation of the County Administrator, change the authorized strength in the Public Works Department as follows:
 1. De-fund one full-time Senior Engineer, Range 85 (\$6,535 - \$7,945) and;
 - B. Reclassify Road Superintendent to Deputy Public Works Director and authorize the County Administrator to sign the at-will contract. Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department as follows:
 1. Delete one full-time Road Superintendent, Range 78 (\$5,518 - \$6,705) and add one full-time Deputy Public Works Director, Range 88 (\$7,034 - \$8,547) and;
 - C. Reclassify Administrative Analyst III to Management Analyst. Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department as follows:
 1. Delete one full-time Administrative Secretary III, Range 64 (\$3,964 - \$4,817) and add one full-time Management Analyst, Range 80 (\$5,784 - \$7,035) and;
 - D. Reclassify Road Shop Assistant to Road Shop Supervisor. Consistent with the recommendation of the County Administrator, change the authorized strength in the Public Works Department as follows:
 1. Delete one full-time Shop Assistant, Range 60 (\$3,612 - \$4,387) and add one full-time Heavy Equipment Mechanic I or II, Range 58 (\$3,444 - \$4,190) or Range 60 (\$3,612 - \$4,387);
 2. Approve the modified job description for the Road Shop Supervisor and;
 - E. Find that consistent with the adopted Authorized Position Review Policy:
 1. The availability of funding for the requested Heavy Equipment Mechanic I or II position comes from Road Fund sources, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor Controller;
 2. Where internal candidates may meet the qualifications for the position, and the vacancy might be filled through an internal recruitment; however, due to the nature of the position an open recruitment would be more appropriate to best ensure a pool of the most qualified applicants; and
 3. Authorize the hiring of one Heavy Equipment Mechanic I or II, Range 58 (\$3,444 - \$4,190) or Range 60 (\$3,612 - \$4,387).
41. **COUNTY ADMINISTRATOR** – Request Board authorize and ratify the County Administrator's signature on Attachment C to Inyo-Mono Advocates for Community Action's Grant Application for funding services and activities for homeless and at-risk of homelessness populations.
42. **COUNTY ADMINISTRATOR** – ***Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
43. **COUNTY ADMINISTRATOR** – ***Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

44. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
45. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
46. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
47. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of June 26, 2018, July 3, 2018, and July 10, 2018, and the special Board of Supervisors meeting of July 27, 2018.

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

- | | |
|------------|---|
| 11 a.m. | 48. <u>AG COMMISSIONER – Owens Valley Mosquito Abatement Program</u> – Request Board: A) conduct a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2018-2019, the services and programs, the assessments fund, and any other issues related to the assessments; and B) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California Administering the Owens Valley Mosquito Abatement Program Approving the Engineer’s Reports, Confirming the Assessment Diagram, and Assessment and Ordering the Levy of Assessments for Fiscal Year 2018-2019 for the Owens Valley Mosquito Abatement Program Assessment (Assessment No. 1) and for the Mosquito Control and Disease Prevention Assessment (Assessment No. 2).” |
| 11:30 a.m. | 49. <u>BOARD OF SUPERVISORS</u> – Request Board review the County’s current Legislative Platform and direct any desired changes, additions, or deletions. |
| 1:30 p.m. | 50. <u>BOARD OF EQUALIZATION</u> – The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda). |

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.

CORRESPONDENCE – ACTION

51. **Inyo Fish and Wildlife Commission** – Request Board approve a \$1,500 expenditure from the Fiscal Year 2018-2019 Fine Fund Budget to Wildcare Eastern Sierra (formerly Eastern Sierra Wildlife Care) for the rehabilitation of injured and orphaned wildlife, contingent upon the Board’s adoption of the Fiscal Year 2018-2019 Budget.
52. **Northern Inyo Healthcare District** – Request Board consolidate the Northern Inyo Healthcare District Election of Directors with the Statewide General Election to be held on November 6, 2018.

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

53. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

52. **Inyo County Sheriff** – Sheriff’s Department and Jail Overtime Reports for June 2018.
55. **Inyo County Sheriff** – Annual Sheriff’s Special Appropriation Report for the period of July 1, 2017 to June 30, 2018.
56. **Inyo County Treasurer-Tax Collector** – Treasury Status Report for the Quarter Ending June 30, 2018.



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: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Approval of annual payment to DFM Associates for Software License Maintenance and Support Fee

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to DFM Associates in an amount of \$14,700.40 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2018-2019 annual budget.

SUMMARY DISCUSSION:

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th". The entire amount to fulfill the financial obligations under the initial lease terms of the contract was encumbered in the 2007-2008 fiscal year. Payments were made to DFM Associates monthly from July 1, 2007 to June 30, 2012.

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..."

This request is to authorize an annual payment in the amount of \$14,700.40 to continue the lease with DFM Associates for the term of July 1, 2018 – June 30, 2019.

ALTERNATIVES:

The DFM software system is used to electronically manage voter registration and election administration in Inyo County. The Board can deny the approval of this payment, which would result in the discontinuation of the use of the EIMS Voter Registration and Elections Management System and the inability to electronically manage election related services as required by State and Federal law.

FINANCING:

This annual payment will be made from the Elections Budget – General Operating Expenses (011000-5311), contingent upon the adoption of the 2018-2019 budget.

APPROVALS

COUNTY COUNSEL:

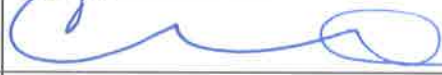
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)



Approved: yes Date: 7/13/18

AUDITOR/CONTROLLER:

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



Approved: yes Date: 7/11/2018

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: 7/11/18

Exhibit "A"

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th."

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..." Sole-source is justified for this software for the following reasons:

1. A substantial amount of funds, time and energy has been invested in training to use the system. There would be a significant cost associated with training staff on a new system to perform a majority of functions within the Department.
2. DFM is one of only two voter registration systems certified for use with VoteCal – the California Statewide database, which we are currently in the process of fully implementing.
3. The current software system works well for the department, has excellent support and is well suited to our needs.



DFM Associates
 10 Chrysler, Suite A
 Irvine, CA 92618
 949-859-8700
 949-859-9512 Fax #

Invoice

Date	Invoice #
7/1/2018	43293

Bill To

County of Inyo
 Kammi Foote, County-Clerk-Recorder
 P.O. Drawer F
 Independence, CA 93526

Ship To

P.O. Number		Terms	Ship	S.O. No.	
Contract 4/27/07		Net 30			
Quantity	Item Code	Description	U/M	Price Each	Amount
12	CA - Inyo	EIMS Monthly Lease Per Increase Letter Dated April 1, 2018 Annual Invoice: For the Months of July 2018 - June 2019 Sales Tax Inyo County Combined		1,225.00 8.00%	14,700.00 0.00
Total					\$14,700.00



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: County Administrator – Information Services

FOR THE BOARD MEETING: 08/07/2018

SUBJECT: Software Maintenance Agreement Renewal the County's Enterprise Financial System

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize 1) an increase of 2% and 2) direct payment of the invoice for the Software Maintenance Agreement between Superion and the County of Inyo for the County's ONESolution enterprise finance and accounting system (formerly IFAS) for the period of July 1, 2018 through June 30, 2019, in an amount not to exceed \$40,646, contingent on the Board's adoption of fiscal year 2018/2019 budget.




SUMMARY DISCUSSION:

The most recent annual maintenance agreement signed by the County in 2014 ensures that basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost increases of the annual maintenance are defined in the Licensing Agreement signed by the County in 2006: "Superion reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, according to the Maintenance Agreement signed by the County in 2014, as long as the County is more than two (2) releases behind the then-current New release, an additional surcharge of 10% is imposed. The County is in the process of upgrading to the current release of ONESolution (IFAS) with an expected go-live date by this winter.

ALTERNATIVES: Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT: All County departments use and heavily rely upon IFAS to conduct daily operations.

FINANCING: The cost of the support service renewal for the period from 07/01/2018 – 06/30/2019 is requested in the Information Services FY 2018-19 budget [011801-5177] (Maintenance of Computer Systems).

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>7/30/18</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>yes</u> Date <u>7/30/18</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 _____
BUDGET OFFICER:	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)



Date: Jul 30, 2018



Invoice

Invoice No
211060

Date
6/28/2018

Page
1 of 2

1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@Superion.com

Bill To
County of Inyo (INYO)
Attn Jean Navarro
P.O. Box 477
INDEPENDENCE CA 93526
United States

Ship To
County of Inyo (INYO)
Attn Jean Navarro
P.O. Box 477
INDEPENDENCE CA 93526
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5980LG	County of Inyo		USD	Net 30	7/28/2018

Description	Units	Rate	Extended
Contract No. INYO-3			
1 ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
2 ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
3 ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
4 ONESolution Applicant Online - Annual Maintenance Fee OS - Applicant OnLine Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
5 ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
6 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
7 ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
8 ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
9 ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
10 ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00



1000 Business Center Drive
 Lake Mary, FL 32746
 www.Superior.com
 Toll free 800-727-8088

011801-5177
Invoice

Invoice No
211060

Date
6/28/2018

Page
2 of 2

Billing Inquiries: Accounts.Receivable@Superion.com

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 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5980LG	County of Inyo		USD	Net 30	7/28/2018

	Description	Units	Rate	Extended
11	ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
12	ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
13	ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$39,129.59	\$39,129.59
14	ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
15	ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00
16	ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:7/1/2018, End: 6/30/2019	1	\$0.00	\$0.00

Please make remittance payable to Superior, LLC
ACH / EFT:
 Routing Number 0710-000-39
 Account Number 81880-15335
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@superion.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$39,129.59
Tax	\$1,516.27
Invoice Total	\$40,645.86
Payments Applied	\$0.00
Balance Due	\$40,645.86

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

Kenneth G. Waller

Date: *7-14-18*



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: Solid Waste

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Authorization to issue blanket purchase orders for parts for maintenance of Landfill Equipment and parts for Motor Pool vehicles.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Steve's Auto Parts, Dave's Auto Parts and High Country Lumber for purchase of equipment parts, vehicle parts and small tools in the maintenance of grounds and general operating expense categories. These P.O.s are for Parks and Recreation Department, Motor Pool and Recycling Waste Management, contingent upon the adoption of the 2018/2019 budget.

<u>Vendor</u>	<u>Amount</u>
Steve's Auto Parts	\$25,000
Dave's Auto Parts	\$20,000
High Country Lumber	\$15,000

SUMMARY DISCUSSION:


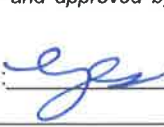
Parks and Recreation, Motor Pool and Recycling and Waste Management utilize these vendors to purchase parts for maintenance and repair of equipment, maintenance of grounds. Recently the Auditor determined that purchases made by these divisions must be accounted for against the same purchase order since these are all divisions within the Administrative Office. Therefore, the department finds it necessary to request these purchase orders with the respective vendors as described above.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Solid Waste budget 045700, Motor Pool budget 200100, and Parks budget 076900 for the requested 2018/2019 fiscal year budget, Object Codes 5171, 5173, 5182, 5301, 5311.

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:  Date <u>7/10/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 7-16-18
 (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 Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Amendment A03 to Contract between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment A03 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, shifting funds for years 3 thru 4 to reflect actual expenditures invoiced for a total amount not to exceed \$1,479,658 for the period of October 1, 2015 through September 30, 2019, contingent upon Board's approval of future budgets; and authorize Marilyn Mann, Director of Health and Human Services to sign Standard Agreement No. 15-10070, amendment A03.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

This amendment reflects shifting of funds between expense categories in years 3 through 4 of the contract due to actual expenditures. This amendment also revises the Scope of Work to coincide with Federal guidelines. Therefore we are asking the Board to approve this contract amendment, which makes the changes effective October 1, 2018.

ALTERNATIVES:



Your Board could choose not to approve the amendment which would mean that the county would not be able to shift costs according to actual expenditures.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

FINANCING:

This program is federally funded through the State of California. There are no county general funds. This revenue will be budgeted in WIC (641917/641918) in object code Federal Grants (4555).

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>7/10/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/19/2018</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/23/2018
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page

Agreement Number 15-10070	Amendment Number A03
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name Also known as CDPH or the State
California Department of Public Health
 Contractor's Name (Also referred to as Contractor)
County of Inyo
2. The term of this **October 1, 2015** through **September 30, 2019**
 Agreement is:
3. The maximum amount of this **\$ 1,479,528**
 Agreement after this amendment is:
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** *This amendment is shifting of funds for fiscal years 3 and 4 of the Exhibit B, Attachments I and II, Budget and the Detail Worksheet in order to compensate the contractor for actual expenditures invoiced.*
- II. *Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).*

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
County of Inyo		
By(Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Marilyn Mann, Director, Inyo County Department of Health and Human Services		
Address		<input type="checkbox"/> Exempt per:
568 West Line Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name		
California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Jeff Mapes, Chief, Contracts Management Unit		
Address		
1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

III. Exhibit A, Scope of Work, Provision 5.C. is revised as follows:

5. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	County of Inyo
Chris Camacho <u>Pia Boling</u> Contract Manager Telephone: (916) 928-8897 <u>(916)928-8543</u> Fax: <u>(916) 440-5580</u> E-mail: Christopher.Camacho@cdph.ca.gov <u>pia.boling@cdph.ca.gov</u>	Jean Turner <u>Marilyn Mann</u> Interim Director, <u>Director,</u> Inyo Department of Health and Human Services Telephone: (760) 873-3305 Fax: (760) 873-6505 E-mail: jturner@inyocounty.us <u>mmann@inyocounty.us</u>

B. Direct all inquiries to:

California Department of Public Health	County of Inyo Department of Health and Human Services
CDPH/WIC Division Attention: Chris Camacho <u>Pia Boling</u> Local Operations Section 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8897 <u>(916)928-8543</u> Fax: <u>(916) 440-5580</u> E-mail: Christopher.Camacho@cdph.ca.gov <u>pia.boling@cdph.ca.gov</u>	County of Inyo Department of Health and Human Services Attention: Anna Scott Health and Human Services Deputy Director- Public Health and Prevention 207 A. W. South St. Bishop, CA 93514 Telephone: (760) 873-7868 Fax: (760) 873-7800 E-mail: ascott@inyocounty.us

C. All payments from CDPH to the Contractor shall be sent to the following address:

Remittance Address
<u>Contractor: County of Inyo</u>
<u>Attention Melissa Best-Baker</u>
<u>Address P.O. Drawer H</u>
<u>City, Zip Independence CA 93526</u>
<u>Phone 760-878-0232</u>
<u>Fax</u>
<u>E-mail mbestbaker@inyocounty.us</u>

~~C.~~ **D.** Either party may change the information in paragraphs A or B **A, B or C** above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**Exhibit B, Attachment I A2 A3
Budget**

	Year 1		Year 2		Year 3		Year 4		Totals	Total Adj.	Totals Amendment A02
	10/1/2015 - 9/30/2016		10/1/2016 - 9/30/2017		10/1/2017 - 9/30/2018		10/1/2018 - 9/30/2019				
	Budget Amendment A02	Budget	Budget Amendment A02	Budget	Budget Adj.	Budget Amendment A02	Budget Adj.	Budget Amendment A02			
Personnel											
Total Salaries and Wages	173,452	180,214	180,214	178,056	-	18,149	18,149	193,893	711,936	13,679	725,615
Fringe Benefits	97,341	99,501	99,501	111,124	-	1,000	1,000	93,574	407,467	(5,927)	401,540
Personnel	270,793	279,715	279,715	289,180	-	289,180	289,180	287,467	1,119,403	7,752	1,127,155
Operating Expenses											
Minor Equipment	2,000	-	-	-	-	-	-	-	2,000	-	2,000
General Office Expenses	22,677	26,422	26,422	18,224	(75)	18,149	18,149	19,645	93,745	(6,852)	86,893
Training	1,820	1,820	1,820	1,000	-	1,000	1,000	1,000	6,460	(820)	5,640
Travel	8,180	4,426	4,426	3,100	-	3,100	3,100	3,267	20,132	(1,159)	18,973
Professional Certifications	725	725	725	725	-	725	725	725	2,900	-	2,900
Outreach	1,000	1,000	1,000	1,000	-	1,000	1,000	1,000	4,000	-	4,000
Media/Promotion	1,100	1,100	1,100	1,100	-	1,100	1,100	1,100	4,400	-	4,400
Program Materials	3,000	3,000	3,000	3,000	-	3,000	3,000	3,000	12,000	-	12,000
Vehicle Maintenance	3,700	3,094	3,094	2,932	-	2,932	2,932	3,170	12,820	76	12,896
Audit	-	-	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	19,704	19,704	19,704	19,704	-	19,704	19,704	19,704	78,816	-	78,816
Operating Expenses	63,906	61,291	61,291	50,785	(75)	50,710	50,710	52,611	237,273	(8,755)	228,518
Major Equipment											
Telephone System	-	-	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-	-	-
Vehicle(s)	-	-	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-
Major Equipment	-	-	-	-	-	-	-	-	-	-	-
Subcontracts											
Subcontracts	-	-	-	-	-	-	-	-	-	-	-
Subcontracts	-	-	-	-	-	-	-	-	-	-	-
Indirect Costs											
Indirect Costs	29,787	30,768	30,768	31,809	-	31,809	31,809	31,621	123,132	853	123,985
TOTAL COSTS	364,486	371,774	371,774	371,774	(75)	371,699	371,699	371,699	1,479,808	(150)	1,479,658



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 for Closed Session Informational

FROM: Planning Department – Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Yucca Mountain Oversight – Joint Funding Agreement with U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert

DEPARTMENTAL RECOMMENDATION: Authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the Amount of \$8,000.00.

SUMMARY DISCUSSION: The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings reinitiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.



The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2018. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

ALTERNATIVES: The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

OTHER AGENCY INVOLVEMENT: USGS, NPS, FWS, BLM, and Nye County

FINANCING: Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

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: <input checked="" type="checkbox"/> Date 7/17/18
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 7/17/2018
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: 7/20/18

Attachment – Joint Funding Agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

PACIFIC REGION
NEVADA WATER SCIENCE CENTER
2730 N. Deer Run Road
Carson City, Nevada 89701
Phone: 775-887-7600; Fax: 775-887-7629
Website: <http://www.usgs.gov/>

May 21, 2018

Dan Totheroh, Chairperson
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Totheroh:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2018 - September 30, 2019. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

David L. Berger, Director
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, USGS
NV Finance

Enclosure 2

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000001003
Agreement #: 19WSNV00100
Project #: ZJ00EBM
TIN #: 95-6005445
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 21st day of May, 2018 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo, California, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$6,026.00	October 1, 2018		September 30, 2019
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$8,000.00	October 1, 2018		September 30, 2019
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000001003

Agreement #:

19WSNV00100

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B 212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior
USGS Point of Contact**

County of Inyo, California

Customer Point of Contact

Name: Geoffrey Moret
Address: 160 N. Stephanie Street
Henderson, NV 89074
Telephone: 702-564-4545
Email: gmoret@usgs.gov

Name: Catherine Richards
Address: PO Drawer L
Independence, CA 93526
Telephone: 760-878-0447
Email: crichards@inyocounty.us

Signatures and Date

Signature:  Date: 5/21/2018

Name: David L. Berger
Title: Director

Signature: _____ Date: _____
Name: Dan Tothoroh
Title: Chairperson, Inyo County Board of Directors

19WSNV00100

USGS Nevada Water Science Center
2730 N. Deer Run Road
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California
Yucca Mountain Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact

Geoff Moret
702-564-4545
gmoret@usgs.gov

Technical Contact

Catherine Richards, Planning Director
760-878-0447
crichards@inyocounty.us

Executive Contact

David L. Berger, Director
775-887-7658

Executive Contact

Dan Totheroh, Chairperson
760-878-0268

Billing Contact

Helen Houston, Budget Analyst
775-887-7605
NVFinance@usgs.gov

Billing Contact

Ryan Smith-Standridge, Project Coordinator
760-878-0263
rstandridge@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.



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 Department

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Appointment to County Service Area No. 2 Advisory Committee

DEPARTMENTAL RECOMMENDATION: Request Board appoints Steven Young to the County Service Area No.2 (Bishop Creek Sewer) Advisory Committee, to an unexpired two-year term ending April 13, 2020.

SUMMARY DISCUSSION: County Services Area No. 2 (CSA #2) Advisory Board member previously received a response from Ms. Olivia Ower prior to the close of previous February advertising, but Public Works could not confirm that Ms. Ower was a property owner, and could not be appointed. With this vacancy, the Public Works Department requested that the Deputy Clerk of the Board advertise the filling of this position.

We received one response submitted by Steven Young a confirmed home owner required by Resolution 78-13. (see attached).

ALTERNATIVES:

The Board could choose to not make the appointment and continue the recruitment process. This alternative is not recommended, as we have received a response from qualified candidates for these positions, and this appointment would complete the required three members board.

OTHER AGENCY INVOLVEMENT:


FINANCING:

This is a volunteer position and there is no monetary compensation. There are no costs, (other than advertising), to the County in filling the vacated position.

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

DEPARTMENT HEAD SIGNATURE:  _____ Date: 7/23/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Darcy Ellis

From: kungyung@schat.com
Sent: Wednesday, June 20, 2018 10:01 AM
To: Darcy Ellis 

My name is Steven A. Young, I live at 111 Sumac rd, Aspendell. I would like to apply for appointment to County Service Area No. 2 Advisory Committee. I have been living full time at this address for 15 years.
Thank you for your consideration.



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board
DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one (1) unexpired two-year term on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee ending April 13, 2020.

In order to serve on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, you must own property in the Aspendell area on the Middle Fork of Bishop Creek. Please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Thursday, June 21, 2018.

Attention Legal Notices:

PLEASE PUBLISH IN THE Tuesday, June 12, 2018, issue of the Inyo Register.

RESOLUTION NO. 78- 13

A RESOLUTION ESTABLISHING A COUNTY SERVICE AREA NO. 2
ADVISORY COMMITTEE TO THE BOARD OF SUPERVISORS

A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, STATE OF CALIFORNIA

WHEREAS, a group of citizens residing within the boundaries of County Service Area No. 2 have requested that the Board of Supervisors of the County of Inyo establish a County Service Area No. 2 Advisory Committee to the Board; and

WHEREAS, the Board finds that such an advisory committee would be in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby establish a County Service Area No. 2 Advisory Committee to serve at the will of the Board and to make comments and recommendations on all matters referred to the committee in accordance with the "Statement of Policy" attached hereto, and by this reference made a part hereof; and

BE IT FURTHER RESOLVED that the regular members of County Service Area No. 2 Advisory Committee shall be appointed as follows:

1. Three regular members shall be property owners in the Aspendell area on the Middle Fork of Bishop Creek and shall be appointed to serve for a four (4) year period, except to provide staggered terms, one initial member shall serve for a two (2) year period; and
2. The Board of Supervisors may increase the membership on the County Service Area No. 2 Advisory Committee to a total of five (5) regular members as it deems advisable. The two (2) additional members shall be property owners in the Mountain View Estates area on the South Fork of Bishop Creek and shall be intergrated into the Committee with terms not to exceed a four (4) year period; and

BE IT FURTHER RESOLVED that the members of the County Service Area No. 2 Advisory Committee shall serve without compensation unless other wise authorized by resolution or order of the Board of Supervisors.

Passes, approved and adopted this 14th day
of February, 1978.

ATTEST:
Margaret Bromley, Clerk

By Cynthia Knapp, Deputy

BOARD OF SUPERVISORS
Referred Cepac
CAZ
D.A.C. MD
Other Castro Quintan
Date 2-16-78

The foregoing resolution 8-13 was duly passed
and adopted by the Board of Supervisors at a
regular meeting held on February 14,
1978 at 10:30 a.m.
AYES: Supervisor Grace, Kinton,
Engel, Johnson + McDonald.
NOE: None
ABSENT: None
Attest: RICHARD B. McDEVITT
Clerk
Cynthia Knapp Dep. Clerk



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: **AUG 07 2018**

SUBJECT: Approval of Parcel Map No. 386

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Parcel Map No. 386
2. Accept the offer of dedication for road and utility purposes.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Parcel Map No. 386 was conditionally approved at the July 27, 2016 meeting of the Inyo County Planning Commission.

The conditions of approval have been met and this map has been examined by the County Surveyor. Parcel Map No. 386, as shown, is substantially the same as it appeared on the tentative map and any approved alterations, thereof, are technically correct, and follow all provisions of the Subdivision Map Act. All local ordinances have been complied with.

The offer of dedication is for an existing portion of Dixon Lane; therefore, it is recommended that your Board accept the onsite irrevocable offers of dedication.

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map, or at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and it is recommended your Board approve Parcel Map No. 386 and accept the offer of dedication.

ALTERNATIVES:

Your Board may:

1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. Neither option is recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
County Surveyor
County Counsel for review of this Agenda item.

FINANCING:

APPROVALS	
COUNTY COUNSEL: <i>Stu Baker</i>	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: <i>tfes</i> Date <i>7/24/18</i>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____
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: _____ N/A _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____

Attachments:

- 1.) Notice of Decision, July 27, 2016
- 2.) Parcel Map No. 386

PARCEL MAP NO. 386

A SUBDIVISION OF A PORTION THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 32 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA

OWNERSHIP STATEMENT

I THE UNDERSIGNED, BEING THE PARTY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY BEING SUBDIVIDED, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP. I ALSO HEREBY OFFER TO DEDICATE, IN FEE, TO THE PUBLIC THE RIGHT-OF-WAY ALONG DIXON LANE AS DESIGNATED HEREON.

AS OWNER:

DANNY J. POOL, TRUSTEE OF THE DANNY J. POOL FAMILY TRUST DATED MARCH 18, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } SS.
County of Inyo }
On _____, before me, _____

personally appeared DANNY J. POOL who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Notary Public (sign and print name)

My commission expires: _____

County of my principal place of business: _____

CLERK OF THE BOARD'S STATEMENT

ON THE MOTION OF SUPERVISOR _____, DULY SECONDED AND CARRIED, IT IS ORDERED THAT PARCEL MAP NO. 386, BE AND THE SAME, IS HEREBY APPROVED, THAT THE RIGHT-OF-WAY ALONG DIXON LANE AS DESIGNATED HEREON AND HEREIN OFFERED FOR DEDICATION, IS HEREBY _____, ON BEHALF OF THE PUBLIC. THE CLERK OF THE BOARD IS DIRECTED TO ENDORSE ON THE FACE OF SAID MAP, A COPY OF THIS ORDER AUTHENTICATED BY THE SEAL OF THE BOARD OF SUPERVISORS. I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE BOARD OF SUPERVISORS AT A MEETING OF SAID BOARD HELD ON _____, 20__.

CLERK OF THE BOARD OF SUPERVISORS:

DARCY ELLIS _____ DATE _____

RECORDER'S CERTIFICATE

FILED THIS ____ DAY OF _____, 20__, AT __M. IN BOOK ____ OF PARCEL MAPS, AT PAGES ____ THRU _____, AT THE REQUEST OF CLARENCE POOL

KAMMI FOOTE
INYO COUNTY RECORDER

BY: _____
DEPUTY INYO COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLARENCE POOL ON APRIL, 2017. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SUCH MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN R. LANGFORD
L.S. NO. 5149



EXP. DATE: 6/30/19
10/10/17

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED BY ME AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CLINT QUILTER
LS 6839

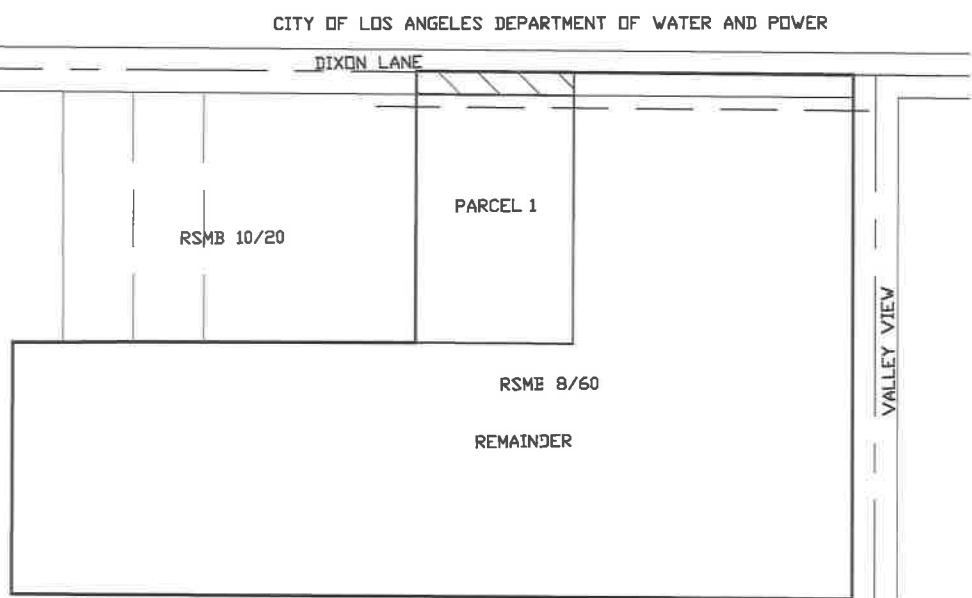
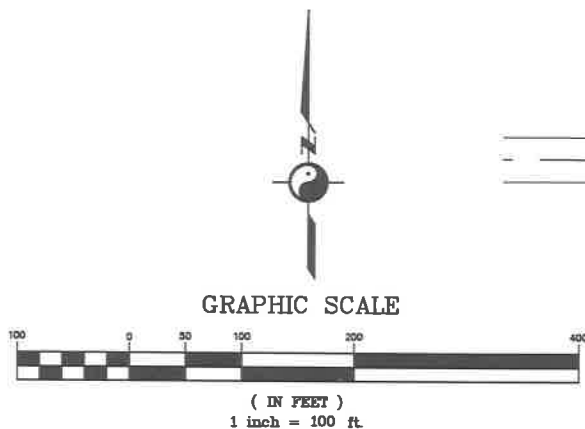
DATE _____

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS ON FILE IN THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL, LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

ALISHA MCMURTRIE
INYO COUNTY TAX COLLECTOR

BY: _____
DEPUTY INYO COUNTY TAX COLLECTOR

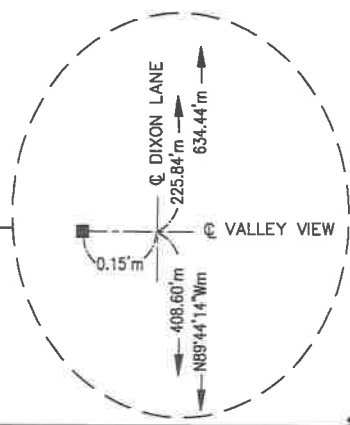
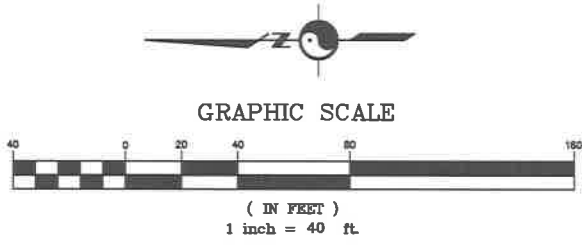
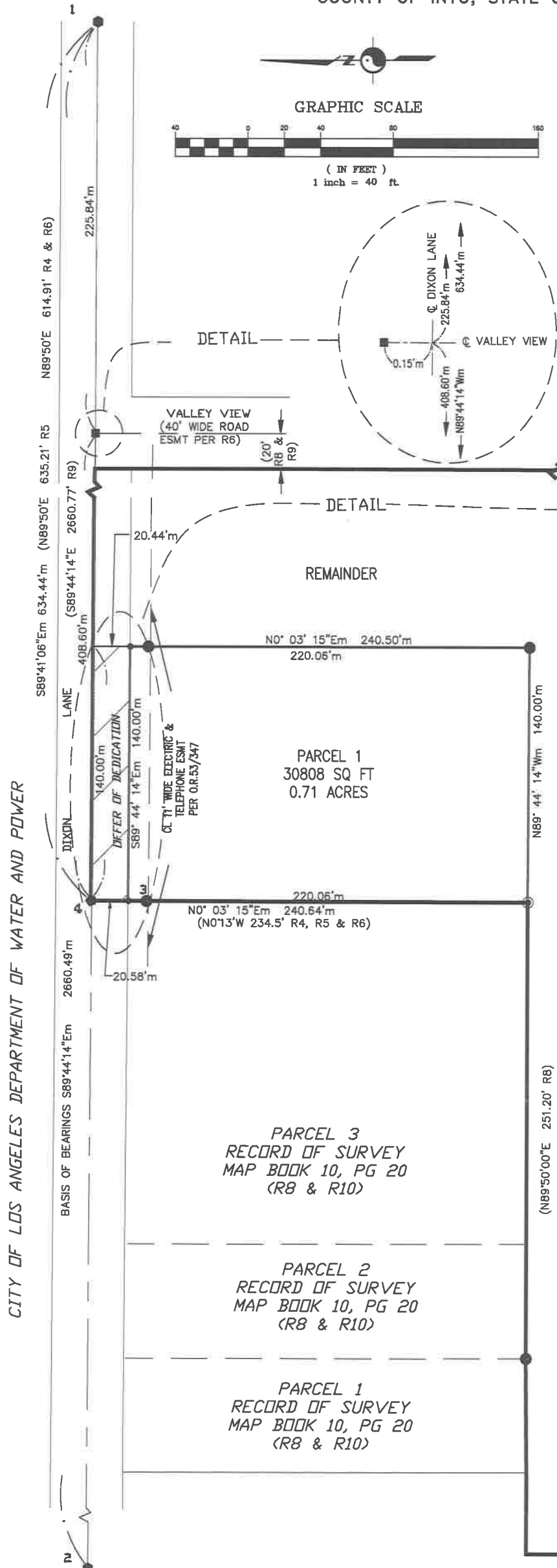


VICINITY MAP

PARCEL MAP BOOK _____, PAGE _____

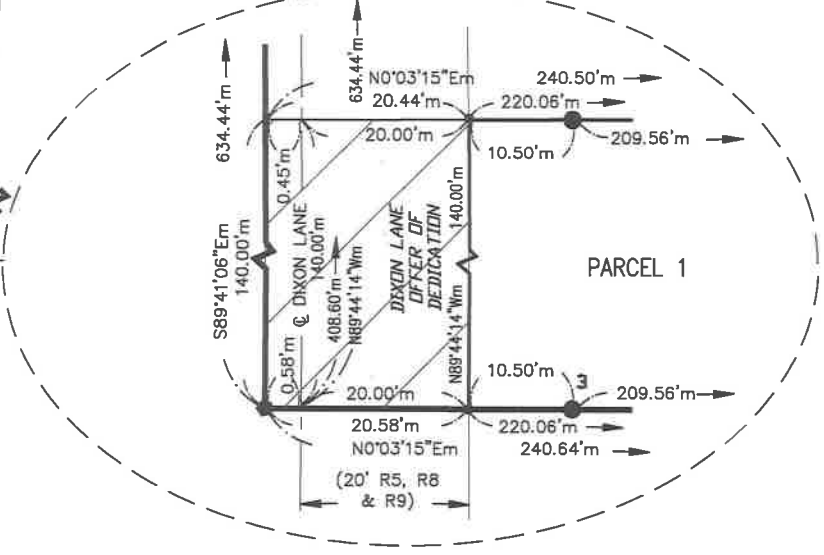
PARCEL MAP NO. 386

A SUBDIVISION OF A PORTION THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 32 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF INYO, STATE OF CALIFORNIA



CORNER DESCRIPTIONS

- 1 Found 2"Ø brass cap w/ punch mark & illegible scribing down 0.5' in monument well in pavement. Accepted as point on centerline of Dixon Lane per R9.
- 2 Found 2"Ø brass cap w/ punch mark & illegible scribing down 1.1' in monument well in pavement. Accepted as point on centerline of Dixon Lane per R9.
- 3 Set reference monument per description in LEGEND hereon. A 1" inner diameter iron pipe and tag RCE 10467 bears N11°22'36"W, 6.22' from set monument.
- 4 Found old "T" Bar down 0.5'. Conforms to property corner monument description per R4 & R6. Accepted as property corner. An iron pipe bears S30°17'W, 0.2' from "T" Bar. No Ref. "T" Bar bears N0°03'28"E, 0.58' from measured centerline of Dixon Lane as measured between corners 1 and 2 hereon.



HISTORY OF SURVEYS

- R1: Record of Survey filed June 21, 1940 in Book 4 of Maps at Page 91.
- R2: Record of Survey filed May 9, 1950 in Book 4 of Maps at Page 138.
- R3: Record of Survey filed May 9, 1950 in Book 4 of Maps at Page 139.
- R4: Grant Deed recorded on April 8, 1964 in Volume 163, Page 217 et. seq. of Official Records.
- R5: Record of Survey filed August 4, 1964 in Book 8 of Maps at Page 60.
- R6: Grant Deed recorded on January 2, 1969 in Volume 185, Page 51 et. seq. of Official Records.
- R7: Parcel Map No. 19 filed April 27, 1971 in Book 1 of Parcel Maps at Page 10.
- R8: Record of Survey filed August 2, 1971 in Book 10 of Maps at Page 20.
- R9: County Surveyor's Map No. 5 surveyed February-June, 1972 and revised July, 1978 on file in the Inyo County Department of Public Works.
- R10: Judgement for Partitioning of and Quieting Title to Real Property recorded on March 3, 1980 in Volume 245, Page 613 et. seq. of Official Records.

LEGEND

- Found monument as noted in CORNER DESCRIPTIONS hereon.
- ⊙ Found 1/2"Ø Iron Pipe. Conforms to position and description of monument per R4. Said point is described as a "T" Bar per R5. Said monument was recovered per R8 and is shown on said plat as being at the southerly terminus of a line which is designated as the westerly line of property described in R4. Accepted as perpetuation of said angle point.
- ⊙ Found 1" inner diameter iron pipe and tag RCE 10467. Accepted per R8.
- Found a boat spike in a 2" inner diameter iron pipe, down 1.1'. No ref.
- Corner falls in irrigation ditch. Nothing Set.
- Set 2"Ø, aluminum cap inscribed LS5149 on a 5/8"Øx24" rebar.
- m Based on field measurements.
- (R*) Based on record information per HISTORY OF SURVEYS hereon.

BASIS OF BEARINGS

N89°44'01"E, The line designated as Section Line and Dixon Lane Centerline on County Surveyors Map No. 5 on file in the office of the Department of Public Works.



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
17

FROM: Public Works Department

AUG 07 2018

FOR THE BOARD MEETING OF: ~~July 10, 2018~~

SUBJECT: Request for Inyo County to sign a Quitclaim Deed on property APN#29-100-63 (800 N Hwy 395, Cartago, CA 93549). The property in question was sold by Inyo County to Selwyn R. McCabe in 1986.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Authorize the County Administrator to sign the Quitclaim Deed which will be filed by Inyo Mono Title on behalf of the current property owner.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On May 6, 1986 your Board approved the sale of County property previously known as the PPG Industries, Inc. factory, located south of Lone Pine along the Owens Lake. Both the sale agreement and the subsequent Grant Deed used an abbreviated description of the property, as follows:

“INYO COUNTY P.P.G. PARCEL”

DESCRIPTION

A portion of the South ½ of Section 1, and a portion
of the Northwest ¼ of Section 12, T. 17S., R/ 36E.,
M.D.B. 7 M.

The property has changed hands from the estate of Selwyn R. McCabe to Marilyn Berger and from the estate of Marilyn Berger to Ms. Tani L. Tatum. The abbreviated description while clearly showing the intent of the sale did not use a full legal description of the property. The current request before your Board is that The County of Inyo execute a Quitclaim Deed that uses the same legal description (with an additional clarifying statement) as was used when we received the Grant Deed from PPG to Inyo County.

ALTERNATIVES: Your Board could choose not to agree to execute the Quitclaim Deed. This is not recommended. The parcel in question would essentially have a clouded title which would not benefit Inyo County and could lead to other direct costs to resolve the title.

OTHER AGENCY INVOLVEMENT: Office of the County Counsel for review and approval.

FINANCING: N/A

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>6/26/13</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 _____
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)

[Handwritten Signature]

Date: ~~6/26~~ 7/10/13

Recording Requested By: **County of Inyo**

When recorded mail this deed and, unless otherwise shown below, mail tax statement to:

NAME **County of Inyo**

ADDRESS **P.O. Drawer Q**

CITY
STATE & ZIP **Independence, CA 93526**

APN: **29-100-63**

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$ 0.00 CITY TAX \$ 0.00

- computed on full value of property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of _____, and

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF INYO _____ hereby

remise, release and forever quitclaim to
TANI LAVERNE TATUM, A SINGLE WOMAN the

following described real property in the City of N/A County of INYO, State of California:

SEE ATTACHED EXHIBIT "A" & "B"
MADE A PART HEREOF

COUNTY OF INYO

Dated: _____

BY: _____

SIGNATURE

NAME: _____

PRINT

TITLE: _____

(OFFICE AND/OR POSTION)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA}
COUNTY OF _____ } **SS**

On _____ before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their/her authorized capacity (ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____ (SEAL)

Mail Tax Statement to:

EXHIBIT "A"

QUIT CLAIM LEGAL DESCRIPTION

APN 29-100-63

A PARCEL OF LAND IN THE COUNTY OF INYO, STATE OF CALIFORNIA, IN SECTIONS 1 AND 12 OF TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B.&M.,

SAID PARCEL BEING A PORTION OF THE LANDS DESCRIBED AS PARCELS 2, 4, AND 6 OF THAT CONFIRMATORY DEED FROM COLUMBIA-SOUTHERN CHEMICAL CORPORATION TO PITTSBURGH PLATE GLASS COMPANY RECORDED NOVEMBER 23, 1966 IN VOLUME 176 PAGE 149 OF OFFICIAL RECORDS OF SAID COUNTY.

BEGINNING AT A 2-INCH IRON PIPE IN A ROCK MOUND AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B.&M., AS SHOWN ON PARCEL MAP NO. 70 FILED IN BOOK 1 OF PARCEL MAPS AT PAGE 46 OF INYO COUNTY RECORDS ON NOVEMBER 30, 1972, SAID POINT BEGINNING BEING THE NORTHWEST CORNER OF PARCEL 2 AND THE SOUTHWEST CORNER OF PARCEL 4 OF SAID CONFIRMATORY DEED FROM COLUMBIA-SOUTHERN CHEMICAL CORPORATION TO PITTSBURGH PLATE GLASS COMPANY.

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID SECTION 12, AND THE LINE BETWEEN SAID PARCEL 2 AND 4, NORTH 89°55'27" EAST, 400.01 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 395, 130.00 FEET WIDE, DESCRIBED IN DEED FROM PITTSBURGH PLATE GLASS COMPANY TO THE STATE OF CALIFORNIA FILED IN INYO COUNTY RECORDS ON JULY 16, 1952 IN VOLUME 98 OF OFFICIAL RECORDS, AT PAGE 117, AS SHOWN ON SAID PARCEL MAP NO. 70 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 05°53' WEST, 1103.48 FEET; THENCE LEAVING SAID LINE SOUTH 75°03'49" EAST, 1433.86 FEET TO THE EASTERLY LINE OF SAID PARCEL NO. 6 BEING THE U.S. MEANDER LINE OF OWENS LAKE AS SHOWN ON SAID PARCEL MAP NO. 70; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID PARCELS NO. 6 AND 2 AND SAID MEANDER LINE NORTH 04°12'26" EAST, 1473.03 FEET TO A 2-INCH IRON PIPE AND BRASS CAP, STAMPED LS 1658 IN ROCK MOUND MARKING THE MEANDER CORNER BETWEEN SAID SECTIONS 1 AND 12, SAID MEANDER CORNER BEING THE NORTHEAST CORNER OF SAID PARCEL 2 AND THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NO. 4 AND ALONG SAID MEANDER LINE NORTH 38°48'28" EAST, 2088.02 FEET; THENCE LEAVING SAID LINE SOUTH 89°55'27", WEST 2521.44 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTHERLY ALONG SAID LINE SOUTH 05°43' WEST, 1634.18 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 3 OF PARCEL MAP NO. 70 FILED IN BOOK 1 OF PARCEL MAPS ON PAGE 46 OF INYO COUNTY RECORDS ON NOVEMBER 30, 1972

SUBJECT TO ANY AND ALL EASMENTS AND RIGHTS-OF-WAY, WHETHER OF RECORD OR NOT, GRANTED TO OR HELD BY THE SOUTHERN PACIFIC COMPANY IN SAID PARCEL 4

EXCEPTING THEREFROM ANY PORTION THEREOF IN SAID PARCEL 4 WHICH WAS BELOW THE ORDINARY HIGH-WATER LINE OF OWENS LAKE AS IT EXISTED ON SEPTEMBER 9, 1850.

EXCEPT ALL OIL, GAS, COAL, LIMESTONE, AND OTHER MINERALS OF WHATSOEVER NATURE OR KIND LYING 2,000 FEET OR MORE BENEATH THE SURFACE OF THE LANDS HEREBY CONVEYED INCLUDING THEREWITH THE RIGHT IN GRANTOR, ITS SUCCESSORS AND ASSIGNS, TO EXPLORE, DIG, DRILL, MINE, EXTRACT, USE AND REMOVE ANY SUCH OIL, GAS, COAL, LIMESTONE AND OTHER MINERALS AS MAY BE FOUND, BUT NOT INCLUDING THEREWITH ANY RIGHT OF THE GRANTOR, ITS SUCCESSORS OR ASSIGNS, TO ENTER UPON THE SURFACE OF SAID LANDS TO CONDUCT SUCH ACTIVITIES AS RESERVED BY PPG INDUSTRIES, INC., FORMERLY KNOWN AS PITTSBURGH PLATE GLASS COMPANY, BY DEED RECORDED OCTOBER 11, 1983 AS INSTRUMENT NO. 83 4716 OF OFFICIAL RECORDS.

ALSO, EXCEPT THEREFROM, THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, DESCRIBED IN DEED EXECUTED BY THE COUNTY OF INYO, RECORDED MARCH 23, 1990 AS INSTRUMENT NO. 90 1892 AND EXECUTED BY SELWYN R. MCCABE AND RECORDED MARCH 23, 1990 AS INSTRUMENT NO. 90 1839 OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION


DANIEL W. MEYER, PLS 9201

6/19/2018
DATE



EXHIBIT "B"

QUIT CLAIM

APN 29-100-63

This deed is being recorded as evidence of the full satisfaction and consummation of the certain Long Form Security Land Sale Contract, dated May 6, 1987 by and between the County of Inyo as Vendor and S.R. McCabe as Vendee, Recorded January 29, 1987 as Instrument No. 87 371 of Official Records, of which the receipt of the consideration therefor is hereby acknowledged.

ACCOMMODATION RECORDING INSTRUCTIONS

TO: INYO-MONO TITLE COMPANY

Date: June 19, 2018

Accommodation No.: IMT-00005188-I

Customer Name and address:

Meyer Land Surveying
Daniel Meyer, PLS
17774 Hesperia Road
Hesperia, CA 92345

The attached Quitclaim Deed dated _____ covering the following described real property is handed to you for recording in the office of the county recorder of Inyo county, State of CA, as an accommodation only;

(See attached Exhibit "A" and/or Legal Description)

You are not to issue any title insurance policy in regard to said deed or the land described herein, if any. The undersigned understand and hereby agree that Inyo-Mono Title Company has made no representation and does not assume any liability or responsibility of any kind whatsoever as to the validity or effect of any of the subject documents or any provision contained therein.

You are to make no demand in connection therewith, and the receipt of the consideration thereof, if any, is hereby acknowledged. Furthermore, you are relieved of any liability and responsibility as to the condition of title to the property herein described and as to the validity, sufficiency and effect of said document(s)

It is understood that the following recital will be affixed to the document prior to recording:

This document is filed for record by Inyo-Mono Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. No liability is assumed.

No Documentary Transfer Tax is to be paid and we understand there is no charge for this service other than any county recording fees or other charges incurred by your company from the County Recorder.

Grantor/ County of Inyo

By: _____
(Signature)

Tani Laverne Tatum /Grantee

Name: _____
(Print)

Customer:

Title: _____
(Position and/or Office)

Daniel W. Meyer, PLS

EXHIBIT "A"

QUIT CLAIM LEGAL DESCRIPTION

APN 29-100-63

A PARCEL OF LAND IN THE COUNTY OF INYO, STATE OF CALIFORNIA, IN SECTIONS 1 AND 12 OF TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B.&M.,

SAID PARCEL BEING A PORTION OF THE LANDS DESCRIBED AS PARCELS 2, 4, AND 6 OF THAT CONFIRMATORY DEED FROM COLUMBIA-SOUTHERN CHEMICAL CORPORATION TO PITTSBURGH PLATE GLASS COMPANY RECORDED NOVEMBER 23, 1966 IN VOLUME 176 PAGE 149 OF OFFICIAL RECORDS OF SAID COUNTY.

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THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION

DANIEL W. MEYER, PLS 9201

DATE



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Request authorization to purchase 65 pound capacity UniMac Commercial Washer Extractor to replace the existing washer at the Inyo County Jail.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the purchase of the UniMac Commercial Washer Extractor in an amount not to exceed \$16,761.34.

SUMMARY DISCUSSION:

The Inyo County Jail currently needs to replace one of the commercial washing machines in the facility. The UniMac model was chosen due to similarity to the existing machine for ease of installation and familiarity with operation and maintenance.

The Public Works Department requested quotes from Laundry Systems of Nevada Inc., Bestway Laundry Solutions, and AJ Industries West Inc. and advertised in the Inyo Register and the Inyo County website. AJ Industries West Inc. responded that they forwarded the Request for Quotation to Laundry Services of Nevada Inc. and Bestway Laundry Solutions responded that they do not service our area. The only quote received was:

- 1. Laundry Services of Nevada Inc. of Sparks, NV \$16,761.34

The Public Works Department is recommending your Board authorize the purchase of Unimac Commercial Washer Extractor model UWT065D4OV from Laundry Services of Nevada Inc., to be delivered and installed at the Inyo County Jail at 550 South Clay Street Independence, CA 93526. The total expense, including delivery, installation, and taxes, is not to exceed \$16,761.34.

ALTERNATIVES: Your Board could choose not to approve this purchase. This is not recommended because the Inyo County Jail is in need of a new washer to replace the dysfunctional existing.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel and Auditor's Office.

FINANCING:

This project is part of the 2017/2018 Deferred Maintenance List. The cost for the Inyo County Jail Washing Machine Replacement Project will be paid through budget unit 011501, Deferred Maintenance, object code 5650, Equipment.

APPROVALS

COUNTY COUNSEL: *[Signature]* AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS
(Must be reviewed and approved by County Counsel prior to submission to the board clerk)
Approved: YES Date: 6/28/18

AUDITOR/CONTROLLER *[Signature]* ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: *[Signature]* Date: 7/2/2018

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: N/A Date: _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 7/19/18
(Not to be signed until all approvals are received)



COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93526

REQUEST FOR QUOTATION
THIS IS NOT AN ORDER!

DATE ISSUED: June 5, 2018

Clint Quilter, Public Works Director
Shannon Williams, Deputy Director Public Works
(760) 878-0201
(760) 878-2001 Fax

DATE TO BE RETURNED BY: June 12, 2018

Email back to Trevor Taylor at ttaylor@inyocounty.us
PLEASE QUOTE ON THE FOLLOWING ITEMS:

QUANTITY	DESCRIPTION	UNIT PRICE	NET TOTAL
1	• Product # UWT065D4 Hardmount Washer-Extractor, UniLinc control, UniMac 65 lb capacity, 400 'G' force	12,985.00	
1	• UniMac Washer-Extractor Parts Warranty: 3-year any part and 5 year frame, cylinder shaft, and bearing/seal assembly	Included	
1	• Shipping to 550 S. Clay Street, Independence, CA 93526	630.00	
1	• Installation Fee: Hook-up to existing proper utilities within 3 feet, bolt-down washer to existing cement foundation, grout. Perform start-up and test equipment same day, train personnel in operation and maintenance procedures. Include 30-day labor warranty.	2,140.00	
1	• Remove and dispose of replaced equipment (UniMac model UW50PN3)	Included	
PRICE SHALL INCLUDE ALL COSTS INCLUDING LABOR, MATERIALS, INSURANCE, AND APPLICABLE TAXES.			
		TAX	1006.34
		TOTAL	16,761.34
INDICATE ANY EXCEPTIONS TO QUOTE:			
This form to be returned signed, via e-mail: ttaylor@inyocounty.us			

IMPORTANT NOTICE to Bidders: The return of a signed copy of Original form shall constitute a promise to supply or perform the enumerated items subject to the terms and conditions shown at prices stated hereon. Quote all prices F.O.B. destination. Do not include federal excise tax on your quotation. Exemption certificates will be furnished with order when applicable. State sales tax should be shown separately.

THE QUOTATION (S) LISTED ABOVE REMAIN VALID AND IN EFFECT THROUGH 08/31/2018

DATE: 6/11/18

By Kyle Morris
(print)

FIRM NAME Laundry Systems of Nevada

By [Signature]
(Signature) (Title) President

>> RETURN SIGNED FORM TO THE INYO COUNTY PUBLIC WORKS DEPT, Via Email to ttaylor@inyocounty.us



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

19

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

FROM: Public Works

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Request to increase Purchase Order to Environmental Concepts for crack sealing product

DEPARTMENTAL RECOMMENDATIONS:

Recommend increasing Purchase Order #P43073 by \$14,121.00, for the inclusion of sales tax of the Crafcro crack seal contract awarded to Environmental Concepts for a not-to-exceed amount of \$190,071.00.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

At your meeting of April 10, 2018, the Board approved a contract with Environmental Concepts, 27801 Hale Court, Tehachapi, CA, 93561, for the delivery and purchase of 180,000 pounds of Crafcro crack seal material for an amount not to exceed \$175,950.00 for SB1 projects. After receiving the product and reviewing the invoices for payment, it was discovered that due to a clerical oversight by the supplier when bidding on the material, the appropriate sales tax was not included in the bid. The bid amount submitted was for the product and shipping only; this was verified in follow up discussions with the supplier.

Public Works and Road Department reviewed the responsive bids submitted at the February 23, 2018 bid opening, and determined that Environmental Concepts was \$20,700.00 below the next responsive bid. The inclusion of the sales tax would increase Environmental Concepts bid amount by \$14,121.00, with a final adjusted price of \$190,071.00. With this increase Environmental Concepts would still be the low bidder as the next lowest bid submitted by Crafcro, Inc., was \$205,650 (see attached Bid Tabulation).

Public Works is recommending that Purchase Order #P43073 be increased to include the inadvertently omitted sales tax. The Road Department is supporting this change, not only because the total amount is still the lowest responsive bid, but also because for several years Environmental Concepts has been an outstanding material supplier to Inyo County, providing crack sealing material, emulsions (tack coat and chip seal oil), coordination and cooperation with the City of Bishop on joint seal coat projects, and has provided numerous onsite trainings free of charge, and rental equipment and service. Further, the Road Department is currently utilizing a rental seal coat kettle from Environmental Concepts for the application of the Crafcro material.

ALTERNATIVES:


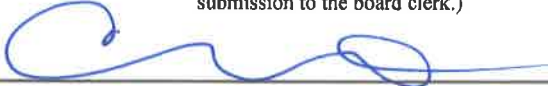
The Board could chose not to approve this change and require Environmental Concepts to honor the bid price as given, and absorb the tax costs. This is not recommended as this would cause a substantial financial hardship to a small business owner, a business that has an outstanding long-term relationship with Inyo County, who made an honest, simple mistake and believed the tax was to be a separate item.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The additional funding will come from the SB1 (Road Repair and Accountability Act of 2017) disbursement, for fiscal year 2018/19 Road Department rollover budget, #34600, Object Code #5309 – Road Materials.

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>7/25/18</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>yes</u> Date <u>7/25/18</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: 7/25/18

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Crack Seal Material Bid

Bid Opening Date: 2-23-18 Location: Administration

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Maxwell Products	\$72,576	@40K lbs.	.45/lb.	
2.	Environmental Concepts #1	\$175,950	+ TX = 199,071 @45K/lbs.	.9775/lb.	
3.	"	\$150,322.50	@38,250/lbs.	.9825/lb.	12
4.	Crafco Inc. #2	\$205,650	@45K lbs.	\$1.145/lb.	
5.	Crafco Inc.	\$183,400	@40K lbs.	\$1.15/lb.	
6.					
7.					
8.					
9.					
10.					

Opened By: Daray Ellis

Present: John Pinckney





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 15

FROM: Road Department

FOR THE BOARD MEETING OF: April 10, 2018

SUBJECT: Approve Environmental Concepts as a sole source provider for rental of a Crafcoc melting kettle, and award the contract for the delivery and purchase of Crafcoc crack seal material to Environmental Concepts.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- 1) Award the contract to the second lowest bidder, Environmental Concepts, 27801 Hale Court, Tehachapi, CA, 93561, for delivery and purchase of 180,000 pounds of Crafcoc crack seal material, for an amount not to exceed \$175,950.00 and execute the contract for delivery and purchase;
- 2) Approve Environmental Concepts as a sole source for the rental of a Super Shot 125 Crafcoc rubber melting kettle, for use by the County for a period of up to five months, to apply Crafcoc crack seal material, at a cost of \$5,000 per month plus tax, for an amount not to exceed \$27,500.00; and
- 3) Amend the Fiscal Year 2017-2018 Road budget (034600) as follows: Increase appropriations in Road Materials (5309) by \$180,000. (4/5's vote required.)

CAO RECOMMENDATIONS:

N/A

SUMMARY DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1 to address basic road maintenance, rehabilitation and critical safety needs on both the state highways and local streets and road system. As was previously outlined in the Board meeting of May 9th, 2017, SB 1 will increase the per gallon fuel excise taxes, increase the diesel fuel sales tax and vehicle registration fees, and provides for inflationary adjustments to tax rates in future years.

At the October 3rd, 2017 Board meeting, a number of projects to be performed as part of SB1 were outlined and approved by the Board. The Road Maintenance and Rehabilitation Account (RMRA), Project No. 1, "Rubberized Crack Fill, to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure," are to be done in various locations throughout Inyo County. To accomplish this work, the Road Department solicited bids for crack seal material, and received bids from three suppliers: Environmental Concepts, from Tehachapi, California; Crafcoc Inc. from Chandler, Arizona; and Maxwell Products Inc., from Salt Lake City, Utah. Although Maxwell Products Inc. came in as the low bidder, their bid was deemed nonresponsive, as the product they bid was not within the specified heat range required under the Bid; therefore, Maxwell Inc. was removed from consideration, despite being the low bid. The next lowest responsible bidder was Environmental Concepts, who came in at \$175,950.

In addition to the product specifications listed in the Bid requirement for the crack seal material, there was an Addendum (Addendum No. 1) that included the option to submit prices for a product quantity amount that would allow a savings on shipping costs. The bid for Addendum No. 1 from Environmental Concepts proved to provide the best per unit cost for the Crafcoc product at \$0.9775 per pound, with only a slight increase in product quantity to receive free shipping. For these reasons, the Bid Award should go to Environmental Concepts.

The Road Department has a material melting kettle in its fleet for melting and applying the Crafcoc product; however, due to the age of our kettle, its operation is unreliable. The Road Department is requesting to rent a Crafcoc melting kettle from the same supplier that is designed for the application of this product, to ensure this material can be applied with the least amount of equipment down time. Environmental Concepts is a distributor of Crafcoc, Inc., and is the only company that rents the Crafcoc melting kettle; therefore, we are requesting approval of Environmental Concepts as a sole source provider. Note: Crafcoc, Inc., only sells the melting kettles; they do not rent. Next year, should SB1 continue, we will be looking to purchase a newer, larger melting kettle along with the additional products to be used.

ALTERNATIVES:


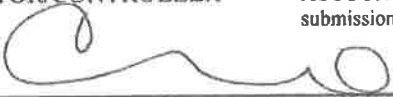

Your Board could choose not to approve the purchase of the product and/or the rental of the application equipment. This is not recommended as this is part of the previously identified SB1 projects, and a requirement to continue to receive SB1 funds from the Road Maintenance and Rehabilitation Account (RMRA).

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding for SB1 projects was included in the FY 17/18 Road Department Budget #034600. The purchase of materials will be out of Road Materials object code 5309.

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>3/21/18</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>yes</u> Date <u>3/26/2018</u>
BUDGET OFFICER 	BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the board clerk.)	Approved: <u>✓</u> Date <u>3/27/2018</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3/28/18

Christopher A. Cash

From: Environmental I Concepts <envconcepts@bak.rr.com>
Sent: Tuesday, July 10, 2018 1:27 PM
To: Christopher A. Cash
Subject: Request to pay sales tax

Hi Chris,

As per our telephone conversation, I discovered that not including the sales tax was an oversight on our part! I respectfully request the County to pay the owed sales tax.

In reviewing the bid docs submitted, I saw that there in the beginning is an all inclusion clause to include everything, however in the schedule of fees/crack seal material bid computation attachment, mention only pricing including freight charges. In the future, I suggest to include a sales tax line item to prevent any oversight of this nature whether it be us, or any other supplier/contractor.

Thank you for your attention in this matter.

If you need anything, please do not hesitate to call or email.

Thank You

Nancy Davis

Pavement Preservation Specialties, Inc
dba: Environmental Concepts
Nancy Davis
805.839.9829 Cell
661.822.0472 Office
661.822.3218 Fax
www.env-concepts.com



CA SMALL BUSINESS #2004690 / BONDED AND INSURED #C12-804965

PAVEMENT PRESERVATION SPECIALIST AND CRAFCO DISTRIBUTOR

*(FOG SEALS, CHIP SEALS, MICRO-SURFACING/FIBER SEALS, CAPE SEALS, STYRAFLEX,
PI-LIT SEQUENTIAL LIGHTS, INDUSTRIAL PRODUCTS AND CHEMICALS)*

- NOTICE -

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BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards St., P.O. Box Drawer Q
Independence, CA 93526
(Herein called "County")

FROM: PAVEMENT PRESERVATION SPECIALTIES, INC. _____
DBA ENVIRONMENTAL CONCEPTS _____

27801 HALE COURT _____
TEHACHAPI, CA 93561 _____
(Herein called "Bidder")

FOR: CRACK SEAL MATERIAL

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than 3:00 p.m., Friday, Feb. 23, 2018, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526, at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Crack Seal Material, including Exhibit A and B hereto.

3. CONTRACT DOCUMENTS:

The Notice Inviting Bids, this Bid Proposal Form, and the Agreement for the Provision of Crack Seal Material, County of Inyo Standard Contract No. 116, and any documents incorporated therein, including Exhibits A and B, hereto, 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. The contract documents 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.

4. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Agreement for the Provision of Crack Seal Material, County of Inyo Standard Contract No. 116, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

5. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL (Crack Seal Material) IN NUMBERS:	
For 38,250 LBS.	For 45,000 LBS.
\$ 150,322.50	\$ 175,950.00

BID TOTAL (Crack Seal Material) IN WORDS:
For 38,250 LBS. ~~One Hundred Fifty Thousand Three Hundred Twenty-Two & Fifty Cents~~
For 45,000 LBS. One Hundred Seventy Five Thousand Nine Hundred Fifty & No cents

6. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

1 FEB 14, 2018

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

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: _____ PAVEMENT PRESERVATION SPECIALTIES, INC.
DBA ENVIRONMENTAL CONCEPTS _____

7.2 Address: _____ MAILING ADDRESS: 27801 HALE COURT _____
TEHACHAPI, CA 93561 _____

_____ PHYSICAL ADDRESS: 20432 VALLEY BLVD. _____ Zip _____
TEHACHAPI, CA 93561

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone Office: (661) 822-0172 Cell: 805-839-9829

7.4 Federal I.D. No. 81-4874401

7.5 Type of Business (check one):

Individual (), Partnership (), Joint Venture (), Corporation (x), Other Specify:

7.6 Owners, Officers, Partners, or other Authorized Representatives:

County of Inyo Road Department
Provision of Crack Seal Materials
Bid Proposal Forms

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Nancy Davis President
(Signature of Authorized Person) (Title)
Nancy Davis 2/14/2018
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) Nancy Davis (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Contract and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Contract with the County of Inyo, State of California.

(c) That if Contract is awarded to Bidder, Bidder will accept in full, as payment for the material and service to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after award of the Contract to the Bidder, the Bidder shall return the signed Contract to the County.

PAVEMENT PRESERVATION SPECIALTIES, INC.
DBA ENVIRONMENTAL CONCEPTS
(Company Name)

Nancy Davis
(By)

Nancy Davis
(Print Name)

PRESIDENT
(Print Title)

County of Inyo Road Department
Provision of Crack Seal Materials
Bid Proposal Forms



This Bid was received on Feb. 20, 2018 at 11:34 a.m.

ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California

By [Signature]
Assistant



COUNTY OF INYO PURCHASE ORDER

Office of Purchasing Agent
(760) 878-0293

PO# P43073

DATE 05/18/18

PR# REQ32329

PEID T023158

INSTRUCTIONS TO VENDORS:

1. Prepare separate invoice for each purchase order.
2. Show purchase order number on all invoices, packages, delivery slips and all correspondence relative to this order.
3. The County of Inyo is not liable for materials or supplies furnished or services rendered, except by order of the Board of Supervisors or by authority of a Purchase Order properly signed by the Purchasing Agent.

TO: ENVIRONMENTAL CONCEPTS
27801 HALE COURT
TEHACHAPI, CA 93561-8350

SHIP TO: ROAD DEPT.
P O BOX Q
INDEPENDENCE, CA 93526

MAIL INVOICES TO: ROAD DEPT.
P O BOX Q
INDEPENDENCE, CA 93526

ATTN: Twila Koepf
Phone#:
Fax:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
0001	175,950	CRAFTCO CRACK SEAL MATERIAL APPROVED AT BOARD 4/10/18	1.00	175,950.00
			TAX	0.00
			DISCOUNT	
			NET TOTAL	175,950.00

County Purchasing Agent

THIS ORDER NOT VALID UNLESS APPROVED BY COUNTY AUDITOR

I certify that there is a sufficient unencumbered balance in the above account to cover the amount of this order and that sufficient funds have been set aside for the payment thereof.

County Auditor-Controller



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: Public Works

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Lone Pine VFW Parking Lot / Gene Autry Lane Paving Project

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- 1) Approve the plans and specifications for the Lone Pine VFW Parking Lot / Gene Autry Lane Paving Project;
- 2) Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On March 16, 2015, the Governing Board of the Great Basin Unified Air Pollution Control District (GBUAPCD) awarded an Environmental Public Benefit (EPB) Block Grant to Inyo County for a variety of projects. Included in the EPB Block Grant, was the Big Pine Veterans' Path Paving Project (Veterans' Path Project). On February 6, 2018, after prolonged, and as of yet, unfruitful land use negotiations with LADWP, staff sought Board direction. The Board directed staff to continue efforts to secure a land use resolution for the Veterans' Path. The Board also directed staff to request that GBUAPCD include the Lone Pine VFW Parking Lot Project (LP VFW Project) in the EPB Block Grant and to extend the completion date of EPB Block Grant projects to December 31, 2018. On March 8, 2018, GBUAPCD approved both requests.

On April 10, 2018, after over four years of attempting to negotiate an easement from LADWP for the Veterans' Path Project, your Board directed staff to use the remaining \$124,120 in EPB Block Grant funding to complete the LP VFW Project. Staff was also directed to continue negotiations with LADWP for the Veterans' Path Project.

Staff has completed design of the LP VFW Project, including a portion of Gene Autry Lane. Road Funds would be utilized for completion of the portion of Gene Autry Lane that is part of the County's maintained mileage. The LP VFW portion of the project would be completed with EPB Block Grant funds.

This project consists of the pulverization, repaving, and striping of the Lone Pine VFW parking lot and Gene Autry Lane in Lone Pine.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the Grant funding expires December 31, 2018 and Gene Autry Way is in need of re-paving.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor
Great Basin Unified Air Pollution Control District
Lone Pine Association
Turner Barnes VFW Post 8036

FINANCING:

This project is funded from Budget Unit 610189 - Great Basin APC Grant Budget Unit 034600 - Road

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>7/26/18</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>yes</u> Date <u>7/26/2018</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: 07/27/18

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

LONE PINE VFW PARKING LOT PROJECT

Veterans of Foreign Wars Building
481 Gene Autry Lane, Lone Pine, CA 93545

Project No. ZP-18-043

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

Prepared By: Inyo County Public Works

Lone Pine VFW Parking Lot Project
Bid Proposal Forms

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**NOTICE
INVITING BIDS
FOR**

LONE PINE VFW PARKING LOT PROJECT

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

LONE PINE VFW PARKING LOT PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$50.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us.

Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

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

LONE PINE VFW PARKING LOT PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on August 20, 2018** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: The project generally consists of the construction of approximately 20,000 square feet of 2.5" Type A HMA for a parking lot and portion of adjacent roadway and striping of the finished parking lot.

All project work is more particularly described in the Plans and Special Provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations. A mandatory job walk is scheduled for August 17 at 10:00AM. Failure to attend the pre-bid job walk may result in Bid considered non-responsive and returned to contractor.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Travis Dean of the Public Works Department at tdean@inyocounty.us (phone# 760-878-0203) or Public Works main phone #760-878-0201. Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

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

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

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class C12 Contractor license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

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

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

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

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing

Wage Rates,” in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

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

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

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

County of Inyo
Department of Public Works

Clint G. Quilter,
Director

Dated: July, 2018

BID PROPOSAL FORMS FOR

LONE PINE VFW PARKING LOT PROJECT

ENCLOSURES:

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

BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **LONE PINE VFW PARKING LOT PROJECT**
 (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on August 20, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

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

PROJECT BID AMOUNT :

LS = LUMP SUM

LF = LINEAR FEET

CY = CUBIC YARD

SF = SQUARE FEET

EA = EACH

SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
VFW PARKING LOT PORTION					
1	Mobilization	LS	1	\$	\$
2	Construction Area Signs	LS	1	\$	\$
3	Traffic Control	LS	1	\$	\$
4	Earthwork	LS	1	\$	\$
5	Protect/ Adjust Utilities	EA	3	\$	\$
7	Remove Existing AC Pavement	SY	1400	\$	\$
8	Construct Type A HMA	TON	281	\$	\$
9	Minor HMA (Type A Dike)	TON	6	\$	\$
10	Stripe Parking Stalls	LF	585	\$	\$
11	Apply Pavement Markings	SF	40	\$	\$

12	Install Wheel Stops	EA	4	\$	\$
13	Install ADA Accessible Parking Sign	EA	2	\$	\$
TOTAL VFW PARKING PORTION AMOUNT:					\$

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
INYO COUNTY ROAD DEPARTMENT PORTION					
1	Mobilization	LS	1	\$	\$
2	Construction Area Signs	LS	1	\$	\$
3	Traffic Control	LS	1	\$	\$
4	Earthwork	LS	1	\$	\$
5	Protect/ Adjust Utilities	EA	4	\$	\$
7	Remove Existing AC Pavement	SF	3680	\$	\$
8	Construct Type A HMA	TON	94	\$	\$
TOTAL VFW PARKING PORTION AMOUNT:					\$
TOTAL BID FOR BOTH PORTIONS:					\$

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Please see Special Provisions Section for details on what these lump sums must include. The project includes both items, the price breakdown for items 1 and 2 is informational for County's internal accounting purposes, and only the total bid for both items will be considered in determining the lowest bid for the project.

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

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

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

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

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

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

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

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

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

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

Bidder's Name: _____

Address: _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:

- a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

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

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

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

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

LONE PINE VFW PARKING LOT PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

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

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

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

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

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

LONE PINE VFW PARKING LOT PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

LONE PINE VFW PARKING LOT PROJECT

DESIGNATION OF SUBCONTRACTORS

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

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

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

 Signature of Authorized Person) (Title)

 (Printed Name) (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

LONE PINE VFW PARKING LOT PROJECT

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

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

LONE PINE VFW PARKING LOT PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

LONE PINE VFW PARKING LOT PROJECT

The undersigned declares:

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

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

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

LONE PINE VFW PARKING LOT PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

LONE PINE VFW PARKING LOT PROJECT

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

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

(Name and Title of Signer)

Signature _____ Date _____

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

LONE PINE VFW PARKING LOT 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

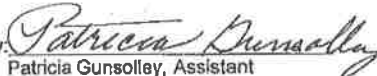
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered 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/ContractingPrefSmBusiness

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: Lone Pine, CA

PROJECT DESCRIPTION: LONE PINE VFW PARKING LOT PROJECT

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: August 20, 2018

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

For Inyo County to Complete:

Project Number: ZP- 18-043
 Financing Type: _____
 Contract Award Date: _____

Checked by: _____

 Print Name Signature Date

Total Claimed Participation \$ _____
 _____ %

 Signature of Bidder

 Date (Area Code) Tel. No.

 Person to Contact (Please Type or Print)

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: LONE PINE VFW PARKING LOT PROJECT				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
TOTAL				\$	\$		
<p style="margin: 0;">2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</p> <p style="margin: 0;">CONTRACTOR REPRESENTATIVE'S SIGNATURE _____ BUSINESS PHONE _____ DATE _____</p> <p style="margin: 0;">(i) Original Commitment</p> <p style="margin: 0;">4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</p> <p style="margin: 0;">RESIDENT ENGINEER'S SIGNATURE _____ BUSINESS PHONE _____ DATE _____</p>							

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

Lone Pine VFW Parking Lot Project
Utilization of Small Business Enterprises
Page 1

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

LONE PINE VFW PARKING LOT PROJECT

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

---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 Oblige, hereinafter called County, in the amount of _____ dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

---o0o---

Signed and sealed this _____ day of _____, 20 _____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

defined in the amount of _____

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

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

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

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

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

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

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

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

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

SPECIAL PROVISIONS

FOR

LONE PINE VFW PARKING LOT PROJECT

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

LONE PINE VFW PARKING LOT PROJECT

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

Specifications Approval Date

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SPECIAL PROVISIONS
LONE PINE VFW PARKING LOT PROJECT
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I. INTRODUCTION / GENERAL:

The Lone Pine VFW Parking Lot Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

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

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

II. PROJECT DESCRIPTION:

The project generally consists of the construction of approximately 20,000 square feet of 2.5" Type A HMA for a parking lot and portion of adjacent roadway and striping of the finished parking lot.

A mandatory job walk is scheduled for August 17, 2018 at 10:00AM. Failure to attend the pre-bid job walk may result in the bid considered non-responsive and returned to the contractor.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

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

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

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

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

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

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

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

SUBCONTRACTOR AND SBE RECORDS:

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

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

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

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

7-1.02K (2) WAGES

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

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

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

1. Inyo County Department of Public Works

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

Include in the certified payroll:

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

7-1.05 INDEMNIFICATION

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

7-1.06A GENERAL INSURANCE

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

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

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

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

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

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

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

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

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

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Twenty (20) Working days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

8-1.10 LIQUIDATED DAMAGES

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

\$500.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

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

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

VII. PROJECT SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

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

1.02 SUMMARY

A. Include all work and materials necessary to:

1. Remove and dispose of existing deteriorating AC Pavement
2. Prepare for and construct 2.5" Type A HMA
3. Stripe parking spaces and apply pavement markings
4. Install wheel stops

1.03 BIDDER QUALIFICATIONS

Bidders shall be pre-qualified as follows:

- A. All bidders shall be contractors who have specifically performed construction of HMA pavements. Such bidders shall have performed the installation of these systems for not less than five years under the same company name. Each bidder shall have performed at least fifteen applications of similar size and type. Bidders shall submit with the bid a list of projects including date of completion and contact information for verification.
- B. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.
- C. The contractor shall submit with the bid a current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- D. The contractor shall cooperate as required in performance of the specified inspecting and testing.

1.04 QUALITY ASSURANCE

HMA acceptance is based on:

- A. Visual inspection for the following:
 - 1. Segregation, raveling, and loose material
 - 2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 3. Uniform surface texture throughout the work limits

PART 2 PRODUCTS

2.01 SUMMARY

- A. Rubber Wheel Stops: RF-PWS38 Parking Lot Wheel Stops manufactured by RubberForm Recycled Products, LLC or approved equal.
 - 1. Use yellow color option for all wheel stops excluding handicap wheel stop. Use Handicap Blue wheel stop for ADA accessible parking stall.
- B. Striping and Pavement Markings: Marking Paint shall conform to the requirements in **Section 84-2.02C** of the 2015 Caltrans Standard Specifications. The color of the pavement markings shall conform to the requirements in ASTM D6628.

2.02 SUBSTITUTIONS

Materials substitutions must be submitted to the owner a minimum of seven (7) working days prior to the bid opening for review to be approved as an "or equal". All substitute

material requests shall include all testing agency certifications and independent third party laboratory testing certifying that all physical properties are equal to or greater than the product specified and certified by an officer of the material manufacturer.

PART 3 DESCRIPTION OF WORK

3.01 HOT MIX ASPHALT

A. General:

This work includes site preparation and work involved with producing and placing hot mix asphalt (HMA) Type A using the Standard Process and shall comply with **Section 39-2, "Hot Mix Asphalt"** of the Caltrans Standard Specifications.

1. Asphalt Binder – The grade of asphalt binder for the HMA Type A for this work shall be **PG 70-10**.
2. Aggregates – The aggregate for the HMA Type A must comply with **½ inch grading**.
3. Do not submit samples unless specifically requested by Engineer.

B. Payment:

The unit price for HMA shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.02 EARTHWORK

A. General:

This work includes the grading, compaction, and other associated work required to establish proper base conditions prior to placing new HMA. Earthwork shall include all work necessary to prepare base for HMA placement in accordance with slopes and specifics called out on the Plans.

B. Payment:

The lump sum price for Earthwork shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work considered to be Earthwork, complete in place, as shown on Plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer.

3.03 REMOVE EXISTING AC PAVEMENT

A. General:

This work includes the removal of existing AC pavement and disposal of any material not to be used for Earthwork.

B. Payment:

The unit price for Remove Existing AC Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work involved in removing existing AC pavement including disposal of excess removed material, complete in place, as shown on Plans, as specified in the Standard Specifications and Special Provisions, and as directed by the Engineer.

3.04 ADJUST UTILITY COVER

A. General:

This work shall consist of raising or lowering existing utility covers to the finished grade.

B. Payment:

Payment shall be for each cover raised or lowered. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved.

3.05 STRIPING AND PAVEMENT MARKINGS

A. General:

This work includes the re-striping of parking lot stalls and the re-application of any existing pavement markings including but not limited to ADA accessible parking stall markings and traffic arrows.

B. Application:

Painting pavement markings shall conform to the provisions in **Section 84, "Traffic Stripes and Pavement Markings"** of the Standard Specifications and these Special Provisions and in accordance with layout in Plans.

Pavement markings shall be applied in two coats. Painting shall not commence until after completion of all HMA work and the parking lot has been cleaned and is suitable for painting.

Do not include glass beads.

C. Payment:

The unit price for striping and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting stripes and pavement markings, including establishing

alignment for stripes and layout work, complete in place, as shown on plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.06 RUBBER WHEEL STOPS

A. General:

This work includes the installation of recycled rubber wheel stops.

B. Application:

Install wheel stops in accordance with the manufacturer's recommendations and product data sheets and as shown on Plans.

C. Payment:

The unit price for rubber wheel stops shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation.

3.07 DEFICIENCY ADJUSTMENTS

Deficiencies identified by the County Engineer during the final inspection shall be corrected within five (5) working days.

3.08 CLEAN UP

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

PART 4 COMPENSATION

4.01 ADJUSTMENT OF PRICE

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

END OF SPECIAL PROVISIONS

PLANS

FOR

LONE PINE VFW PARKING LOT PROJECT

INDEX OF SHEETS

1. TITLE SHEET
2. PLANS
3. DETAILS



COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
**PLANS FOR THE
LONE PINE VFW PARKING LOT AND GENE AUTRY LANE
PAVING PROJECT IN
LONE PINE, CA**

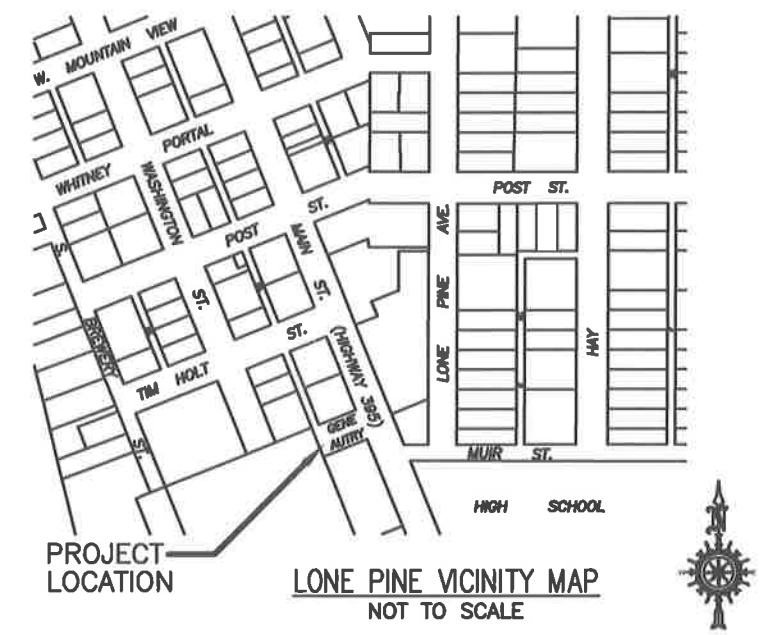
PROJECT NO. ZP 18-043

TO BE SUPPLEMENTED BY INYO COUNTY
STANDARD PLANS & SPECIFICATIONS DATED
OCTOBER 2015



GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), THE 2015 INYO COUNTY STANDARD PLANS AND SPECIFICATIONS, THE 2010 CALTRANS STANDARD PLANS AND SPECIFICATIONS AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

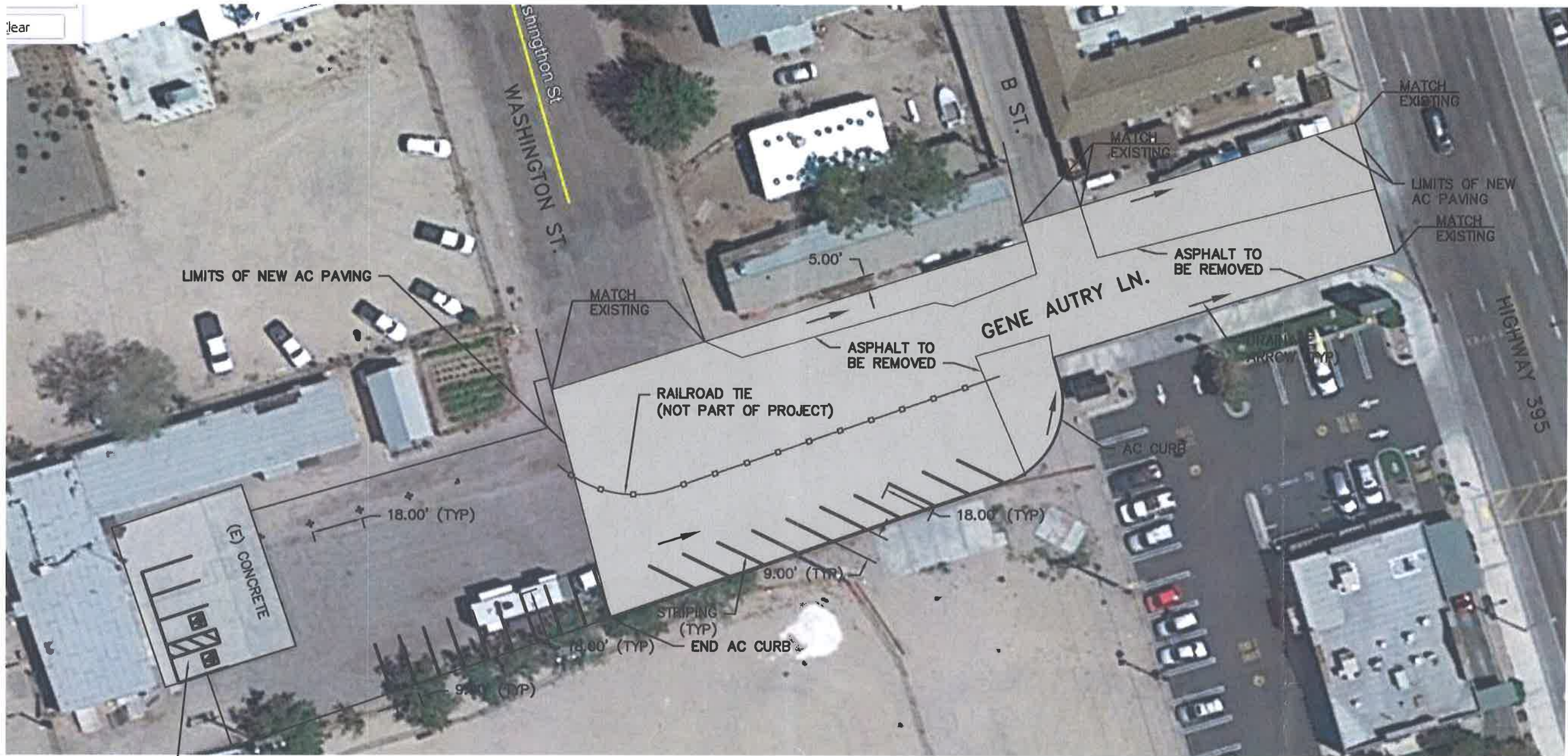


CLINT G. QUILTER, DIRECTOR
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		LONE PINE VFW PARKING LOT PAVING PROJECT LONE PINE, CA	
Drawn by: TAD Date: JULY 2018	Checked By: ME Date: JULY 2018	Date: JULY 2018	Drawing Name: Lone Pine VFW Parking Lot Paving SHEET 1 OF 3

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HANDICAP PARKING DETAIL PER CALTRANS DETAIL A90A ON PAGE 3



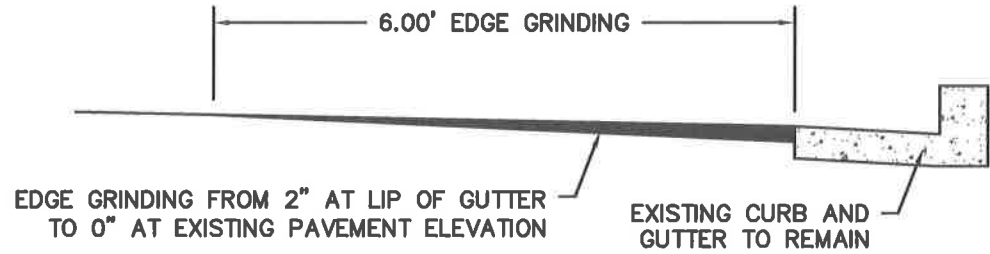
GENE AUTRY LANE
SCALE: 1"=40'



CLINT G. QUILTER, DIRECTOR
INYO COUNTY PUBLIC WORKS

DATE

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Drawn by: TAD	Date: JULY 2018	Checked By: ME	Date: JULY 2018
		Date: JULY 2018	Drawing Name: <small>See Pine VFW Parking Lot Paving.dwg</small>
			SHEET 2 OF 3



EDGE GRINDING DETAIL
N.T.S.

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NOTES

1. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
2. One in every six accessible off-street parking stalls, but not less than one, shall be served by an accessible aisle of 8'-0" minimum width and shall be signed with accessible, the R7-B0 sign shall be mounted below the R99 (CA) plaque or the R99 (CA) sign.
3. In each parking stall, a curb or parking bumper shall be provided if required to prevent encroachment of vehicles over the required width of aisles. Parking stalls shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own. For more parking bumper requirements, see the Special Provisions.
4. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 in all directions.
5. Table A shall be used to determine the required number of accessible parking stalls in each parking lot or garage.
6. Where Plaque R99 (CA), Sign R99 (CA) or Sign R7-B0 are installed, the bottom of the sign or plaque panel shall be a minimum of 1'-0" above the surrounding surface.
7. Curb ramps shall conform to the details shown on Revised Standard Plan RSP 486A.
8. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
9. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high and located so that it is visible to traffic enforcement officials. See Revised Standard Plan RSP 490B for details of the "NO PARKING" sign.
10. A R100B (CA) sign shall be posted in a conspicuous place at each entrance to off-street parking facilities or immediately adjacent to and visible from each stall. The sign shall include the address where the towed vehicle may be retrieved and the telephone number of the local traffic law enforcement agency.
11. Where a single (non-van) accessible parking space is provided, the loading and unloading access aisle shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
12. Where a van accessible parking space is provided, the loading and unloading access aisle shall be 4'-0" wide minimum, and shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
13. Accessible Parking Only Sign shall be Sign R99 (CA) or Sign R99 (CA) with Plaque R99 (CA).

LEGEND

ISA = International Symbol of Accessibility
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ACCESSIBLE PARKING OFF-STREET
NO SCALE

RSP 480A DATED JULY 3, 2018 SUPERSEDES RSP 480A DATED JULY 19, 2013 AND STANDARD PLAN RSP 480A DATED MAY 20, 2011 - PAGE 123 OF THE STANDARD PLANS BOOK DATED 2010.
REVISED STANDARD PLAN RSP 490A

TABLE A

TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 PERCENT OF TOTAL
1001 AND OVER	20 PLUS 1 FOR EACH 100 OR FRACTION THEREOF OVER 1000

OFF-STREET PARKING SIGNS
(Parking lot or garage)
See Note 6

DETAIL A

UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT SUPPLANTED WITH PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE
TOWED VEHICLES MAY BE RECLAIMED AT (Insert Address) OR BY TELEPHONE (Insert Telephone Number)

Sign R99 (CA)
Sign R99 (CA)
Sign R100B (CA)
Sign R7-B0

Plaque R99 (CA)
Sign R99 (CA) with Plaque R99 (CA)
Sign R7-B0



CLINT G. QUILTER, DIRECTOR
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		LONE PINE VFW PARKING LOT PAVING PROJECT LONE PINE, CA	
Drawn by: TAD	Date: JULY 2018	Checked By: ME	Date: JULY 2018
Date: JULY 2018	Drawing Name: Lone Pine VFW Parking Lot Paving	SHEET 3 OF 3	

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: **AUG 07 2018**

SUBJECT: Approval of Plans and Specifications for the South Street Parking Lot Project.

DEPARTMENTAL RECOMMENDATIONS:

Request that the Board:

- 1) Approve the Plans and Specifications for the South Street Parking Lot Project (Project).
- 2) Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

As part of the 2017-2018 Approved Deferred Maintenance Budget, \$25,300 was budgeted to construct improvements on the South Street Parking lot that serves the Health Department and the Veteran Services Building at 207 South Street, Bishop, CA 93514. This project consists of the removal of a portion of the existing asphalt pavement followed by the placement of new hot mix asphalt over the existing pavement and the area of removal as well as re-striping of parking stalls.

ALTERNATIVES:

The Board could choose not to approve the plans, specifications, and advertisement of the project.

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: The Project is part of the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

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>7/24/18</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>yes</u>	Date: <u>7/24/18</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:
 (Not to be signed until all approvals are received)

[Signature] Date: 7/25/18

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

SOUTH ST. PARKING LOT PAVING PROJECT

Inyo County Health and Veterans Building
207 South St., Bishop, CA 93514

Project No. ZP-17-044

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

Prepared By: Inyo County Public Works

South St. Parking Lot Paving Project
Bid Proposal Forms

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SOUTH ST. PARKING LOT PAVING PROJECT
Inyo County Health and Veterans Building
207 South St., Bishop, CA 93514

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

SOUTH ST. PARKING LOT PAVING PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$50.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us.

Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

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

SOUTH ST. PARKING LOT PAVING PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on August 20, 2018** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: The project generally consists of a 1-1/2" hot mix asphalt (HMA) overlay of the existing South St. parking lot (approx. 4,840 sq. ft.), the saw-cutting and removal of an approximately 480 square foot section of AC pavement in order to maintain grade and match the elevation of existing AC pavement where it ties into concrete stairs and ramp, parking lot re-striping, and the installation of five (5) wheel stops. There is also an add alternate of providing crack treatment to mitigate the reflection of pavement deficiencies through the new overlay surface.

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

Technical questions related to project work, site conditions, or other related inquiries should be directed to Trevor Taylor of the Public Works Department at ttaylor@inyocounty.us (phone# 760-878-0347) or Public Works main phone #760-878-0201. Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

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

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

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class C12 license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

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

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

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

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

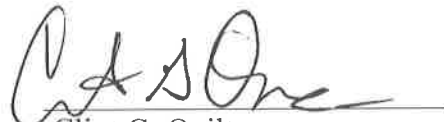
Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

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

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

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

County of Inyo
Department of Public Works



Clint G. Quilter,
Director

^{July}
Dated: XXXXX, 2018

BID PROPOSAL FORMS FOR

SOUTH ST. PARKING LOT PAVING PROJECT
Inyo County Health and Veterans Building
207 South St., Bishop, CA 93514

ENCLOSURES:

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

BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **SOUTH ST. PARKING LOT PAVING PROJECT**
 (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on August 20, 2018 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

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

3. BID ADDITIVES. The County reserves the right to award the base-bid and any combination, including neither, of the bid additives.

PROJECT BID AMOUNT :

LS = LUMP SUM
 SF = SQUARE FEET

LF = LINEAR FEET
 EA = EACH

CY = CUBIC YARD
 SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
BASE-BID					
1	Mobilization	LS	1	\$	\$
2	Construction Area Signs	LS	1	\$	\$
3	HMA Type A (Standard) Overlay	TON	50	\$	\$
4	Saw Cut and Remove AC Pavement	SF	480	\$	\$
5	Parking Lot Re-Striping	LF	376	\$	\$
6	Parking Lot Pavement Markings	SF	20	\$	\$
7	Intall Wheel Stops	EA	5	\$	\$
TOTAL BASE-BID AMOUNT:					\$

BASE-BID TOTAL (IN NUMBERS): \$ _____

BASE-BID TOTAL (IN WORDS): _____

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
BID ADDITIVE #1 – Surface Preparation Crack Sealing					
1	Mobilization	LS	1	\$	\$
2	Crack Sealing	LF	330	\$	\$
TOTAL BID ADDITIVE #1 AMOUNT:					

BID ADDITIVE #1 TOTAL (IN NUMBERS): \$ _____

BID ADDITIVE #1 TOTAL (IN WORDS): _____

Please see Special Provisions Section for details on what these lump sums must include. The project includes both items, the price breakdown for items 1 and 2 is informational for County’s internal accounting purposes, and only the total bid for both items will be considered in determining the lowest bid for the project.

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

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

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

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

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

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

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

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

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

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

Bidder's Name: _____

Address: _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

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

Kevin Carunchio, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

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

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

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

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

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

SOUTH ST. PARKING LOT PAVING PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

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

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **SOUTH ST. PARKING LOT PAVING PROJECT**, in compliance with the Contract therefor:

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

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

WITNESS our hands and seals this _____ day of _____, 20____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

SOUTH ST. PARKING LOT PAVING PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

SOUTH ST. PARKING LOT PAVING PROJECT

DESIGNATION OF SUBCONTRACTORS

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

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

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

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

SOUTH ST. PARKING LOT PAVING PROJECT

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

SOUTH ST. PARKING LOT PAVING PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

SOUTH ST. PARKING LOT PAVING PROJECT

The undersigned declares:

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

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

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

SOUTH ST. PARKING LOT PAVING PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

SOUTH ST. PARKING LOT PAVING PROJECT

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

SOUTH ST. PARKING LOT PAVING 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 at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

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

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

6.06.030 General Provisions.

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

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

6.06.040 Local Business and Small Business Preference.

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

6.06.050 Small Business Subcontracting Preference.

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

6.06.060 Limit On Contracting Preferences.

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

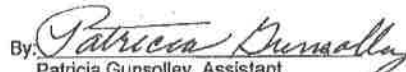
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered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

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

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


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchlo
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

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

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

SOUTH ST. PARKING LOT PAVING PROJECT
Inyo County Health and Veterans Building
207 South St., Bishop, CA 93514

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

---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.

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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

SOUTH ST. PARKING LOT PAVING PROJECT

Inyo County Health and Veterans Building

207 South St., Bishop, CA 93514

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

SOUTH ST. PARKING LOT PAVING PROJECT

Inyo County Health and Veterans Building
207 South St., Bishop, CA 93514

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

7/24/13

Specifications Approval Date

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SPECIAL PROVISIONS
SOUTH ST. PARKING LOT PAVING PROJECT
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I. INTRODUCTION / GENERAL:

The South St. Parking Lot Paving Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

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

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

II. PROJECT DESCRIPTION:

The project generally consists of a 1-1/2" hot mix asphalt (HMA) overlay of the existing South St. parking lot (approx. 4,840 sq. ft.), the saw-cutting and removal of an approximately 480 square foot section of AC pavement in order to maintain grade and match the elevation of existing AC pavement where it ties into concrete stairs and ramp, parking lot re-striping, and the installation of five (5) wheel stops. There is also an add alternate of providing crack treatment to mitigate the reflection of pavement deficiencies through the new overlay surface.

The project location is available for inspection prior to bid. Call Trevor Taylor at 760-878-0347 to schedule a site visit.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

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

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required

documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

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

The bidder must:

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

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

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

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

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

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

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

SUBCONTRACTOR AND SBE RECORDS:

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

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

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

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

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

7-1.02K (2) WAGES

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

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

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

1. Inyo County Department of Public Works

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

Include in the certified payroll:

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

7-1.05 INDEMNIFICATION

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

7-1.06A GENERAL INSURANCE

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

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

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

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

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

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

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

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

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

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Ten (10) Working days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

8-1.10 LIQUIDATED DAMAGES

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

\$500.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

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

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

VII. PROJECT SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

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

1.02 SUMMARY

A. Include all work and materials necessary to:

1. Saw Cut and Remove AC Pavement in accordance with Plans. Re-grade and compact the removal area
2. Clean and Tack all existing AC Pavement to receive overlay
3. Prepare for and construct 1-1/2" (thicker in AC Removal area) overlay of Type A HMA
4. Re-stripe parking spaces and apply pavement markings
5. Install 5 wheel stops

1.03 BIDDER QUALIFICATIONS

Bidders shall be pre-qualified as follows:

- A. All bidders shall be contractors who have specifically performed construction of HMA pavements. Such bidders shall have performed the installation of these systems for not less than five years under the same company name. Each bidder shall have performed at least fifteen applications of similar size and type. Bidders shall submit with the bid a list of projects including date of completion and contact information for verification.
- B. The contract shall carry a minimum of \$1,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid in the form of a sample insurance certificate.
- C. The contractor shall submit with the bid a current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- D. The contractor shall cooperate as required in performance of the specified inspecting and testing.

PART 2 PRODUCTS

2.01 SUMMARY

- A. Rubber Wheel Stops: RF-PWS38 Parking Lot Wheel Stops manufactured by RubberForm Recycled Products, LLC or approved equal.
 - 1. Use yellow color option for all wheel stops excluding handicap wheel stop. Use Handicap Blue wheel stop for ADA accessible parking stall.
- B. Striping and Pavement Markings: Marking Paint shall conform to the requirements in **Section 84-2.02C** of the 2015 Caltrans Standard Specifications. The color of the pavement markings shall conform to the requirements in ASTM D6628.

2.02 SUBSTITUTIONS

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

PART 3 DESCRIPTION OF WORK

3.01 HOT MIX ASPHALT

A. General:

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard Process and shall comply with **Section 39-2, "Hot Mix Asphalt"** of the Caltrans Standard Specifications.

1. Asphalt Binder – The grade of asphalt binder for the HMA Type A for this work shall be **PG 70-10**.
2. Aggregates – The aggregate for the HMA Type A must comply with **½ inch grading**.
3. Do not submit samples unless specifically requested by Engineer.

B. Payment:

The unit price for HMA shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.02 SAW CUT AND REMOVE EXISTING AC PAVEMENT

A. General:

This work includes the saw cutting, removal, and disposal of existing AC Pavement in addition to the re-grading and compaction of the removal area in accordance with Plans.

B. Payment:

The unit price for Saw Cut and Remove Existing AC Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in removing and disposing of existing AC pavement, re-grading, and compacting base material, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.03 CRACK TREATMENT

A. General:

This work includes any surface preparation involving crack sealing required before placing HMA Overlay, Seal Coat, or Tack Coat. Refer to **Section 37-5 "Crack Treatment"** of the 2015 Caltrans Standard Specifications.

B. Payment:

The unit price for Crack Treatment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in applying Tack Coat, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.04 STRIPING AND PAVEMENT MARKINGS

A. General:

This work includes the re-striping of parking lot stalls and the re-application of any existing pavement markings including but not limited to ADA accessible parking stall markings and traffic arrows.

B. Application:

Painting pavement markings shall conform to the provisions in **Section 84, "Traffic Stripes and Pavement Markings"** of the Standard Specifications and these Special Provisions and in accordance with layout in Plans.

Pavement markings shall be applied in two coats. Painting shall not commence until after completion of all HMA work and the parking lot has been cleaned and is suitable for painting.

Do not include glass beads in the paint used for re-striping and applying pavement markings.

C. Payment:

The unit price for striping and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting stripes and pavement markings, including establishing alignment for stripes and layout work, complete in place, as shown on plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3.05 RUBBER WHEEL STOPS

A. General:

This work includes the installation of recycled rubber wheel stops.

B. Application:

Install wheel stops in accordance with the manufacturer's recommendations and product data sheets and as shown on Plans.

C. Payment:

The unit price for rubber wheel stops shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation.

3.06 DEFICIENCY ADJUSTMENTS

Deficiencies identified by the County Engineer during the final inspection shall be corrected within five (5) working days.

3.07 CLEAN UP

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

PART 4 COMPENSATION

4.01 ADJUSTMENT OF PRICE

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

END OF SPECIAL PROVISIONS

PLANS

FOR

SOUTH ST. PARKING LOT PAVING PROJECT

Inyo County Health and Veterans Building

207 South St., Bishop, CA 93514

INDEX OF SHEETS

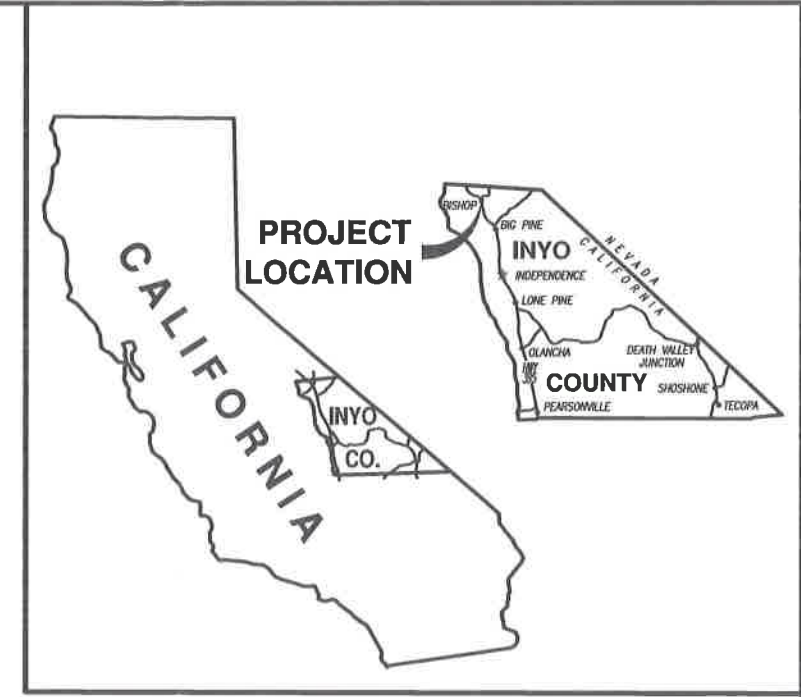
- 1 TITLE SHEET AND LOCATION MAP
- 2 SITE PLAN



COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

PLANS FOR THE
SOUTH STREET PARKING LOT
PAVING PROJECT

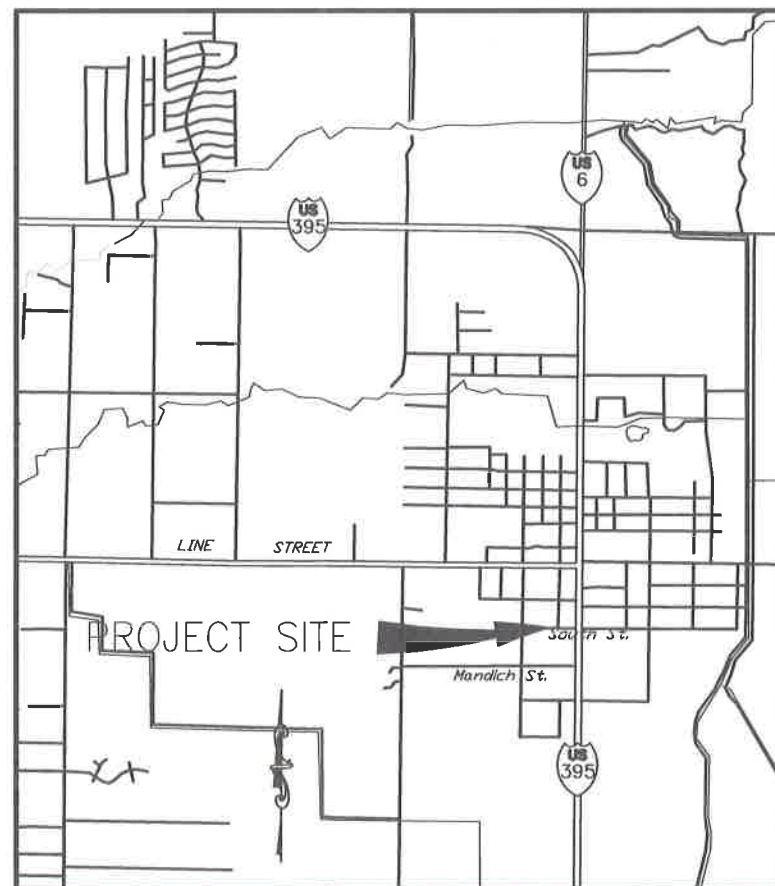
PROJECT NO. ZP-17-044



GENERAL NOTES

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR AS A RESULT OF CONSTRUCTION.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), THE 2015 INYO COUNTY STANDARD PLANS AND SPECIFICATIONS, THE 2015 CALTRANS STANDARD PLANS AND SPECIFICATIONS AND OTHER GOVERNING REGULATIONS.
5. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND APPROVALS. SIGNATURES BY THE COUNTY ENGINEER AND/OR THE PUBLIC WORKS DIRECTOR ON THESE PLANS DO NOT IMPLY THAT OTHER REQUIRED APPROVALS HAVE OR WILL BE OBTAINED. IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED APPROVALS AND PERMITS.
7. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
8. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER PROJECT SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

BISHOP TOWN SITE



Clint G. Quilter
Director of Public Works

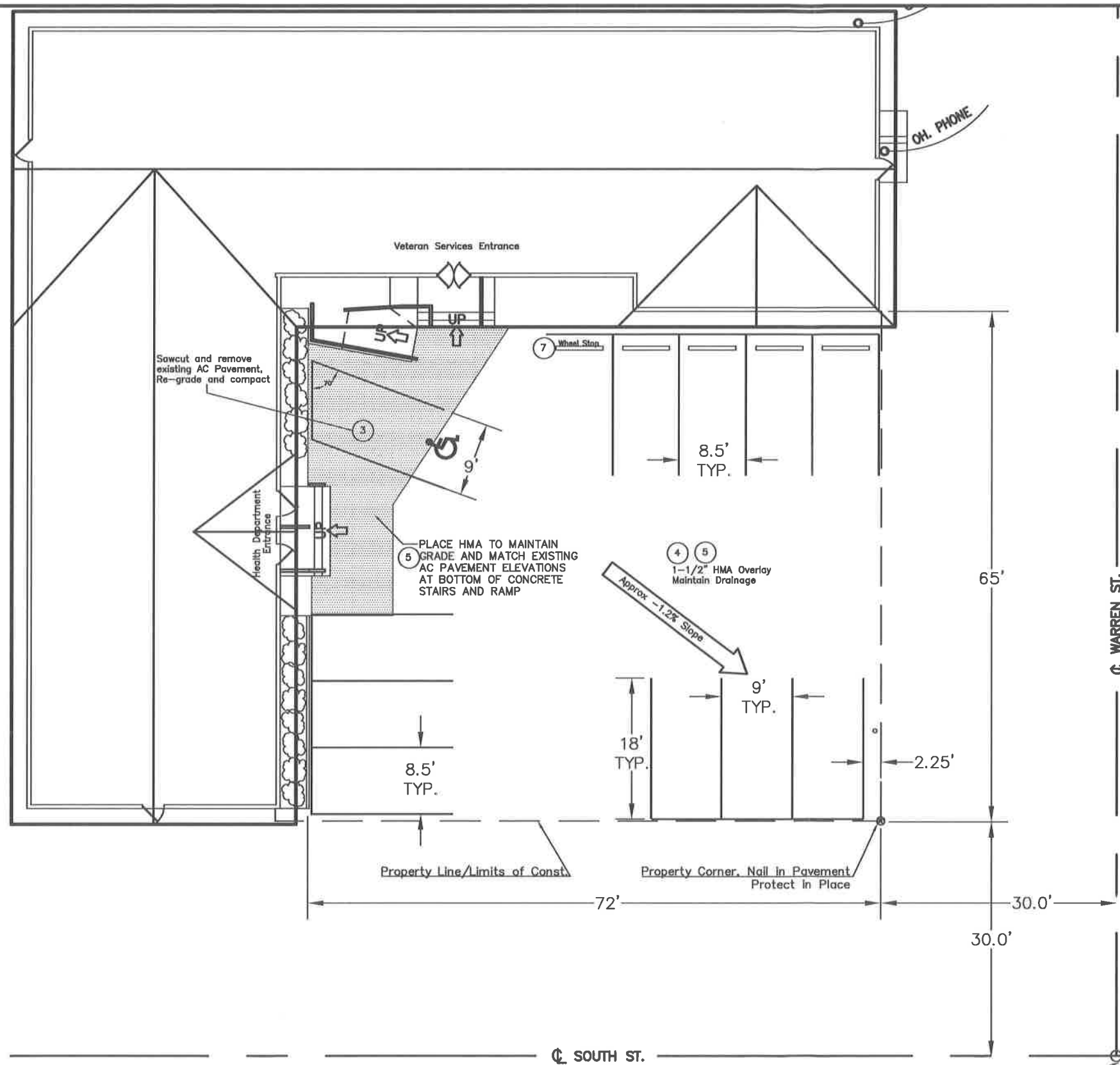
7/24/18
Plans Approval Date



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edward, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		SOUTH ST. PARKING LOT PAVING PROJECT JUNE 2018	
Drawn By: T. TAYLOR	Date: 7/18	Checked By: Date:	Drawing Name: TITLE SHEET
			SHEET 1 OF 2

Z:\Open Projects\3-Deferred Maintenance\South Street Parking Lot Repair\200-Preliminary Engineering\210-Plans, Specs & Estimates\South_S.DWG

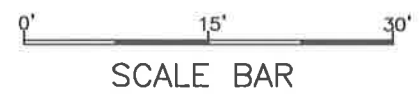
Z:\Open Projects\3-Deferred Maintenance\South Street Parking Lot Report\200-Preliminary Engineering\210-Plans, Specs & Estimates\South St.DWG



CONSTRUCTION NOTES:

PROJECT LOCATION: 207 W. SOUTH STREET, BISHOP, CA

1. DIMENSIONS ARE APPROX. CONTR. TO VERIFY
2. CONTRACTOR TO NOTIFY ENGINEER OF ANY ISSUES WITH EXISTING PAVEMENT CONDITION THAT WILL AFFECT APPLICATION OR INTEGRITY OF HMA OVERLAY AND PROCEED AS DIRECTED
3. SAWCUT AND REMOVE EXISTING AC PAVEMENT AS SHOWN. RE-GRADE AND COMPACT AREA OF REMOVAL TO 95% COMPACTION.
4. CLEAN AND TACK EXISTING AC PAVEMENT PRIOR TO OVERLAY.
5. INSTALL 1-1/2" HMA OVERLAY; ADJUST DEPTH TO MAINTAIN GRADE IN AREA OF PAVEMENT REMOVAL AND MATCH ELEVATION WHERE EXISTING PAVEMENT TIES INTO CONCRETE STEPS AND RAMP.
6. RE-STRIPE PARKING STALLS AND APPLY 1 ADA ACCESSIBLE PARKING PAVEMENT MARKING
7. INSTALL 5 WHEEL STOPS AS SHOWN



Survey Monument in Hand Hole at Intersection of South St. & Warren St.

Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		South Street Parking Lot Paving Project Date: JUNE 2018 SITE PLAN		
Revised By: Date:	Designed by: T. TAYLOR			Date: 7/18
PAGE 2 OF 2				



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 22

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Approval of a Federal Aviation Administration (FAA) grant for the Bishop Airport Taxiway Rehabilitation Design Project

DEPARTMENTAL RECOMMENDATIONS:

- 1) Approve the grant agreement between Inyo County and the (FAA) for the Bishop Airport Taxiway Rehabilitation Design Project, in an amount of \$300,000.00 maximum, contingent upon review and approval of agreement by county counsel, contingent upon appropriate signatures being obtained, and;
- 2) Authorize the public works director to sign the grant agreement on behalf of the County.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The FAA has approved the grant application for the Bishop Airport Taxiway Rehabilitation Design Project.

The objective of the project is to provide design for the Bishop Airport Taxiway Rehabilitation Project in order to address the safety concerns associated with the current conditions of the taxiways.

The funds for the Bishop Airport Taxiway Rehabilitation Design Project will be provided by an FAA Airport Improvement Project (AIP) grant, a California Division of Aeronautics (CDA) Matching Grant and by the County, as shown below:

FAA Grant (90% of total project cost)	\$300,000.00
CDA Matching Grant (5% of FAA Grant)	\$ 15,000.00
County (5.5% of total project cost)	\$ 18,333.00
Total Project Cost	\$333,333.00

Project costs will be funded through the Public Works Department Budget Unit titled *Bishop Airport Improvement – Taxiway Rehab Project*, with object codes for expenditures as shown below:

Funding Source	Expenditure Object Code
FAA Grant	5265
CDA Matching Grant	5265
County	5124

The FAA requires that the grant be accepted and signed by a representative of the county and submitted to the FAA on or before August 8, 2018 so the FAA can process it before the end of the federal fiscal year on September 30, 2018. Therefore, the Public Works Department requests that the Board approve the grant agreement and authorize the Public Works Director to sign the agreement.

ALTERNATIVES:

The Board could choose not to approve the grant agreement. This alternative is not recommended because funds are available now but may no longer be available if not accepted by the end of the federal fiscal year. Additionally, the Bishop Airport Taxiway Rehabilitation Project is an important step in creating safer and more robust infrastructure for future development of the airport.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

Up to 90% of the project cost will be reimbursed by the FAA grant, and, if approved, up to 5% may be reimbursed by a CDA grant. However, CDA matching grant funds are limited, and are distributed on a first-come first-served basis, and it is unknown at this time whether CDA funds will be available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made.

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>7/25/18</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>yes</u>	Date <u>7/26/18</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:
(Not to be signed until all approvals are received)


FOR CLINT QUILTER

Date: 7/27/18



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>July 17, 2018</u>
Airport/Planning Area	<u>Bishop Airport</u>
AIP Grant Number	<u>3-06-0024-020-2018</u>
DUNS Number	<u>008909830</u>
TO:	<u>County of Inyo</u> (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **January 24, 2018**, for a grant of Federal funds for a project at or associated with the Bishop Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Bishop Airport (herein called the "Project") consisting of the following:

Rehabilitation of Taxiways 'A', 'B', 'C', 'D', 'F', 'G', 'H' and 'J'. (Design-Only)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$300,000.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$300,000.00 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 8, 2018**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 25, 2003, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

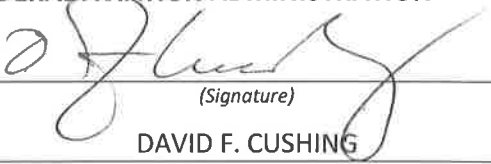
A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

DAVID F. CUSHING
(Typed Name)

MANAGER

LOS ANGELES AIRPORTS DISTRICT OFFICE
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

County of Inyo

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

Counsel to
SIGN AFTER
Sponsor.
—

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circularsand

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 23

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~1~~ AUG 07 2018

SUBJECT: Contract for Services to prepare the Annual Road Report

DEPARTMENTAL RECOMMENDATIONS:

- 1) Request the Board approve the sole source contract between the County of Inyo and the State of California, for the preparation of the Annual Road Report, in an amount not to exceed \$4,000.00 for the fiscal year ending June 30, 2018, and;
- 2) Designate the Road Commissioner to sign the Road Report per State Law, and;
- 3) Authorize the Road Commissioner to sign the contract contingent upon the Board's adoption of fiscal year 2018/2019 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Streets and Highways Code Section 2151 requires that the Road Department submit an Annual Road Report each year, which documents how the County expended the funds deposited in the Road Fund for the fiscal year. A representative from the State of California typically prepares the report for several counties throughout the State and has prepared the report for Inyo County for many years. Consequently, they are most familiar with the requirements of the State and warrant consideration as a sole source provider of this service. This contract will be in an amount not to exceed \$4,000.00.

ALTERNATIVES:

Your Board could deny the contract with the California State Controller and direct the Road Department to submit an RFP to outside agencies to prepare the document. This alternative is not recommended, as the State of California has prepared the Road Report at a reasonable cost to the County in the past years.



OTHER AGENCY INVOLVEMENT:

The Office of County Counsel
 Auditor's Office

FINANCING:

The Road Department has identified funds for this contract in Budget Unit 034600 (Road), Object Code 5265 (Professional Services).

Agenda Request Form
Board meeting of
Subject:

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>7/5/18</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>yes</u> Date <u>7/10/2018</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>N/A</u> Date _____

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

 Date: 7/10/18



Clint Quilter, Public Works Director

DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

MEMORANDUM

SUBJECT: Sole Source Justification for the Annual Road Report

One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority. The State Controller's Office has been preparing the Road Report for several years and is very familiar with our department and requirements of the State of California. The State Controller's Office is also familiar with our billing system that we use for all Road expenditures and revenues.



BETTY T. YEE
California State Controller

June 28, 2018

Mr. Clint Quilter
Public Works Director
County of Inyo
PO Box Drawer Q
Independence, CA 93526

Dear Mr. Quilter:

The State Controller's Office, Division of Audits, is available to assist in preparing your fiscal year 2017-18 Annual Road Report on a cost-recovery basis. The estimated cost for our assistance should not exceed \$4000. This preparation fee may be charged to your Road Fund.

If you would like our office to provide this service, please complete and return:

- The Contract for Services to Prepare the Annual Road Report (three copies); and
- The Contract Information Sheet for scheduling assistance.

Please return the above documents by July 31, 2018, to the attention of Lisa Tam at the State Controller's Office, Division of Audits, Local Government Audits Bureau, Post Office Box 942850, Sacramento, California 94250-5874.

Scheduling priority will be given to those who respond promptly. If you have any questions, please contact Daniel Finau at (916) 324-6984 or email at AUDStreetsRoads@sco.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Efrén Loste".

EFREN LOSTE, Chief
Local Government Audits Bureau
Division of Audits

EL/lt

Enclosures



BETTY T. YEE
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL ROAD REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and County of Inyo.

Whereas Section 2151 of the California *Streets and Highways Code* requires counties to file an Annual Road Report,

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the county wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2018, the Controller shall assist in the preparation of the county's report.
- II. The report shall be in the form prescribed by the Controller.
- III. It shall include a statement of all revenues and expenditures concerning county roads, and shall be prepared from the county's records made available to the Controller.
- IV. The report will be prepared from the county's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The county understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2018, except that the Controller is excused from such date if the county's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the county or if circumstances beyond the control of the parties prevent completion.
- VI. The county will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The county will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.
- VIII. The county will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.

- IX. The county will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the State Administrative Manual. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$4,000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the county and will retain one copy.
- XIV. The county will pay the Controller for services rendered in a timely manner (including additional time pursuant to Paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Efren Loste, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

County of Inyo

BETTY T. YEE
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name:

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

 Title:

Date: _____

Address:

Date: _____



BETTY T. YEE
California State Controller

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Efren Loste, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

County of Inyo

BETTY T. YEE
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name:

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

 Title:

Date: _____

 Address:

 Date:



BETTY T. YEE
California State Controller

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Efren Loste, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

County of Inyo

BETTY T. YEE
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name: _____

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

Title: _____

Date: _____

Address: _____

Date: _____



BETTY T. YEE
California State Controller

STREETS/ROADS REPORT CONTRACT INFORMATION SHEET

PLEASE PRINT OR TYPE

CITY OR COUNTY NAME: Inyo County

FINANCE DIRECTOR / AUDITOR-CONTROLLER:

NAME: Amy Shepherd

PUBLIC WORKS DIRECTOR:

NAME: Clint Quilter

ANNUAL STREET/ROAD REPORT CONTACT PERSON:

NAME: Chris Cash TITLE: Road Superintendent

MAILING ADDRESS: P.O. Drawer Q
Independence, CA 93526

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

E-MAIL ADDRESS: ccash@inyocounty.us AND Bnelums@inyocounty.us

TELEPHONE NUMBER: 760-878-0201

FAX NUMBER: 760-878-2001

THE ANNUAL STREETS/ROADS REPORT IS DUE ON **OCTOBER 1**. AN SCO AUDITOR WILL CONTACT THE CITY/COUNTY TO SCHEDULE THE REPORT PREPARATION UPON RECEIPT OF THE SIGNED CONTRACTS.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

24

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

FROM: Public Works *AUG 07 2018*

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Award the Contract for the Bishop Senior Center Improvement Project

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Award the construction contract for the base bid of the Project to Troy Cauldwell Paint and Stucco of Bishop, California, in the amount of \$42,390.00
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

At the June 26, 2018 meeting of the Board of Supervisors, the Board approved the plans and specifications for the Bishop Senior Center Improvement Project located at 682 Spruce Street, Bishop, California, and authorized the public works director to advertise for bids for the project.

On July 18, 2018, bids were opened for the Bishop Senior Center Improvement Project. Troy Cauldwell Paint and Stucco was the only contractor to submit a bid on the Project. Troy Cauldwell Paint and Stucco's bid was in the amount of \$42,390.00.

ALTERNATIVES:



- 1. Not award the contract and require the PWD to re-advertise the RFB for the Project; or
- 2. Not award the contract or re-advertise the Project. This is not recommended as the exterior of the Senior Center is in need of maintenance and improvement and the Board previously approved plans and specifications and further it was budgeted for in the 2017/18 fiscal year budget.


OTHER AGENCY INVOLVEMENT:

Public Works
County Counsel
Auditor

FINANCING:

The Project is part of the 2017/2018 Deferred Maintenance List. The construction costs will be paid through budget unit 011501, Deferred Maintenance, object code 5191, Maintenance of Structures.

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>7/26/18</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>yes</u> Date: <u>7/26/18</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: 7/30/18

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

Troy Cauldwell Paint and Stucco, **CONTRACTOR**

for the

Bishop Senior Center Improvement **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 8, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Troy Cauldwell Paint and Stucco (hereinafter referred to as "CONTRACTOR"), for the construction or removal of The Bishop Senior Center Improvement PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: The Bishop Senior Center Improvement **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Forty Two Thousand Three Hundred Ninety dollars (\$ 42,390.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: Troy Cauldwell Paint and Stucco
2612 Irene Way
Bishop, CA 93514

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

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

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

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Award and approval of the construction contract for the Whitney Portal Road and Horseshoe Meadow Roads Permanent Restoration Repair Project

DEPARTMENTAL RECOMMENDATIONS: Request that your Board:

- A. Award the Construction Contract for the project to Bowman Asphalt Inc. of Bakersfield, California in the amount of \$264,434.00;
- B. Authorize the Chairperson to execute the Contract, contingent upon obtaining appropriate signatures;
- C. Authorize the Public Works Director to execute all other Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the April 10th, 2018 meeting of the Board of Supervisors, the Board approved plans and specifications for the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Repair Project (Project), and authorized the Public Works Director to advertise the project for bids. This project is to repair damage caused in the January 2017 "Rocky Road" storm, and is funded by the Federal Highway Administration's Emergency Relief Program, which is administered by Caltrans.

Repairs on Whitney Portal Road include repaving three sections of roadway damaged by rock fall, replacement of 80 feet of guardrail and pavement markings. The Horseshoe Meadows repairs include repaving 140 feet of damaged roadway and installing 300 feet of asphalt concrete curb to protect the fill slope from future storm runoff erosion.

On May 16th, 2018 bids were opened for the Project, two bids were received:

- | | |
|--|--------------|
| 1. Bowman Asphalt Inc., of Bakersfield CA | \$264,434.00 |
| 2. Spiess Construction Inc., of Santa Maria CA | \$269,318.00 |

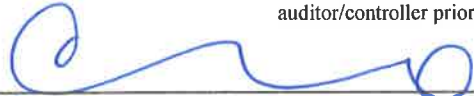
ALTERNATIVES:

Your Board could choose not to approve the construction contract for the Project to Bowman Asphalt Inc., and to go to bid a second time.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; County Counsel has reviewed and approved the contract documents.

FINANCING: The cost for the construction and construction engineering will be paid through budget unit 034600, Road Department, object code 5700, Construction in Progress. This Project is reimbursable at the billing rates: construction and construction engineering – 88.53% Emergency Relief Program funding. Additional funding was requested from Caltrans to cover the construction costs of the Whitney Portal portion of this project (\$161,341); which was approved on 7/13/2018. The Horseshoe Meadows portion (\$103,093) currently has \$53,854 approved for construction, however there is an excess of approximately \$200,000 in previous phases of the project, which will be moved to cover construction costs once the project has been completed. Since the money has already been allocated to the Horseshoe project there no concern that Caltrans will not approve the fund shift; the contract costs will be covered by the Road Budget until reimbursements are received from Caltrans.

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>7/18/18</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>yes</u> Date <u>7/19/18</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>7/19/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/19/18
(Not to be signed until all approvals are received)

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

Bowman Asphalt, Inc., **CONTRACTOR**

for the

Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, August 7, 2018, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Bowman Asphalt, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Whitney Portal Road and Horseshoe Meadow Road Permanent Restoration **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 working 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: Two hundred and sixty four thousand, four hundred and thirty four dollars (\$ 264,434.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: Bowman Asphalt, Inc.
3351 Fairhaven Dr.
Bakersfield, CA
93305

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

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

Bowman Asphalt, Inc.

By: _____

Name: _____

Title: _____

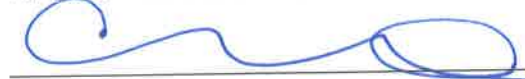
Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

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

---o0o---

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

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

Bowman Asphalt, Inc.

By:  _____

Name: Jose Hernandez

Title: General Manager

Dated: 07/24/18

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 26

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

FROM: Supervisor Jeff Griffiths
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Resolution in support of the Veterans and Affordable Housing Bond Act of 2018

DEPARTMENTAL RECOMMENDATION:

Request Board consider and possibly approve a resolution in support of the Veterans and Affordable Housing Act of 2018, to appear on the November 6, 2018 ballot as Prop 1.

SUMMARY DISCUSSION:

Mammoth Lakes Housing has asked the Inyo County Board of Supervisors to consider endorsing, by approval of the attached resolution, the Veterans and Affordable House Act, which will appear on the November 6, 2018 ballot as Proposition 1. If passed by voters, Prop 1 will issue \$4 billion in general obligations bonds for housing-related programs, loans, grants, and projects (\$3 billion) and housing loans for veterans (\$1 billion). Prop 1 originated as Senate Bill 3: the Veterans and Affordable House Act in the California State Legislature, where it was introduced by Sen. Jim Beall (D-San Jose) and approved last fall as part of a legislative package meant to address California's housing crisis. Supporters of SB 3/Prop 1 have said that in addition to providing stable, affordable housing for struggling families, people experiencing homelessness, military veterans, and individuals with disabilities, it is expected to create 137,000 new jobs and infuse \$23.4 billion into the State's economy.

According to the California Association of California Counties, which has taken a "Support" position on the bond measure, SB 3 would authorize the issuance of \$4 billion in general obligation bonds to support the following housing affordability programs:

- \$1.5 billion to the Multifamily Housing Program. This program provides funding for the new construction, rehabilitation, and preservation of permanent and transitional rental housing for lower income households through loans to local governments and non- and for-profit developers. Funds are for affordable homes for households with incomes up to 60% of area median income. Counties are eligible applicants.
- \$1 billion to the CalVet Home Loan Program. This program assists veterans in purchasing homes and farms with low-interest loans. The program is fully self-supporting and does not impose any cost to the General Fund, as the bonds backing the program are repaid through the payment of principal and interest by CalVet loan holders. Individual veterans are eligible to apply.
- \$300 million to the CalHome Program. This program provides grants to local public agencies and nonprofit developers to assist individual households through deferred payment loans. The funds would provide direct, forgivable loans to assist development projects involving multiple ownership units, including single-family subdivisions. This money would also be available to self-help mortgage assistance programs and manufactured homes. Counties are eligible applicants. Assistance is provided through applicants to participating families.
- \$300 million to the Joe Serna, Jr. Farmworker Housing Program. This program finances the new construction, rehabilitation, and acquisition of owner-occupied and rental units for agricultural workers, with a priority for lower income households. Counties are eligible applicants.

- \$300 million to the Local Housing Trust Fund Matching Grant Program. This program provides matching grants to local governments and non-profits that raise money for affordable housing. Counties are eligible applicants.
- \$300 million to the Infill Infrastructure Financing Program. This program assists in the new construction and rehabilitation of infrastructure that supports higher density affordable and mixed-income housing in locations designated as infill, such as water and sewer extensions. Counties are eligible applicants.
- \$150 million to the Transit-Oriented Development Implementation Program. This program provides low-interest loans as gap financing for rental housing developments that include affordable units, and as mortgage assistance for homeownership developments. Grants to cities, counties, and transit agencies are for the provision of the infrastructure necessary for the development of higher density uses within close proximity to a transit station and loans for the planning and development of affordable housing within one-quarter mile of a transit station. Counties are eligible applicants.
- \$150 million to the Self-Help Housing down payment assistance program. Provides down payment assistance for first-time low- and moderate-income homebuyers where project affordability has been improved through regulatory incentives. Counties are eligible applicants. Assistance is provided through applicants to participating families.

Legislative staff with the Rural County Representatives of California (RCRC) urged the RCRC Board of Directors to adopt a “Support” position on SB 3 at its June 20, 2018 meeting, where the RCRC Board opted to take a position of “No Position.” Regionally, the Town of Mammoth Lakes Town Council and Mono County Board of Supervisors have supported the proposition. Statewide, it has earned endorsements from numerous housing, veteran, environmental, and transportation groups, in addition to labor organizations, elected officials, and governing bodies. Opposition has come from the Howard Jarvis Taxpayers Association and two business groups.

Full text of the bill is attached.

ALTERNATIVES:

Not approve the resolution, and/or take a different position on the Veterans and Affordable Housing Act of 2018.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

No financial impacts are associated with approving this resolution, but passage of SB 3 at the polls could give California counties access to funding to address housing needs, either directly from the majority of the programs to be funded or in partnership with developers.

APPROVALS

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

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

A handwritten signature in blue ink, appearing to read "J. M. Griffiths", written over a horizontal line.

Date: 08/01/18

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA IN SUPPORT OF THE VETERANS AND AFFORDABLE HOUSING ACT ON THE NOVEMBER 6, 2018 BALLOT

WHEREAS, high land costs, low-density development, lack of developable lands, and rising construction costs have conspired to create a housing shortage that drove housing prices in California to levels two-and-half times the national average; and

WHEREAS, housing affordability is an urgent issue facing families and communities across California, and the cost of housing means many people and families can't afford other basics like food and transportation; and

WHEREAS, addressing California's lack of affordable housing must be an urgent priority at a time when more than half of California households that rent (more than 3 million) spend more than 30 percent of their income toward rent and nearly one-third (more than 1.5 million households) spend more than 50 percent of their income on rent; and

WHEREAS, in Inyo County, where the median gross rent is \$844 and 10.8% of the population is below the federal poverty level, the majority of renters spend 35% percent or more of their income on rent; and

WHEREAS, 41.62% of households who rent in Inyo County are considered "rent overburdened," meaning the household makes less than \$2,813 a month while renting an apartment at or above Inyo County's median rent; and

WHEREAS, the devastation of the housing crisis is evident in homelessness in our communities; and

WHEREAS, homelessness is a growing problem in the Eastern Sierra, with IMACA's 2018 "Point-in-Time" Count of Persons Experiencing Homelessness showing a 29.8% increase over the 2017 count; and

WHEREAS, Inyo County's totals this year include 5 children in unsheltered living situations and 6 homeless veterans, five of whom were classified as "chronically homeless"; and

WHEREAS, both the 2017 and 2018 counts are believed to underrepresent the true numbers of individuals experiencing homelessness in Inyo and Mono counties; and

WHEREAS, the proceeds from the 2006 housing bond that helped create and preserve affordable apartments, urban infill infrastructure, and single-family homes have been expended; and

WHEREAS, even though federal funding for affordable housing comprises a significant portion of California's resources to support affordable housing, with a decline of 51 and 66 percent, respectively, in funds allocated to California by the crucial funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME programs; and

WHEREAS, last year the Legislature passed, and Governor Brown signed SB 3 (Beall), that placed the \$4 billion Veterans and Affordable Housing Bond Act on the November 6, 2018 General Election ballot; and

WHEREAS, the Veterans and Affordable Housing Act dedicates funding to help military veterans have a safe place to call home, provides stable housing for struggling families, people experiencing homelessness, and individuals with disabilities; and

WHEREAS, the Veterans and Affordable Housing Act builds affordable homes for hard-working people, enabling them to live in the communities where they work and near transit to reduce long commutes and curb pollution; and

WHEREAS, the Veterans and Affordable Housing Act invests in Californians' priorities – building homes, creating jobs, and boosting the economy – and is expected to create 137,000 jobs and provide the economy a \$23.4 billion boost, without imposing further regulatory requirements on local governments.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors does hereby support the Veterans and Affordable Housing Bond Act on the November 6, 2018 ballot to introduce much-needed funding for important affordable housing projects and to spur housing construction statewide.

PASSED, APPROVED and ADOPTED this 7th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Totheroh, Chair
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio,
Clerk of the Board

Assistant Clerk of the Board



SB-3 Veterans and Affordable Housing Bond Act of 2018. (2017-2018)

SHARE THIS:



Date Published: 09/29/2017 09:00 PM

Senate Bill No. 3

CHAPTER 365

An act to add Part 16 (commencing with Section 54000) to Division 31 of the Health and Safety Code, and to add Article 5z (commencing with Section 998.600) to Chapter 6 of Division 4 of the Military and Veterans Code, relating to housing, by providing the funds necessary therefor through an election for the issuance and sale of bonds of the State of California and for the handling and disposition of those funds, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 29, 2017. Filed with Secretary of State September 29, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 3, Beall. Veterans and Affordable Housing Bond Act of 2018.

Under existing law, there are programs providing assistance for, among other things, emergency housing, multifamily housing, farmworker housing, home ownership for very low and low-income households, and downpayment assistance for first-time home buyers. Existing law also authorizes the issuance of bonds in specified amounts pursuant to the State General Obligation Bond Law and requires that proceeds from the sale of these bonds be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and housing-related parks. Existing law, the Veterans' Bond Act of 2008, authorized, for purposes of financing a specified program for farm, home, and mobilehome purchase assistance for veterans, the issuance, pursuant to the State General Obligation Bond Law, of bonds in the amount of \$900,000,000.

This bill would enact the Veterans and Affordable Housing Bond Act of 2018, which, if adopted, would authorize the issuance of bonds in the amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law. Of the proceeds from the sale of these bonds, \$3,000,000,000 would be used to finance various existing housing programs, as well as infill infrastructure financing and affordable housing matching grant programs, as provided, and \$1,000,000,000 would be used to provide additional funding for the above-described program for farm, home, and mobilehome purchase assistance for veterans, as provided.

This bill would provide for submission of the bond act to the voters at the November 6, 2018, statewide general election in accordance with specified law.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Veterans and Affordable Housing Bond Act of 2018.

SEC. 2. The Legislature finds and declares all of the following:

(a) California is experiencing an extreme housing shortage with 2.2 million extremely low income and very low income renter households competing for only 664,000 affordable rental homes. This leaves more than 1.54 million of California's lowest income households without access to affordable housing.

(b) While homelessness across the United States is in an overall decline, homelessness in California is rising. In 2015, California had 115,738 homeless people, which accounted for 21 percent of the nation's homeless population. This is an increase of 1.6 percent from the prior year. California also had the highest rate of unsheltered people, at 64 percent or 73,699 people; the largest numbers of unaccompanied homeless children and youth, at 10,416 people or 28 percent of the national total; the largest number of veterans experiencing homelessness, at 11,311 or 24 percent of the national homeless veteran population; and the second largest number of people in families with chronic patterns of homelessness, at 22,582 or 11 percent of the state's homeless family population.

(c) It is essential to continue funding, which is soon to expire, for housing programs that are necessary to address the housing needs of the large number of veterans and their families living in California.

(d) California is home to 21 of the 30 most expensive rental housing markets in the country, which has had a disproportionate impact on the middle class and the working poor. California requires the third highest wage in the country to afford housing, behind Hawaii and Washington, D.C. The fair market rent, which indicates the amount of money that a given property would require if it were open for leasing, for a two-bedroom apartment is \$1,386. To afford this level of rent and utilities, without paying more than 30 percent of income on housing, a household must earn an hourly "housing wage" of \$26.65 per hour. This means that a person earning minimum wage must work an average of three jobs to pay the rent for a two-bedroom unit. In some areas of the state, these numbers are even higher.

(e) Low-income families are forced to spend more and more of their income on rent, which leaves little else for other basic necessities. Many renters must postpone or forgo home ownership, live in more crowded housing, commute further to work, or, in some cases, choose to live and work elsewhere.

(f) California has seen a significant reduction of state funding in recent years. The funds from Proposition 46 of 2002 and Proposition 1C of 2006, totaling nearly \$5 billion for a variety of affordable housing programs, have been expended. Combined with the loss of redevelopment funds, \$1.5 billion of annual state investment dedicated to housing has been lost, leaving several critical housing programs unfunded.

(g) High housing costs and the shortage of housing stock in California directly affect the future health of California's economy and, given the staggering numbers indicated above, bold action is necessary. Investment in existing and successful housing programs to expand the state's housing stock should benefit California's homeless and low-income earners, as well as some of the state's most vulnerable populations, including foster and at-risk youth, persons with developmental and physical disabilities, farmworkers, the elderly, single parents with children, and survivors of domestic violence. Investments should also be made in housing for Medi-Cal recipients served through a county's Section 1115 Waiver Whole Person Care Pilot program and family day care providers.

(h) Investment in housing creates jobs and provides local benefits. The estimated one-year impacts of building 100 rental apartments in a typical local area include \$11.7 million in local income, \$2.2 million in taxes and other revenue for local governments, and 161 local jobs or 1.62 jobs per apartment. The additional annually recurring impacts of building 100 rental apartments in a typical local area include \$2.6 million in local income, \$503,000 in taxes and other revenue for local governments, and 44 local jobs or .44 jobs per apartment.

(i) California has 109 federally recognized tribes and 723,000 residents with Native American ancestry, the largest number of tribes and residents in the United States. Due to historic dislocation and lack of housing choices, most do not live on tribal lands and those who do live in severely substandard, overcrowded homes lacking quality water and sewer services at rates greater than the general population.

SEC. 3. Part 16 (commencing with Section 54000) is added to Division 31 of the Health and Safety Code, to read:

PART 16. Veterans and Affordable Housing Bond Act of 2018
CHAPTER 1. General Provisions

54000. Together with Article 5z (commencing with Section 998.600) of Chapter 6 of Division 4 of the Military and Veterans Code, this part shall be known, and may be cited, as the Veterans and Affordable Housing Bond Act of 2018.

54002. As used in this part, the following terms have the following meanings:

(a) "Board" means the Department of Housing and Community Development for programs administered by the department, and the California Housing Finance Agency for programs administered by the agency.

(b) "Committee" means the Housing Finance Committee created pursuant to Section 53524 and continued in existence pursuant to Sections 53548 and 54014.

(c) "Fund" means the Affordable Housing Bond Act Trust Fund of 2018 created pursuant to Section 54006.

54004. This part shall only become operative upon adoption by the voters at the November 6, 2018, statewide general election.

CHAPTER 2. Affordable Housing Bond Act Trust Fund of 2018 and Program

54006. The Affordable Housing Bond Act Trust Fund of 2018 is hereby created within the State Treasury. It is the intent of the Legislature that the proceeds of bonds (exclusive of refunding bonds issued pursuant to Section 54026) be deposited in the fund and used to fund the housing-related programs described in this chapter. The proceeds of bonds issued and sold pursuant to this part for the purposes specified in this chapter shall be allocated in the following manner:

(a) One billion five hundred million dollars (\$1,500,000,000) to be deposited in the Housing Rehabilitation Loan Fund established pursuant to Section 50661. The moneys in the fund shall be used for the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, to be expended to assist in the new construction, rehabilitation, and preservation of permanent and transitional rental housing for persons with incomes of up to 60 percent of the area median income (AMI). These funds may also be used to provide technical assistance pursuant to Section 54007.

(b) One hundred fifty million dollars (\$150,000,000) to be deposited into the Transit-Oriented Development Implementation Fund, established pursuant to Section 53561, for expenditure, upon appropriation by the Legislature, pursuant to the Transit-Oriented Development Implementation Program authorized by Part 13 (commencing with Section 53560) to provide local assistance to cities, counties, cities and counties, transit agencies, and developers for the purpose of developing or facilitating the development of higher density uses within close proximity to transit stations that will increase public transit ridership. These funds may also be expended for any authorized purpose of this program and for state incentive programs, including loans and grants, within the department. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(c) Three hundred million dollars (\$300,000,000) to be deposited in the Regional Planning, Housing, and Infill Incentive Account, which is hereby created within the fund. Moneys in the account shall be available, upon appropriation by the Legislature, pursuant to the Infill Incentive Grant Program of 2007 established by Section 53545.13 for infill incentive grants to assist in the new construction and rehabilitation of infrastructure that supports high-density affordable and mixed-income housing in locations designated as infill, including, but not limited to, any of the following:

- (1) Park creation, development, or rehabilitation to encourage infill development.
- (2) Water, sewer, or other public infrastructure costs associated with infill development.
- (3) Transportation improvements related to infill development projects.
- (4) Traffic mitigation.

These funds may also be expended for any authorized purpose of this program. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(d) One hundred fifty million dollars (\$150,000,000) to be transferred to the Self-Help Housing Fund established pursuant to Section 50697.1. Notwithstanding Section 13340 of the Government Code and Section 50697.1, these funds are hereby continuously appropriated to the Department of Housing and Community Development without regard to fiscal years, which funds shall be transferred by the department to the California Housing

Finance Agency for purposes of the home purchase assistance program established pursuant to Chapter 6.8 (commencing with Section 51341) of Part 3.

(e) Three hundred million dollars (\$300,000,000) to be deposited in the Joe Serna, Jr. Farmworker Housing Grant Fund, established pursuant to Section 50517.5, to fund grants or loans, or both, for local public entities, nonprofit corporations, limited liability companies, and limited partnerships, for the construction or rehabilitation of housing for agricultural employees and their families or for the acquisition of manufactured housing as part of a program to address and remedy the impacts of current and potential displacement of farmworker families from existing labor camps, mobilehome parks, or other housing. These funds may also be expended for any authorized purpose of this program. These funds may also be used to provide technical assistance pursuant to Section 54007. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(f) Three hundred million dollars (\$300,000,000) to be deposited in the Affordable Housing Innovation Fund established pursuant to subparagraph (F) of paragraph (1) of subdivision (a) of Section 53545. Moneys in the fund shall be available, upon appropriation by the Legislature, pursuant to the Local Housing Trust Fund Matching Grant Program established by Section 50842.2 to fund competitive grants or loans to local housing trust funds that develop, own, lend, or invest in affordable housing and used to create pilot programs to demonstrate innovative, cost-saving approaches to creating or preserving affordable housing. Local housing trust funds shall be derived on an ongoing basis from private contribution or governmental sources that are not otherwise restricted in use for housing programs. These funds may also be expended for any authorized purpose of this program. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

(g) Three hundred million dollars (\$300,000,000) to be deposited in the Self-Help Housing Fund established pursuant to Section 50697.1. The moneys in the fund shall be available for the CalHome Program authorized by Chapter 6 (commencing with Section 50650) of Part 2, to provide direct, forgivable loans to assist development projects involving multiple home ownership units, including single-family subdivisions, for self-help mortgage assistance programs, and for manufactured homes. These funds may also be expended for any authorized purpose of this program. At least thirty million dollars (\$30,000,000) of the amount deposited in the Self-Help Housing Fund shall be used to provide grants or forgivable loans to assist in the rehabilitation or replacement, or both, of existing mobilehomes located in a mobilehome or manufactured home community. These funds may also be used to provide technical assistance pursuant to Section 54007. Any funds not encumbered for the purposes of this subdivision by November 6, 2028, shall revert for general use in the Multifamily Housing Program authorized by Chapter 6.7 (commencing with Section 50675) of Part 2, unless the Department of Housing and Community Development determines that funds should revert sooner due to diminished demand.

54007. (a) (1) Notwithstanding any other provision of this part, the Department of Housing and Community Development may provide technical assistance to eligible counties and eligible cities, or developers of affordable housing within eligible counties and eligible cities, to facilitate the construction of housing for the target populations for the following programs funded pursuant to this part:

(A) The Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2).

(B) The Joe Serna, Jr. Farmworker Housing Grant Program (Chapter 3.2 (commencing with Section 50515.2) of Part 2).

(C) The CalHome Program (Chapter 6 (commencing with Section 50650) of Part 2).

(2) Technical assistance pursuant to this section shall be provided using the bond proceeds allocated pursuant to Section 54006 to the program for which the technical assistance is provided.

(3) The Department of Housing and Community Development shall not provide more than three hundred sixty thousand dollars (\$360,000) total in technical assistance pursuant to this section, and an eligible county or eligible city shall not receive more than thirty thousand dollars (\$30,000) in technical assistance annually.

(b) For purposes of this section, the following definitions shall apply:

(1) "Eligible city" means a city that is located within a county with a population of 150,000 residents or fewer.

(2) "Eligible county" means a county with a population of 150,000 residents or fewer.

(3) "Technical assistance" includes engineering assistance and environmental review related to an affordable housing project and reimbursement of administrative costs related to developing a grant proposal.

54008. (a) The Legislature may, from time to time, amend any law related to programs to which funds are, or have been, allocated pursuant to this chapter for the purposes of improving the efficiency and effectiveness of those programs or to further the goals of those programs.

(b) The Legislature may amend this chapter to reallocate the proceeds of bonds issued and sold pursuant to this part among the programs to which funds are to be allocated pursuant to this chapter as necessary to effectively promote the development of affordable housing in this state.

54009. Programs funded with bond proceeds shall, when allocating financial support, give preference to projects that are "public works" for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code and other projects on which all construction workers will be paid at least the general prevailing rate of per diem wages as determined by the Director of Industrial Relations.

CHAPTER 3. Fiscal Provisions

54010. Bonds in the total amount of three billion dollars (\$3,000,000,000), exclusive of refunding bonds issued pursuant to Section 54026, or so much thereof as is necessary as determined by the committee, are hereby authorized to be issued and sold for carrying out the purposes expressed in this part and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. All bonds herein authorized which have been duly issued, sold, and delivered as provided herein shall constitute valid and binding general obligations of the state, and the full faith and credit of the state is hereby pledged for the punctual payment of both principal of and interest on those bonds when due.

54012. The bonds authorized by this part shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), except subdivisions (a) and (b) of Section 16727 of the Government Code, and all of the provisions of that law as amended from time to time apply to the bonds and to this part, except as provided in Section 54028, and are hereby incorporated in this part as though set forth in full in this part.

54014. (a) Solely for the purpose of authorizing the issuance and sale, pursuant to the State General Obligation Bond Law, of the bonds authorized by this part, the committee is continued in existence. For the purposes of this part, the Housing Finance Committee is "the committee" as that term is used in the State General Obligation Bond Law.

(b) The Department of Housing and Community Development may adopt guidelines establishing requirements for administration of its financing programs. The guidelines shall not constitute rules, regulations, orders, or standards of general application and are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) For the purposes of the State General Obligation Bond Law, the Department of Housing and Community Development is designated the "board" for programs administered by the department, and the California Housing Finance Agency is the "board" for programs administered by the agency.

54016. Upon request of the board stating that funds are needed for purposes of this part, the committee shall determine whether or not it is necessary or desirable to issue bonds, and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and are not required to be sold at any one time. Bonds may bear interest subject to federal income tax.

54018. There shall be collected annually, in the same manner and at the same time as other state revenue is collected, a sum of money in addition to the ordinary revenues of the state, sufficient to pay the principal of, and interest on, the bonds each year. It is the duty of all officers charged by law with any duty in regard to the collections of state revenues to do or perform each and every act which is necessary to collect that additional sum.

54020. Notwithstanding Section 13340 of the Government Code, there is hereby appropriated from the General Fund in the State Treasury, for the purposes of this part, an amount that will equal the total of both of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this part, as the principal and interest become due and payable.

(b) The sum which is necessary to carry out Section 54024, appropriated without regard to fiscal years.

54022. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account, in accordance with Section 16312 of the Government Code, for purposes of this part. The amount of the request shall not exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold, excluding any refunding bonds authorized pursuant to Section 54026, for purposes of this part, less any amount loaned pursuant to this section and not yet repaid and any amount withdrawn from the General Fund pursuant to Section 54024 and not yet returned to the General Fund. The board shall execute any documents as required by the Pooled Money Investment Board to obtain and repay the loan. Any amount loaned shall be deposited in the fund to be allocated in accordance with this part.

54024. For purposes of carrying out this part, the Director of Finance may, by executive order, authorize the withdrawal from the General Fund of any amount or amounts not to exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold, excluding any refunding bonds authorized pursuant to Section 54026, for purposes of this part, less any amount loaned pursuant to Section 54022 and not yet repaid and any amount withdrawn from the General Fund pursuant to this section and not yet returned to the General Fund. Any amounts withdrawn shall be deposited in the fund to be allocated in accordance with this part. Any moneys made available under this section shall be returned to the General Fund, plus the interest that the amounts would have earned in the Pooled Money Investment Account, from moneys received from the sale of bonds which would otherwise be deposited in that fund.

54026. The bonds may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code. Approval by the electors of this act shall constitute approval of any refunding bonds issued to refund bonds issued pursuant to this part, including any prior issued refunding bonds. Any bond refunded with the proceeds of a refunding bond as authorized by this section may be legally defeased to the extent permitted by law in the manner and to the extent set forth in the resolution, as amended from time to time, authorizing that refunded bond.

54028. Notwithstanding any provisions in the State General Obligation Bond Law, the maturity date of any bonds authorized by this part shall not be later than 35 years from the date of each such bond. The maturity of each series shall be calculated from the date of issuance of each bond.

54030. The Legislature hereby finds and declares that, inasmuch as the proceeds from the sale of bonds authorized by this part are not "proceeds of taxes" as that term is used in Article XIII B of the California Constitution, the disbursement of these proceeds is not subject to the limitations imposed by that article.

54032. Notwithstanding any provision of the State General Obligation Bond Law with regard to the proceeds from the sale of bonds authorized by this part that are subject to investment under Article 4 (commencing with Section 16470) of Chapter 3 of Part 2 of Division 4 of Title 2 of the Government Code, the Treasurer may maintain a separate account for investment earnings, may order the payment of those earnings to comply with any rebate requirement applicable under federal law, and may otherwise direct the use and investment of those proceeds so as to maintain the tax-exempt status of tax-exempt bonds and to obtain any other advantage under federal law on behalf of the funds of this state.

54034. All moneys derived from premiums and accrued interest on bonds sold pursuant to this part shall be transferred to the General Fund as a credit to expenditures for bond interest; provided, however, that amounts derived from premiums may be reserved and used to pay the costs of bond issuance prior to transfer to the General Fund.

SEC. 4. Article 5z (commencing with Section 998.600) is added to Chapter 6 of Division 4 of the Military and Veterans Code, to read:

Article 5z. The Veterans and Affordable Housing Bond Act of 2018

998.600. Together with Part 16 (commencing with Section 54000) of Division 31 of the Health and Safety Code, this article shall be known and may be cited as the Veterans and Affordable Housing Bond Act of 2018.

998.601. (a) The State General Obligation Bond Law (Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code), as amended from time to time, except as otherwise provided

herein, is adopted for the purpose of the issuance, sale, and repayment of, and otherwise providing with respect to, the bonds authorized to be issued by this article, and the provisions of that law are included in this article as though set out in full in this article. All references in this article to "herein" refer both to this article and that law.

(b) For purposes of the State General Obligation Bond Law, the Department of Veterans Affairs is designated the board.

998.602. As used herein, the following terms have the following meanings:

(a) "Board" means the Department of Veterans Affairs.

(b) "Bond" means a veterans' bond, a state general obligation bond, issued pursuant to this article adopting the provisions of the State General Obligation Bond Law.

(c) "Bond act" means this article authorizing the issuance of state general obligation bonds and adopting the State General Obligation Bond Law by reference.

(d) "Committee" means the Veterans Finance Committee of 1943, established by Section 991.

(e) "Fund" means the Veterans' Farm and Home Building Fund of 1943, established by Section 988.

(f) "Payment Fund" means the Veterans' Bonds Payment Fund established by Section 988.6.

998.603. For the purpose of creating a fund to provide farm and home aid for veterans in accordance with the Veterans' Farm and Home Purchase Act of 1974 (Article 3.1 (commencing with Section 987.50)), and of all acts amendatory thereof and supplemental thereto, the committee may create a debt or debts, liability or liabilities, of the State of California, in the aggregate amount of not more than one billion dollars (\$1,000,000,000), exclusive of refunding bonds, in the manner provided herein.

998.604. (a) All bonds authorized by this article, when duly sold and delivered as provided herein, constitute valid and legally binding general obligations of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both principal and interest thereof.

(b) There shall be collected annually, in the same manner and at the same time as other state revenue is collected, a sum of money, in addition to the ordinary revenues of the state, sufficient to pay the principal of, and interest on, these bonds as provided herein, and all officers required by law to perform any duty in regard to the collection of state revenues shall collect this additional sum.

(c) On the dates on which funds are to be remitted pursuant to Section 16676 of the Government Code for the payment of debt service on the bonds in each fiscal year, there shall be transferred to the Payment Fund to pay the debt service all of the money in the fund, not in excess of the amount of debt service then due and payable. If the money transferred on the remittance dates is less than debt service then due and payable, the balance remaining unpaid shall be transferred to the General Fund out of the fund as soon as it shall become available, together with interest thereon from the remittance date until paid, at the same rate of interest as borne by the bonds, compounded semiannually. Notwithstanding any other provision of law to the contrary, this subdivision shall apply to all veterans' farm and home purchase bond acts pursuant to this chapter. This subdivision does not grant any lien on the fund, the Payment Fund, or the moneys therein to the holders of any bonds issued under this article. For the purposes of this subdivision, "debt service" means the principal (whether due at maturity, by redemption, or acceleration), premium, if any, or interest payable on any date with respect to any series of bonds. This subdivision shall not apply, however, in the case of any debt service that is payable from the proceeds of any refunding bonds.

998.605. There is hereby appropriated from the General Fund, for purposes of this article, a sum of money that will equal both of the following:

(a) That sum annually necessary to pay the principal of, and the interest on, the bonds issued and sold as provided herein, as that principal and interest become due and payable.

(b) That sum necessary to carry out Section 998.606, appropriated without regard to fiscal years.

998.606. For the purposes of this article, the Director of Finance may, by executive order, authorize the withdrawal from the General Fund of a sum of money not to exceed the amount of the unsold bonds which have been authorized by the committee to be sold pursuant to this article. Any sums withdrawn shall be deposited in the fund. All moneys made available under this section to the board shall be returned by the board to the General

Fund, plus the interest that the amounts would have earned in the Pooled Money Investment Account, from the sale of bonds for the purpose of carrying out this article.

998.607. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account, in accordance with Section 16312 of the Government Code, for the purposes of carrying out this article. The amount of the request shall not exceed the amount of unsold bonds which the committee has, by resolution, authorized to be sold for the purpose of carrying out this article. The board shall execute whatever documents are required by the Pooled Money Investment Board to obtain and repay the loan. Any amounts loaned shall be deposited in the fund to be allocated by the board in accordance with this article.

998.608. Upon request of the board, supported by a statement of its plans and projects approved by the Governor, the committee shall determine whether to issue any bonds authorized under this article in order to carry out the board's plans and projects, and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out these plans and projects progressively, and it is not necessary that all of the bonds be issued or sold at any one time.

998.609. (a) As long as any bonds authorized under this article are outstanding, the Secretary of Veterans Affairs shall, at the close of each fiscal year, require a survey of the financial condition of the Division of Farm and Home Purchases, together with a projection of the division's operations, to be made by an independent public accountant of recognized standing. The results of each survey and projection shall be reported in writing by the public accountant to the Secretary of Veterans Affairs, the California Veterans Board, the appropriate policy committees dealing with veterans affairs in the Senate and the Assembly, and the committee.

(b) The Division of Farm and Home Purchases shall reimburse the public accountant for these services out of any money that the division may have available on deposit with the Treasurer.

998.610. (a) The committee may authorize the Treasurer to sell all or any part of the bonds authorized by this article at the time or times established by the Treasurer.

(b) Whenever the committee deems it necessary for an effective sale of the bonds, the committee may authorize the Treasurer to sell any issue of bonds at less than their par value, notwithstanding Section 16754 of the Government Code. However, the discount on the bonds shall not exceed 3 percent of the par value thereof.

998.611. Out of the first money realized from the sale of bonds as provided herein, there shall be redeposited in the General Obligation Bond Expense Revolving Fund, established by Section 16724.5 of the Government Code, the amount of all expenditures made for the purposes specified in that section, and this money may be used for the same purpose and repaid in the same manner whenever additional bond sales are made.

998.612. Any bonds issued and sold pursuant to this article may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code. The approval of the voters for the issuance of bonds under this article includes approval for the issuance of bonds issued to refund bonds originally issued or any previously issued refunding bonds.

998.613. Notwithstanding any provision of the bond act, if the Treasurer sells bonds under this article for which bond counsel has issued an opinion to the effect that the interest on the bonds is excludable from gross income for purposes of federal income tax, subject to any conditions which may be designated, the Treasurer may establish separate accounts for the investment of bond proceeds and for the earnings on those proceeds, and may use those proceeds or earnings to pay any rebate, penalty, or other payment required by federal law or take any other action with respect to the investment and use of bond proceeds required or permitted under federal law necessary to maintain the tax-exempt status of the bonds or to obtain any other advantage under federal law on behalf of the funds of this state.

998.614. The Legislature hereby finds and declares that, inasmuch as the proceeds from the sale of bonds authorized by this article are not "proceeds of taxes" as that term is used in Article XIII B of the California Constitution, the disbursement of these proceeds is not subject to the limitations imposed by Article XIII B.

SEC. 5. Sections 3 and 4 of this act shall become operative upon the adoption by the voters of the Veterans and Affordable Housing Bond Act of 2018.

SEC. 6. Sections 3 and 4 of this act shall be submitted by the Secretary of State to the voters as a single measure, the Veterans and Affordable Housing Bond Act of 2018, at the November 6, 2018, statewide general election.

SEC. 7. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to maximize the time available for the analysis and preparation of the proposed issuance of bonds pursuant to Sections 3 and 4 of this act, it is necessary that this act take effect immediately.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Amy Shepherd, Auditor Controller

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Contract for Audit Services

DEPARTMENTAL RECOMMENDATION:

Request that your Board declare CliftonLarsonAllen LLP CPAs as a sole-source provider and approve the contract between the County of Inyo and CliftonLarsonAllen LLP CPAs for the provision of audit services for the County for the fiscal year ending June 30, 2019 for \$76,000.00 with an option to extend the contract for 2 additional years to include fiscal year end June 30, 2020 (\$78,200.00) and fiscal year end June 30, 2021(\$80,400.00) for a total amount not-to-exceed \$234,600 and authorize the chairperson to sign, contingent upon the adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code Sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited, the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards. Section 25253 requires the publication of the financial report, and section 27134 requires an audit of the Treasury. Additionally, audits are required for all Federal funds (OMB Circular 133).

The volume and complexity of new accounting and auditing standards make it increasingly difficult to find auditors qualified to perform the required services in an efficient and accurate manner. Additionally, fewer audit firms are performing government audits for these same reasons. In accordance with the "Inyo County Purchasing and Contracting Policy and Procedures Manual," page 14, Section I (b) CliftonLarsonAllen LLP CPAs has the prior experience of a highly specialized nature that is vital to the proposed efforts. Additionally, CliftonLarsonAllen LLP CPAs has a substantial investment that would have to be duplicated at the County's expense by another contractor entering this field. As such, sole sourcing this contract appears to be justified.

ALTERNATIVES:

The Board does have other options under the government code, but giving CliftonLarsonAllen LLP CPAs reputation and experience they are not recommended.


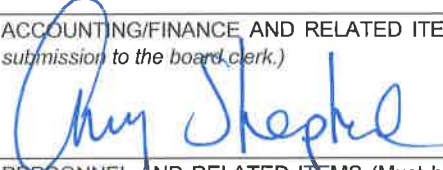

OTHER AGENCY INVOLVEMENT:

County Council has reviewed and approved the proposed contract.

FINANCING:

The FY 2018-19 Auditor-Controller Requested Budget includes an appropriation of \$76,000 which includes the County-wide audit, the Single Audit of Federal Funds, the Treasury Oversight Committee Compliance Review and the GANN Limit audit. The Treasurer-Tax Collector and the Auditor-Controller have sufficient appropriations in their FY 2018-2019 Requested Budget. The price for the Treasury audit is \$3,700 and will be included in the Treasurer's fee and allocated by all Treasury Pool participants.

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>6/1/18</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>yes</u> Date <u>5/31/18</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>7/9/18</u>

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



Date: 7/10/18

AGREEMENT BETWEEN COUNTY OF INYO
AND CliftonLarsonAllen LLP
FOR THE PROVISION OF Auditing Service SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2019 through June 30, 2020
- b. From July 1, 2020 through June 30, 2021

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 234,600.00 (initial term); \$ 76,000.00 (option 1); \$ 78,200.00 (option 2); for a total of \$ 80,400.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Office of the Auditor-Controller	Department
<hr/>	Street
P.O. Drawer R	
<hr/>	City and State
Independence, CA 93546	

Contractor:	
CliftonLarsonAllen LLP	Name
<hr/>	Street
925 Highland Pointe Drive, Suite 450	
<hr/>	City and State
Roseville, CA 95678	

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND CliftonLarsonAllen LLP
FOR THE PROVISION OF Auditing SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Elba Zuniga
Signature

Dated: _____

ELBA ZUNIGA
Print or Type Name

Dated: 6-13-18

APPROVED AS TO FORM AND LEGALITY:

County Counsel
[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
CliftonLarsonAllen LLP

AND _____
Auditing

FOR THE PROVISION OF _____ **SERVICES**

TERM:

July 1, 2018

June 30, 2019

FROM: _____ **TO:** _____

SCOPE OF WORK:

Prepare County of Inyo's Financial Statements
Major Program testing-Uniform Guidance
Appropriations Limit Calculations
Treasury Oversight Committee Compliance Review

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
CliftonLarsonAllen LLP

AND _____
Auditing
FOR THE PROVISION OF _____ SERVICES

TERM:
July 1, 2018 June 30, 2019
FROM: _____ TO: _____

SCHEDULE OF FEES:

	June 30, 2018	June 30, 2019	June 30, 2020
Prepare County of Inyo's Financial Statements	\$51,800.00	\$53,400.00	\$55,000.00
Major Program testing-Uniform Guidance	\$20,000.00	\$20,600.00	\$21,200.00
Appropriations Limit Calculations	\$500.00	\$500.00	\$500.00
Treasury Oversight Committee Compliance Review	\$3,700.00	\$3,700.00	\$3,700.00
TOTAL	\$76,000.00	\$78,200.00	\$80,400.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Auditor-Controller

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Contract Services for SB90 State Mandated Costs Claim

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors 1) declare MGT of America, Inc. a sole –source provider and 2) approve the contract between the County of Inyo and MGT of America, Inc. for the preparation of the FY 2018-19 SB90 State Mandated Reimbursement Claim and with the option to extend the contract for 2019-2020 and 2020-2021 for an amount not to exceed \$26,100.00 and authorize the chairperson to sign, contingent upon the Board's adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: State mandated cost claims, originated from Senate Bill 90, Chapter 1406, Statutes of 1972. They were developed to limit the ability of local agencies and school districts to levy property taxes. To help local agencies and school districts make up for the shortfall in revenue, the State of California agreed to reimburse local agencies and school districts for the cost of new programs or increased levels of service mandated by State government.

Inyo County is eligible to receive reimbursement for mandated costs from the State of California. In fiscal year 2016-17 MGT of America Inc., prepared approximately \$29,029.00 in requests for reimbursement on behalf of the County of Inyo. The claiming process for SB90 is very complex, time sensitive, and requires extensive schedules. MGT provided consulting services for state mandated reimbursement claims for twenty-one other counties and fifty of the State's larger cities. Because of the highly specialized nature of this program and experience that MGT of America, Inc. can provide, their consulting services are recommended to ensure maximum reimbursement from the State.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the contract.

FINANCING: The costs of these services are in the requested fiscal year 2018-2019 Auditor-Controller Budget under Professional Services 5265.

APPROVALS

COUNTY COUNSEL:

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

Neelalher

Approved: yes

Date 6/13/18

AUDITOR/CONTROLLER

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

[Signature]

Approved: 6/12

Date 2018

PERSONNEL DIRECTOR

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

[Signature]

Approved: J

Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: _____

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT Consulting Group, LLC
FOR THE PROVISION OF SB90 State Mandated Reimbursement Claiming **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the SB 90 Claim Preparation services of MGT Consulting Group, LLC of Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2019 through June 30, 2020
- b. From July 1, 2020 through June 30, 2021

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 26,100.00 (initial term); \$8,450.00 (option 1); \$ 8,700.00 (option 2); for a total of \$ 8,950.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Office of the Auditor-Controller	Department
_____	Street
P.O. Drawer R	_____
_____	City and State
Independence, CA 93546	

Contractor:	
MGT Consulting, LLC	Name
_____	Street
2251 Harvard St., Suite 134	_____
_____	City and State
Sacramento, CA 95815	

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND MGT Consulting Group, LLC
FOR THE PROVISION OF State Mandate Cost Claiming (SB 90) **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____
Signature

Dated: _____

J. Bradley Burgess
Print or Type Name

Dated: 6/6/2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel

 _____

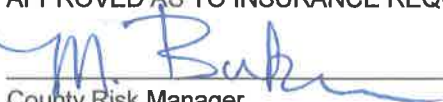
APPROVED AS TO ACCOUNTING FORM:

 _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
MGT Consulting Group, LLC

AND _____
SB90 State Mandated Reimbursement Claiming
FOR THE PROVISION OF _____ **SERVICES**

TERM:
July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

SCOPE OF WORK

MGT is confident that all services described meet the County's desired scope of services. We also have additional services and deliverables that exceed those typically provided by other consulting firms which provide exceptional value to County. The MGT proposed services are shown for FY 2018-19, but would be the same for two additional option years.

- Identify all possible SB 90 claiming opportunities within the County.
- Under the direction of the SB 90 Coordinator, develop an approach, plan and schedule to
- timely complete all new and annual cost reimbursement claims for the 2018-19 fiscal year.
- Conduct meetings with all involved departments to provide the necessary information and
- training for staff on the required documentation and processes for filing claims.
- Prepare all necessary department-wide indirect cost rate proposals (ICRPs) for all claiming
- departments in accordance with Office of Management and Budget (OMB) A-87.
- Prepare all eligible annual claims due in fiscal year 2018-19.
- Prepare all eligible initial or first time claims where State Controller has issued claiming instructions in fiscal year 2018-19.
- Perform an internal quality assurance review of all claims.
- Provide completed claims to the departments and SB 90 Coordinator for review and
- Submit all eligible annual claims to the State Controller's Office (SCO). Provide the County with copies of all submitted claims and documentation from the SCO showing proof of timely claim filing, listing claims and amounts.
- Monitor the status of claims and payments.
- Assist the County with payment tracking.
- Assist the County with knowledge transfer and training related to the SB 90 process.
- The above scope is the same for new and initial or first-time claims.

Incorporated into this contract is the MGT Consulting Group Proposal for SB 90 State Mandated Reimbursement Claiming Services (SB 90)

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND MGT CONSULTING GROUP, LLC

FOR THE PROVISION OF State Mandate Cost Claim (SB90) **SERVICES**

TERM:

FROM: July 1, 2018 **TO:** June 30, 2019

SCHEDULE OF FEES:

Initial Term: 7/1/2018 – 6/30/2019 \$8450.00

Option One: 7/1/2019 – 6/30/2020 \$8700.00

Option Two: 7/1/2020 – 6/30/2021 \$8950.00

Note: This is a lump sum billing contract and therefore, Page 2, Item E, does not apply.



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

29

FROM: Auditor-Controller

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Contract Services for preparation of the Cost Plan Allocation

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors: 1) Declare MGT Consulting Group a sole source provider; 2) Approve the contract between the County of Inyo and MGT Consulting Group for the preparation of the FY 2018-2019 Cost Plan Allocation with the options to extend the contract to include FY 2019-2020 and FY2021-2021 in an amount not to exceed \$22,500.00; and 3) Authorize the chairperson to sign, contingent upon the Board's adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Countywide cost allocation plans have been submitted for review and approval by the State Controller's Office since July 1, 1974. Since this time, each California county has been required to have received from the State Controller either a provisionally or a formally approved countywide cost allocation plan before any indirect costs or direct billings for central support services may be reimbursed by state and federal agencies.

All Cost Plans must be submitted to the State Controller at least six months prior to the fiscal year for which the plans are to be used. For example, the Cost Plan for fiscal year 2018-2019 used as estimated costs, actual costs of the 2016-2017 fiscal year that were required to be submitted to the State Controller no later than December 31, 2017 (six months before the date the plans became effective).

The County of Inyo has worked with MGT Consulting Group to prepare the Cost Plan for the County. It is a complex process and their expertise is invaluable in the preparation of the plan to maximize reimbursement of costs.

ALTERNATIVES: To not approve the contract. This is not recommended because staff does not have the expertise to prepare this complex plan.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the contract.

FINANCING: The costs of these services will be included in the fiscal year 2018-2019 Auditor-Controller Requested Budget, and subsequent budgets, under Professional Services 5265.

APPROVALS

COUNTY COUNSEL:

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

[Handwritten Signature]

Approved:

yes

Date

6/18/18

AUDITOR/CONTROLLER

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

[Handwritten Signature]

Approved:

yes

Date

6/22/18

PERSONNEL DIRECTOR

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

[Handwritten Signature]

Approved:

✓

Date

7/9/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature: Amy Shepherd]

Date: _____

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT Consulting Group, LLC
FOR THE PROVISION OF Cost Allocation Plan Preparation **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Cost Allocation Plan Preparation services of MGT Consulting Group, LLC of Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2019 through June 30, 2020
- b. From July 1, 2020 through June 30, 2021

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 22,500.00 (initial term); \$7,250.00 (option 1); \$ 7,500.00 (option 2); for a total of \$ 7,750.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Office of the Auditor-Controller	Department
P.O. Drawer R	Street
Independence, CA 93546	City and State

Contractor:	
MGT Consulting, LLC	Name
2251 Harvard St., Suite 134	Street
Sacramento, CA 95815	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND MGT Consulting Group, LLC
FOR THE PROVISION OF Cost Allocation Plan Preparation **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Signature

Dated: _____

J Bradley Burgess
Print or Type Name

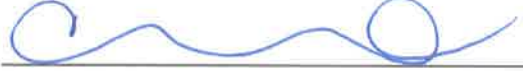
Dated: 6/6/2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel

 _____

APPROVED AS TO ACCOUNTING FORM:

 _____

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
MGT Consulting Group, LLC

AND _____
Cost Allocation Plan Preparation

FOR THE PROVISION OF _____ **SERVICES**

TERM:

July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

SCOPE OF WORK

MGT proposes to provide the consulting services included in this proposal related to a federal cost allocation plan for a fixed fee of \$7,250 for the initial term of 2018-19, \$7,500.00 for the optional term of 2019-2020 and \$7,750.00 for the optional term of 2020-2021.

Incorporated into this contract is the MGT Consulting Group Proposal for Cost Allocation Plan

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
MGT Consulting Group, LLC**

AND _____
Cost Allocation Plan Preparation

FOR THE PROVISION OF _____ SERVICES

TERM:

July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

	June 30, 2019	June 30, 2020	June 30, 2021
TOTAL PER YEAR	\$7,250.00	\$7,500.00	\$7,750.00
Not to exceed \$22,500.00			



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Request approval for recruitment of a Child Support Attorney I-IV position.

DEPARTMENTAL RECOMMENDATION:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Attorney I-IV depending upon qualifications, Range 81; to Range 89 (\$5806 - \$8586 monthly) contingent upon funding for the position being continually provided for in future California Department of Child Support Services allocation(s) to the region and the child support services program not being re-aligned by the State of California.

SUMMARY DISCUSSION:

As you are aware, Inyo County Child Support and Mono County Child Support departments regionalized in 2011. Prior to that, we had 11 full-time employees between the Inyo and Mono County Child Support Agencies. We now have 8 full time employees in the region. Our current attorney, Steve Porter, is retiring effective September 1, 2018.

All of our cases are managed in an ongoing basis based on federal and state requirements. Caseload legal issues include but are not limited to: imposing levy's, abstracts of judgment, review and adjustment evaluation, interstate reciprocity, liquidation and determination of arrearages and past due support, preparation of motions, and advocacy at court appearances in Bishop, Independence and Mammoth Lakes, California for a total of three appearances per month. On average, 21 child support cases are reviewed in court each month. We prepare, serve and file in both Inyo and Mono County Superior Courts an average of 60 pleadings per month which require legal review and preparation for related hearings.

In addition to our own legal pleadings we respond to third party motions, audit requests, credit disputes, and advise staff on enforcement actions taken administratively such as State License Match System releases, Financial Institution Data Matches and other administrative enforcement programs. By expanding our legal capacity, we will likely increase our enforcement efforts and further our collections goals for families.


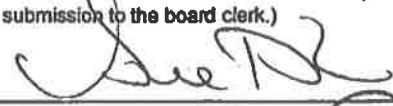
ALTERNATIVES:

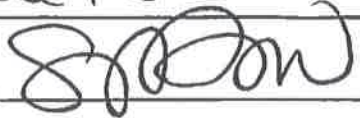
Your Board could choose to deny this request. However, it is not staff's recommendation to do so as this would impede our ability to ensure adequate court coverage and case preparation and review for all child support hearings.

OTHER AGENCY INVOLVEMENT:

FINANCING:

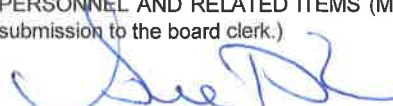


The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is or will be provided for in the Board approved 2018/2019 budgets.

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>7/17/2018</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>J</u> Date <u>7/18/18</u>

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

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is or will be provided for in the Board approved 2018/2019 budgets.

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

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



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
31

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Reclassification of Administrative Analyst II to Administrative Analyst III.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with Article IV, Classification Plan, of Attachment E to the Memorandum of Understanding Between The County of Inyo and the Inyo County Employees Association (MOU) that: A) A change in the authorized strength is needed to delete one Administrative Analyst II position at Range 70 (\$4,569-\$5,557) and adding one Administrative Analyst III position at Range 72 (\$4,787-\$5,815); B) the County Administrator affirmatively recommends the position be allocated to a higher classification by the Board and the availability of funding for the position of Administrative Analyst III exists as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; C) and where the position is currently filled by an internal candidate meeting the qualifications for reclassification, approve the reclassification to an Administrative Analyst III at Range 72(\$4,787-\$5,815).

CAO RECOMMENDATION:

Pursuant to the Personnel Rules (or, as referenced in the Departmental Recommendation "Article IV, Classification Plan, of Attachment E to the Memorandum of Understanding Between The County of Inyo and the Inyo County Employees Association"):

After proper review or study by the Personnel Director or designee, and upon an affirmative recommendation by the County Administrator, the position may be allocated to a higher or lower classification by the Board.

Accordingly, I recommend that the position be allocated to a higher classification by the Board Supervisors; from an Administrative Analyst II to an Administrative Analyst III. I further recommend that the employee subject to this reclassification be compensated for all wages associated with the job classification to the appropriate date in 2016 when she assumed these duties.

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. For the reasons stated herein, I believe the circumstances justify making the requested changes in the department's Authorized Staffing.

SUMMARY DISCUSSION:

In 2016, the California Department of Child Support Services implemented Practice Indicator queries and new data analytics statewide for each child support agency regarding case performance data. The new data platform and analytics required enhanced training and specialized skills at the local level to evaluate and interpret

caseload data provided by DCSS to each child support agency. Additionally, this data now became the basis for annual performance management plans executed between DCSS and the local child support agency.

In November 2016 the Child Support Director initiated a classification review with Merit Systems Services (MSS) to evaluate the appropriate classification for this workload undertaken by our current Administrative Analyst II. A Position Description Questionnaire (PDQ), which initiates a classification review, was completed to ascertain if new duties that were assigned to the Administrative Analyst were consistent with the existing Administrative Analyst II scope of work. (See Attachment 1)

On November 30, 2016, Merit Systems Analyst Karen Rodriguez issued a Classification Study recommendation to your Director and Inyo County Personnel with the result of the study concluding that the position duties now met the classification of an Administrative Analyst III. (See Attachment 2.)

As a result of this PDQ, and after returning from leave, your Director has met with Inyo County Personnel and administration to evaluate the current Administrative Analyst II position. Your Director respectfully requests the reclassification of this position from an Administrative Analyst II to an Administrative Analyst III.

The request before your Board is developed consistent with Article IV, Section 4.4 of Attachment E of the Memorandum of Understanding between The County of Inyo and the Inyo County Employees Association in that:

1. The need for the reclassification is urgent and cannot wait for the next countywide classification plan review as the independent Merit Systems review of the position concludes that the new duties undertaken are consistent with the Administrative Analyst III classification, and,
2. The need for the reclassification is the result of change in programmatic data analytics adopted by the California Department of Child Support Services. Your Director has met with Administration regarding this programmatic change which results in the need for reclassification. This change proposed would not have any impact on the County General Fund, and,
3. The higher level of skills required of the position and duties undertaken are distinguishable from the existing classification of an Administrative Analyst II as set forth in Merit Systems' report back to the County, and,
4. The incumbent in the position has the capacity to successfully perform the newly required skills and duties which has been demonstrated.

ALTERNATIVES:

Your Board could decline this request. This is not recommended however, as the position is undertaking duties different from those originally assigned and these duties meet the Administrative Analyst III classification level.

OTHER AGENCY INVOLVEMENT:

Inyo County Personnel.

FINANCING:

The funding for this position will be provided through the non-general fund Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2017-2018 budget.

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: <input checked="" type="checkbox"/>	Date 8/2/18
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: <input checked="" type="checkbox"/>	Date 8/1/18

DEPARTMENT HEAD SIGNATURE:  Date: 8/1/18

(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 32
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Health and Human Services

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Approval of Contract between the County of Inyo and Inyo County Superintendent of Schools (ICSOS) for Prevention Early Intervention Services.

DEPARTMENTAL RECOMMENDATION: Request Board to ratify and approve the sole source contract between the County of Inyo and ICSOS in a total amount not to exceed \$200,000 for the period of July 1, 2018 through June 30, 2020 (estimated to be \$100,000 in 18/19, and \$100,000 in 19/20), for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) Program; contingent upon the Board's adoption of the future years' budgets and authorize the Chairperson to sign the contract .

CAO RECOMMENDATION:


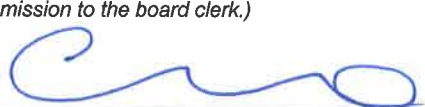

SUMMARY DISCUSSION:

This contract is coming before you late due to the length of time needed to negotiate the contract and implementation process. The MHSA Three Year Plan was approved by your Board on April 3, 2018. The Plan includes the PEI North Star Counseling project. North Star Counseling came under the supervision of ICSOS during the 17/18 school year. It is the sole source of low cost/no cost school-based early intervention counseling services for students that do not meet the medical necessity criteria for Medi-Cal services. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program will include individual and group counseling for students and families as well as projects targeting suicide prevention and stigma reduction for all school districts throughout the County. ICSOS North Star will develop a work plan in conjunction with Behavioral Health and will report back the necessary tracking and outcome data on a quarterly basis. The funds will be used for personnel costs, training, and project implementation and evaluation costs over the next two fiscal years.

ALTERNATIVES: Your Board could deny approval of this sole source contract. This would require staff to revisit the approved MHSA Plan and re-visit planning in accordance with the MHSA regulations.

OTHER AGENCY INVOLVEMENT: MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as schools, law enforcement, probation, health and human services, and special education.

FINANCING: Mental Health funds, including MHSA PEI funds (in approved plan). This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

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>7/17/18</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>yes</u> Date <u>7/18/2018</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>7/25/18</u>

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



Date: 7/25/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Prevention Early Intervention (PEI) **SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2018 to 6/30/2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000) 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

<u>County of Inyo</u>	
<u>HHS-Behavioral Health</u>	Department
<u>162 J Grove St.</u>	Street
<u>Bishop, Ca 93514</u>	City and State

<u>Contractor:</u>	
<u>Inyo County Superintendent of Schools</u>	Name
<u>555 S. Clay St.</u>	Street
<u>Independence, Ca 93514</u>	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Prevention Early Intervention (PEI) SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: *Lisa Fontana*
Signature

Dated: _____

Lisa Fontana
Print or Type Name

Dated: 6.22.18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Mark Salter

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Prevention Early Intervention (PEI) **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Prevention Early Intervention (PEI) **SERVICES**

TERM:
7/1/2018 6/30/2020
FROM: _____ **TO:** _____

SCOPE OF WORK:

See attached scope of work.
Contractor agrees to sign the HIPAA Business Associate agreement herein attached.

PEI PROJECT SUMMARY – ICSOC North Star

1. PEI Key Community Mental Health Needs

Select as many as apply to the PEI Project	Age Group			
	Children & Youth	TAY	Adult	Older Adult
1. Disparities in access to mental health services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Psycho-social Impact of Trauma	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. At-Risk Children or Youth	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Stigma and Discrimination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Suicide Risk	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2 PEI Priority Populations

Note: All PEI projects must address underserved racial/ethnic and cultural populations. Select as many as apply to PEI project:	Age Group			
	Children & Youth	TAY	Adult	Older Adult
6. Trauma Exposed Individuals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Individuals Experiencing Onset of Service Psychiatric Illness	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Children and Youth in Stressed Families	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Children and Youth at Risk for School Failure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Children & Youth at Risk of or Experiencing Juvenile Justice Involvement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Projected Timeframes

Activity	Time from Initiation of Program (signed MHSA contract; budget authority to contract)
Counseling Services: individual	July 2018 and ongoing.
Counseling Groups and family counseling	September 2018
Begin delivering Suicide Prevention and Stigma Reduction Strategies	September 2018
Delivery of Suicide Prevention and Stigma Reduction Strategies in all School districts	June 2020
Evaluation	6 months and annually

4. Programs

Program Title	Proposed number of individuals or families through PEI expansion to be served through by type		Number of months in operation
	Prevention	Early Intervention	
	Individuals: Families:	Individuals: 20 Families: 5	6 months
	Individuals: 200 Families: 10	Individuals: 40 Families: 10	12 months
	Individuals: 200 Families: 15	Individuals: 40 Families: 10	24 months
TOTAL PEI PROJECTED ESTIMATED UNDUPLICATED COUNT OF INDIVIDUALS TO BE SERVED	Individuals: 500 Families: 25	Individuals: 100 Families: 20	

ICSOC will collect the following demographic data for clients seen by North Star personnel:

- School child or youth attends
- grade level and age
- male or female
- who referred the student by title, ie teacher, parent, administrator, County behavioral health, etc.
- whether services are individual, group or family
- if a group session, the group's topic ie resiliency, anger management, mindfulness, emotion regulation, loss, divorce, etc.

Additionally, North Star personnel will create and or provide one project per quarter (such as handouts or resource lists for school personnel) or presentation to a group or staff addressing topics such as suicide prevention, bullying prevention, mental health first aid, mental health stigma reduction, resiliency, mindfulness, regulation of emotions, dealing with crisis, etc.

ICSOC will submit to Inyo County Behavioral Health the demographic data, sign in sheets or numbers of attendees, and topics covered on a quarterly basis. In addition ICSOS will collect outcome/evaluation data as determined by Inyo County HHS Behavioral Health to meet MHSA funding requirements on a six months basis.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Prevention Early Intervention (PEI) **SERVICES**

TERM:
FROM: 7/1/2018 **TO:** 6/30/2020

SCHEDULE OF FEES:

See attached schedule of fees, fees to be paid on a quarterly basis.

North Star Counseling Center Prevention and Early Intervention

Proposed Budget: 2018/19 and 2019/20

	2018/2019	2019/2020
1 FTE Intern Salary for Individual and Group Counseling	46,334	47,218
.6 FTE Project Coordinator for Stigma Reduction and Suicide Prevention	28,666	27,782
Materials/Subscriptions (i.e. Mindfulness Online Program Subscription for classrooms)	10,000	10,000
Training for Interns and Teachers (i.e. Mental Health First Aid)	10,000	10,000
Evaluation and Quarterly Reporting	5,000	5,000
Total	\$100,000	\$100,000

Contract will be paid on a quarterly basis of \$25,000 upon receipt of required data.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only: AGENDA NUMBER 33

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

FROM: HEALTH & HUMAN SERVICES: Behavioral Health

FOR THE BOARD MEETING OF: *August 7, 2018*

SUBJECT: Approval of the Contract between Inyo County Behavioral Health and Tarzana Treatment Centers for Substance Abuse Disorder Residential Treatment.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the contract with Tarzana Treatment Centers for the provision of residential alcohol and drug treatment in an amount not to exceed \$25,000.00 for the period of July 1, 2018 through June 30, 2019 contingent upon Board's adoption of future FY 18/19 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is coming before you late, due to the length of time required to complete the contract negotiation and implementation process. Tarzana Treatment Centers program offers a wide array of addiction and mental health treatment services including residential services. It is now a county responsibility as part of our SUD contract with the Department of Health Care services to provide access to residential care for perinatal women in need of this level of care. Tarzana Treatment Centers have been utilized in the past for certain Inyo residents in need of residential addiction treatment with positive results. On occasion, these services have been accessed for persons with co-occurring addiction and mental health issues who were considered Full Service Partnerships under MHSA. Inyo County SUD will also continue to make referrals to low cost/no cost programs such as the Salvation Army programs to fulfill the treatment need for residential SUD rehabilitation services.

ALTERNATIVES:




Your Board could fail to approve this contract resulting in either: 1) Inyo County residents in need of residential substance use disorder treatment would be sent to other programs around California and Nevada at a greater distance from Inyo or 2) DHCS will contract for these services and bill the County without County having ability to control costs.

OTHER AGENCY INVOLVEMENT:

Courts and Probation

FINANCING:

100% funded with State and Federal alcohol and drug funds. MHSA funds for Full Service Partners. Partial reimbursement for treatment costs through Drug MediCal. No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>YES</u> Date <u>7/17/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>7/18/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u>J</u> Date <u>7/25/18</u>

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



Date: 7/25/18

AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential Treatment services of Tarzana Treatment Center, Inc. of Tarzana, Ca (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 7/1/2018 to 6/30/2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
HHS-Behavioral Health	Department
162 J Grove St.	Street
Bishop, Ca 93514	City and State

Contractor:	
Tarzana Treatment Center, Inc.	Name
18646 Oxnard Street	Street
Tarzana, CA 91356	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Albert Senella, President/ CEO
Print or Type Name

Dated: 6/21/18 _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel
 _____

APPROVED AS TO ACCOUNTING FORM:
 _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:
 _____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:
 _____
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

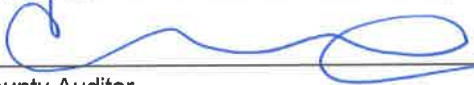
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

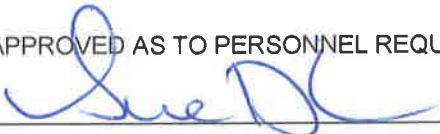


APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment SERVICES**

TERM:
7/1/2018 6/30/2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

Please see attached scope of work.
Contractor agrees to sign Business Associate Agreement herein attached.

SCOPE OF WORK:

TTC provides a full continuum of adult and youth substance use disorders treatment services, including inpatient medical detoxification, residential detoxification, psychiatric stabilization, residential and outpatient rehabilitation, and an array of mental illness treatment services both inpatient and outpatient. We are also well versed in the care of those suffering from both mental illness and substance use disorders. TTC integrates behavioral health services into all our primary and specialty care clinics and integrates primary care into all of our behavioral health services. TTC provides services for mental illness to all age groups and provides supportive services that include housing, benefits assistance and transportation. Guided by population-health metrics and patient-centered care standards, TTC provides integrated services that are coordinated, comprehensive and team-based. All patients are screened and assessed for medical and behavioral health conditions, and receive whole person care guided by an integrated treatment plan.

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

(a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

(b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

(c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

(d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x (96.126(e))).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time a new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to

year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference, The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment **SERVICES**

TERM:
FROM: 7/1/2018 **TO:** 6/30/2019

SCHEDULE OF FEES:

See attached schedule of fees.

Schedule of Fees

Level of Care	Daily Rate	Room & Board	Case Management Rate 15-Minute Increment
Low Intensity Residential Adult (ASAM 3.1)	\$120.20	\$46.96	\$35.95
High Intensity Residential Adult – Population Specific (ASAM 3.3)	\$154.98	\$51.65	\$37.57
High Intensity Residential Adult- Non-Population Specific (ASAM 3.5)	\$142.05	\$47.35	\$34.44
High Intensity Residential – Youth (ASAM 3.5)	\$142.05	\$47.35	\$34.44
Residential Withdrawal Management –Clinically Managed (ASAM 3.2- WM)	\$314.71	\$104.90	\$76.30
Hospital Inpatient Services (ASAM 3.7, 4.0)	\$346.08	\$115.35	\$96.65

Proposed rates include room and board. All case management services are up to a maximum of 10 hours per month based on patient need.

Tarzana Treatment Centers, Inc. is accredited by the Joint Commission. Our inpatient unit is licensed as an Acute Psychiatric Hospital and is Medicare certified. Our residential facilities are Medi-Cal certified.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.

FOR THE PROVISION OF Residential Treatment SERVICES

TERM:

FROM: 7/1/2018 TO: 6/30/2019

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.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Tarzana Treatment Center, Inc., referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(D)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Tarzana Treatment Centers, Inc.

By: _____

By:  _____

Print Name: _____

Print Name: Albert Senella

Title: _____

Title: President/ Chief Executive Officer

Date: _____

Date: 6/21/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
34

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

FROM: HEALTH & HUMAN SERVICES – FIRST

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Request to hire one Full-Time Health and Human Services (HHS) Specialist IV in the HHS – Families Intensive Response and Strengthening Team (FIRST) program.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested positions exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one HHS Specialist IV at Range 60 (\$3,612 - \$4,387).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in our Families Intensive Response and Strengthening Team (FIRST) program, occurred as a result of an employee retirement. This vacancy leaves two remaining employees to provide critical services to our highest risk families, limiting the number of families the program is able to enroll.

FIRST program is an intensive, individualized care management process for children who are at risk of placement in a group home setting or have been identified as being at high risk in the future. In 2015, HHS formed FIRST using the existing Wraparound model and leveraging other funding streams in order to broaden the entrance criteria so that other high risk families are able to be served by the program. Providing this intensive level of services at the front end to families at risk of having more costly outcomes (e.g. court involvement, hospitalizations, foster care...), as well as continuing to service the children at risk of group home placement, continues to be a way to support cost containment to the fullest extent possible. The HHS Specialist IV position works with the FIRST team to provide a high level of case management intervention and support to our most challenging and complex cases. This includes working within an on-call system that is responsive to the needs of these families on a twenty-four hour basis to help divert and manage crisis situations.

The Department is respectfully requesting authorization to hire one Health and Human Services Specialist IV in the FIRST program.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that the Wraparound team would be limited in its ability to serve local families and may result in Child Welfare and Probation staff placing more children out of the area. This would result in higher cost placements and increasing travel for the





mandated monthly face-to-face visits by the professional staff.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile and Superior Court, Inyo County Superintendent of Schools, Toiyabe Family Services, local Paiute and Shoshone tribes.

FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. No County General Funds.

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved:  Date: <u>7/26/18</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>7/25/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/27/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

35

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

FROM: HEALTH & HUMAN SERVICES – Fiscal

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Request for authorization to hire a full time Office Technician III in the HHS Fiscal division.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the requested position exists in the various non-General Fund HHS budgets (no County General Funds), as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, an external recruitment is more appropriate; however if an internal candidate is hired within the division authorize HHS to backfill the resulting vacancy; and
- C) approve the hiring of one Office Technician III at Range 63 (\$3,867 - \$4,705).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill a budgeted full time Office Technician III position in the HHS Fiscal Division, which recently became vacant when an employee suddenly moved out of the area. This position is responsible for receiving and processing payables for all HHS divisions, depositing and tracking payments as well as State and Federal revenue, assisting the Administrative Analysts in maintaining more complex tracking for revenues/expenditures, compiling monthly program Account Director Reports, processing HHS payroll, State quarterly invoicing, reconciling internal charges to appropriate HHS budgets, Behavioral Health and Public Health billing, DDP monthly client invoicing, FIRST program expenditure tracking and time study development and collection. This position also cross-trains within HHS Fiscal to insure that there is coverage across multiple budgets in case of vacancies. The Department respectfully requests authorization to recruit and hire an Office Technician III and authorize the Department to fill any vacancy created if the vacancy is filled by an internal candidate from the division.

ALTERNATIVES:

Your Board could choose not to approve the filling of this position which could negatively impact the timeliness of claims being submitted and could cause delays in payments to vendors due to the shortage of staff in the fiscal division.




OTHER AGENCY INVOLVEMENT:

County Auditor's Office, multiple State Departments

FINANCING:

State, Federal, Health, and Behavioral Health Realignment funds, and General Fund. This position is budgeted 50% in Health (045100), 7% in Mental Health (045200), 3% in CCS Admin (045501), 5% in MCAH (641618) and 35% in Social Services (055800) in the Salaries and Benefits object codes.

APPROVALS

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:  Date: <u>7/19/2018</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: <u>7/18/18</u>

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

 Date: 7/20/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

36

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **August 07, 2018**

Subject: Request to fill vacant APAR Shelter Assistant position.

DEPARTMENTAL RECOMMENDATION:

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

1. The availability of funding for the requested positions comes from the General fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the positions, and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
3. Approve the open recruitment and hiring of (1) one Shelter Assistant position, Range 42PT (\$12.75/hr-15.52/hr);

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a recent resignation, we have one (1) vacant part time Shelter Assistant position at the Animal Shelter. This position is critical to maintain the daily operations of the Shelter.

ALTERNATIVES:



Deny filling this vacancy. Staff does not recommend this; not filling the APAR position will increase overtime costs and require Animal Control Officers to cover the shelter duties instead of being available for service calls.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

These positions will be paid from the Animal Control budget 023900, and the positions are included in the Department Requested 2018-2019 budget.

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>eyes</u> Date <u>7/26/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>7/26/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/26/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

37

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **August 07, 2018**

SUBJECT: Request to fill (1) one vacant Undersheriff position, (1) one vacant Lieutenant position and (1) one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the filling of (1) Undersheriff position (Range 85SE \$7,895 - \$10,323)
- 4) Approve the filling of (1) one Lieutenant position (Range 81SC-81SD \$6,620 - \$9,092)
- 5) Approve the open recruitment and hiring of (1) one Deputy Sheriff Position (Range 67SA-SC \$4,317 - \$5,791) and authorize up to the D step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

With the retirement of Sheriff William R. Lutze, we request that your board authorize pursuant to the candidates qualifications and experience, an internal recruitment for the Undersheriff's position. Filling this position will result in a Lieutenant's vacancy. The Sheriff's Office has established an internal promotional list of candidates for the Lieutenant's position. The hiring of an Undersheriff and a Lieutenant will fall within the Sheriff's current authorized strength.

The vacated Sheriff's position will create (1) one Deputy Sheriff's vacancy. We request that your board authorizes, pursuant to the candidates qualifications and experience, the hiring of (1) one qualified lateral/certificated candidates up to the E step, or an internal and open recruitment for an entry level applicants. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for this position. Hiring of this (1) one Deputy position will fall within the Sheriff's current authorized strength

ALTERNATIVES:

Deny the internal promotions and hiring of vacant positions. Staff does not recommend this action, it would result in additional


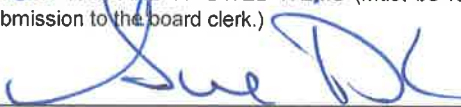
overtime costs, out of class pay and additional burden for existing staff to cover vacancies.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Undersheriff, Lieutenant, and Deputy Sheriff positions are currently budgeted in the Board approved 2018-2019 Sheriff's Safety budget 022710, Jail Safety budget 022910 and Veteran's Service Budget 056600.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ 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>7/10/18</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>7/10/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/10/18
(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

38

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Contract for Audit Services of the Inyo County Local Transportation Commission

DEPARTMENTAL RECOMMENDATION:

Request that your Board declare CliftonLarsonAllen LLP as a sole-source provider and approve the contract between the County of Inyo and CliftonLarsonAllen LLP for the provision of audit services for the Inyo County Local Transportation Commission for the fiscal year ending June 30, 2019 for \$6,400.00 with an option to extend the contract for 2 additional years to include fiscal year end June 30, 2020 (\$6,592.00) and fiscal year end June 30, 2021 (\$6,790.00) for a total amount not-to-exceed \$19,782 and authorize the chairperson to sign, contingent upon the adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code Section 99245 sets forth the audit requirements for the Inyo County Local Transportation Commission (LTC) in its administration of the Transportation Development Act. Section 99245 states that the LTC shall have its financial records audited by a third party annually.

Sole Source Justification

The volume and complexity of new accounting and auditing standards make it increasingly difficult to find auditors qualified to perform the required services in an efficient and accurate manner. Additionally, fewer audit firms are performing government audits for these same reasons. In accordance with the "Inyo County Purchasing and Contracting Policy and Procedures Manual," page 14, Section I(b), CliftonLarsonAllen LLC has the prior experience of a highly specialized nature that is vital to the proposed efforts. Additionally, CliftonLarsonAllen LLC has a substantial investment that would have to be duplicated at the County's expense by another contractor entering this field because: 1) they have completed multiple audits of the LTC in a row, 2) they will be in Independence already to conduct other audits for the Auditor's Department and completing the fiscal audit for the LTC will thus require no additional travel by the consultant, and 3) the contract mirrors the same time period as the Auditor's Department contract. As such, sole sourcing this contract appears to be justified.

ALTERNATIVES:

The Board does have other options under the government code, but giving CliftonLarsonAllen LLP reputation and experience they are not recommended. In addition, CliftonLarsonAllen LLP has already been hired to conduct audits for the Auditor's Office.




OTHER AGENCY INVOLVEMENT:

County Council has reviewed and approved the proposed contract.

FINANCING:

The FY 2018-19 Public Works Department requested budget includes an appropriation of \$6,400 which covers the Inyo County Local Transportation Commission fiscal audit. The Transit Trust budget (Budget Unit 504605) has sufficient appropriations in its FY 2018-2019 requested budget.

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>7/13/18</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>yes</u> Date <u>7/17/2018</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>J</u> Date <u>7/18/18</u>

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



Date: 7/19/18

AGREEMENT BETWEEN COUNTY OF INYO
AND CliftonLarsonAllen LLP
FOR THE PROVISION OF Auditing Service **SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2019 through June 30, 2020
- b. From July 1, 2020 through June 30, 2021

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 6,400.00 (initial term); \$ 6,592.00 (option 1); \$ 6,790.00 (option 2); for a total of \$ 19,782.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Public Works Department	Department
_____	Street
P.O. Drawer L	
_____	City and State
Independence, CA 93546	

Contractor:	
CliftonLarsonAllen LLP	Name
_____	Street
925 Highland Pointe Drive, Suite 450	
_____	City and State
Roseville, CA 95678	

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND CliftonLarsonAllen LLP
FOR THE PROVISION OF Auditing **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Elba Zuniga
Signature

Dated: _____

ELBA ZUNIGA
Print or Type Name

Dated: 07/20/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Mark Walker

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND CliftonLarsonAllen LLP
FOR THE PROVISION OF Auditing **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

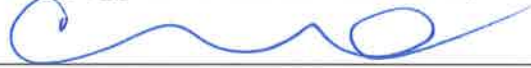
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
CliftonLarsonAllen LLP

AND _____
Auditing

FOR THE PROVISION OF _____ **SERVICES**

TERM:

July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCOPE OF WORK:

Prepare Inyo County Local Transportation Commission (LTC) Financial Audits

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
CliftonLarsonAllen LLP

AND _____
Auditing
FOR THE PROVISION OF _____ **SERVICES**

TERM:
July 1, 2018 June 30, 2019
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

	June 30, 2018	June 30, 2019	June 30, 2020
Prepare Inyo County LTC Financial Audits	\$6,400.00	\$6,592.00	\$6,790.00
TOTAL	\$6,400.00	\$6,592.00	\$6,790.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

39

- Consent Departmental Correspondence Action Public Hearing
- Schedule time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 07 2018

SUBJECT: Ratify the Lease Agreement between Supattra Bergstrom (Thai Thai Restaurant) and the County of Inyo

DEPARTMENTAL RECOMMENDATIONS:

1. Ratify the Lease with Supattra Bergstrom for the operation of the Thai Thai Restaurant for the period of April 1, 2018 through March 31, 2021 with four one year options to extend through March 31, 2025.
2. Authorize the Chairperson to sign the Lease contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides a great opportunity to promote business to the Airport. The Lease Agreement provides for an initial term of three (3) years commencing on April 1, 2018 and ending on March 31, 2021 and four (4) one-year options to extend. The monthly lease amount for the initial term is \$1,124.20 per month \$13,490.40 per year, plus the following: \$900.00 per quarter for janitorial services plus one-third (1/3) of the required cleaning supplies and \$50.00 per year for sign space rental. Should the County and Supattra Bergstrom exercise its options to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed five percent (5%) of the rent for the previous lease period.

ALTERNATIVES:

Your Board could deny this Lease. This is not recommended, as this is a great opportunity to promote business at the Airport.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

Revenue for this Lease is currently budgeted in Bishop Airport budget number 150100 object code 4311 for rent and object code 4819 for janitorial services.

Agenda request for: Lease with Supattra Bergstrom (Thai Thai)

Board Date:

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: YES Date 6/19/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: yes Date 7/10/18

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 7/10/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: _____

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

THIS LEASE AGREEMENT, made and entered into this First day of April, 2018, by and between SUPATTRA BERGSTROM, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by CLINT QUILTER, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by SUPATTRA BERGSTROM.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as a restaurant facility consisting of a total of approximately 1,610 square feet of which 881 square feet are for the dining area with a maximum seating capacity of 58 person; a kitchen area of 729 square feet, including storage and pantry room; and a non-exclusive patio, which seats 15 persons.

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for three (3) years beginning April 1, 2018, and continuing through and including March 31, 2021. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From April 1, 2021 through March 31, 2022;
- b. From April 1, 2022 through March 31, 2023
- c. From April 1, 2023 through March 31, 2024
- d. From April 1, 2024 through March 31, 2025.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised, if mutually agreed to by both parties, in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.

- (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
- (3) Lessee has exercised all previous options to extend.

b. Manner In Which Option Can Be Exercised.

- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
- (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
- (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of THIRTEEN THOUSAND FOUR HUNDRED AND NINETY DOLLARS AND FORTY CENTS (\$13,490.40). Lessee agrees to pay County said amount in installments of ONE THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND TWENTY CENTS ((\$1,124.20) per month, beginning on April 1, 2018, and payable on the first of each month thereafter during the term of this lease, or any extension thereof, plus the following: NINE HUNDRED DOLLARS PER QUARTER (\$900.00) for janitorial services plus One-Third (1/3) of the required cleaning supplies; FIFTY DOLLARS (\$50.00) per year for sign space rental, payment for which will be billed in arrears. If Lease payment is received more than 10 days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed FIVE percent (5%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises are leased to be used for restaurant purposes. Lessee agrees to restrict its use to

such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION EIGHT. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, as may be amended from time to time, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and any amendments thereto, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION TWELVE. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION THIRTEEN. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee. County shall provide water to those leased premises with existing water service and will provide electrical service to those leased premises which cannot be separately metered for service.

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense except that County shall maintain and repair the following portions of the leased premises: Exterior walls, roof, plumbing, heating, and ventilating. Lessee shall be responsible to maintain and repair all other portions of the leased premises not maintained by the County, including but not limited to the following: Floors, interior walls, ceiling, windows, and doors, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION NINETEEN. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION TWENTY. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

SECTION TWENTY-ONE. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

SECTION TWENTY-TWO. COMMERCIAL INSURANCE REQUIREMENTS.

For the duration of this lease, Lessee shall procure and maintain insurance of the scope and amount specified in Attachment A and with the provisions specified in that attachment.

SECTION TWENTY-THREE. INDEMNIFICATION/HOLD HARMLESS.

23.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

23.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

23.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

23.1.3. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

23.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee or Lessee's property from any cause. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising

for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

SECTION TWENTY-FOUR. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-FIVE. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION TWENTY-SIX. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
- (3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with

all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace

any landing at, taking off from, or operation on the Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION TWENTY-SEVEN. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days notice to Lessee, amend this Lease as a result of any modification or change in the Master Lease referenced in **Section Eight** herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Lease. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

SECTION TWENTY-EIGHT. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION TWENTY-NINE. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION THIRTY. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate

as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION THIRTY-ONE. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION THIRTY-TWO. MECHANICS LIEN.

Lessee agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION THIRTY-THREE. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION THIRTY-FOUR. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION THIRTY-FIVE. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION THIRTY-SIX. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY-SEVEN. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-EIGHT. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-NINE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Exhibit I (Construction), Exhibit II (Lessee Requirements), and Exhibit III (Kitchen Equipment).

SECTION FORTY. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION FORTY-ONE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION FORTY-TWO. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION FORTY-THREE. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY
INYO COUNTY PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93546

Department
Address
City and State

LESSOR
SUPATTRA BERGSTROM
P.O. Box 448
Inyokern, CA 93527

Name
Address
City and State

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

Initial Term of Lease:
APRIL 1, 2018 through MARCH 31, 2021

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____

COUNTY'S LEASE ADMINISTRATOR

LESSEE

County of Inyo

By Supattra Bergstrom
Signature

Director, Department of Public Works

SUPATTRA BERGSTROM
Type or Print Name

Date: _____

Date: 24 May, 2018

Approved as to form and legality:

Neubauer
County Counsel

Approved as to accounting form and content:

[Signature]
County Auditor

Approved as to insurance and risk management:

M. Baker
County Risk Manager

ATTACHMENT A

COUNTY OF INYO - BISHOP AIRPORT OFFICE AND COMMERCIAL SPACE LEASE BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.

COMMERCIAL INSURANCE REQUIREMENTS

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** 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. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
3. **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) or if Lessee has no owned autos, hired (Code 8), and non-owned autos (code 9), with limits no less than \$500,000 per accident for bodily injury and property damage.
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained.

B. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the Entity, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The Lessee'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 Lessee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Entity.

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

5. The Property insurance shall **name the Entity as Loss Payee** as its interests may appear.

C. 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.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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.

F. Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

G. Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT I

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

CONSTRUCTION

Lessee may alter the facilities as follows:

1. Construction of booths along the window side (total of 5 small plus 2 larger ones around the corners) with additional tables and chairs in the middle. Appropriate seating for 50 persons.
2. Construction of cabinets and storage on wall side adjacent to kitchen, for soda, coffee, cutlery dispensers etc. are authorized.
3. Construction to be similar to what was previously in the area. Final design and construction to be approved by the County.

EXHIBIT II

COUNTY OF INYO - BISHOP AIRPORT OFFICE AND COMMERCIAL SPACE LEASE BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.

LESSEE REQUIREMENTS

Specific Requirements:

Lessee shall operate a restaurant on the premises subject to the following conditions:

A. Operations

1. Provide adequate staffing needs to assure satisfactory customer service.
2. Provide adequate dining room furniture with approval of the County.
3. Provide customary menu items for full service operations of similar café/restaurant establishments.
4. Maintain a clean and professional image.
5. Maintain a reasonable supply of products to assure customer satisfaction.
6. Provide facilities which continue to meet County and ADA requirements.
7. Assure quality of products; meet all necessary health and environmental standards as related to food products as required by law.
8. General hours of operation will be 11:00 a.m. to 2:00 p.m. and 4:00 p.m. to 9:00 p.m.
9. Restaurant is to operate a minimum of six days a week, with the option to closed on the following holidays: New Year's, Easter, Thanksgiving (Thursday only), and Christmas.
10. Will provide a lunch menu and a dinner menu.
11. Name of business, Thai Thai Restaurant, has been approved by Inyo County.

B. Maintenance and Repairs:

1. Provide supplies for all restaurant equipment within the facility.
2. Provide all necessary maintenance and repair as needed for the equipment and send proof of maintenance or repair to the County.
3. Provide preventative maintenance for the fire suppression system on a semi-annual basis and send proof of maintenance to the County.
4. Maintain the restaurant grease interceptor at least twice per year and send proof of maintenance to the County.
5. Clean hood exhaust system when needed or at a minimum quarterly.
6. Maintain all environmental health service permits.
7. Maintain windows and floors as needed.
8. Maintain storeroom and pantry room.
9. Keep restaurant in a clean and sanitary condition in accordance with recognized standards, all laws, ordinances, regulations and rules of Federal, State, and local authorities.

C. Lessee Agrees:

1. To pay and discharge all local, State or Federal taxes that may be levied or imposed on the operation of the restaurant.
2. That the County of Inyo shall not be held responsible for any damage to materials, product or equipment by theft, fire or by any other cause.
3. The Lessee is required to use the same propane vendor as the County.

EXHIBIT II (Continued)

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.**

4. All restrooms are common to the terminal building; tenant needs to participate in maintaining restrooms during the course of business. The Lessee shall pay for one-third of the cost of the cleaning products.
5. No vending machines shall be allowed within the facilities.
6. Patio area may be used by patrons of the restaurant.
7. The Public Works Department must approve any and all signage. Fees will be waived.
8. To provide all applicable insurance to include worker's compensation.
9. County shall have the right to audit all books upon providing Lessee a 30-day written notification.
10. It shall be responsible for trash removal service.
11. County owns all equipment presently located within the premise area. (See the attached restaurant equipment list.) If the lease is terminated or expires these items remain the property of the County.
12. Sale and/or dispensing of alcoholic beverages is prohibited unless approved by the County.

D. Inyo County Shall Provide:

1. Equipment as described in the enclosed inventory list.
2. Replacement of equipment described in the inventory list (other than routine maintenance).
3. Maintenance of the building, grounds and landscaping.
4. Provide customer-parking facilities.

EXHIBIT III

COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE
BY AND BETWEEN COUNTY OF INYO AND SUPATTRA BERGSTROM.

KITCHEN EQUIPMENT

NEW EQUIPMENT:

Eagle Brand, Stainless Steel Three Compartment Sink	County Asset #8285
Eagle Brand, Stainless Steel Two Compartment Sink	County Asset #8286
Ice O Matic Brand, 400# Air Cooled Ice Machine with 400# Stainless Bin	County Asset #8287
Beverageair Brand, Food Preparation Sandwich Unit	County Asset #8288
Eagle Brand, Electric Hot Food Table	County Asset #8289
Jet Tech Brand, Dishwasher	County Asset #8290
Frymaster Brand, Deep Fryer (2)	County Asset #8291 and #8292
US Range Brand, 72" Medium Duty Range, Oven, Griddle Combo	County Asset #8293
Garland Brand, 24" Char-Broiler with Cabinet Base	County Asset #8294
Captiveaire Brand, Compensating Canopy Hood	County Asset #8295
Artic Brand, Indoor Walk-in Cooler	County Asset #8296
Advance Brand, Undercounter Dishtable including Salvajor Disposer	County Asset #8297

USED EQUIPMENT (Optional Use):

Hobart Slicer Model 1713
Vering Side X Side Upright Refrigerator/Freezer



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
40

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

FROM: County Administrator - Public Works

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Public Works/Roads Service Redesign

DEPARTMENTAL RECOMMENDATIONS:

1. Reclassify Senior Engineer to Deputy Public Works Director and authorize the County Administrator to sign the at-will contract. Consistent with the recommendation of the County Administrator, change the authorized strength in the Public Works Department as follows:
 - a. De-fund one full-time Senior Engineer, Range 85 (\$6,535 - \$7,945) and;
2. Reclassify Road Superintendent to Deputy Public Works Director and authorize the County Administrator to sign the at-will contract. Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department as follows:
 - a. Delete one full-time Road Superintendent, Range 78 (\$5,518 - \$6,705) and add one full-time Deputy Public Works Director, Range 88 (\$7,034 - \$8,547) and;
3. Reclassify Administrative Analyst III to Management Analyst. Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department as follows:
 - a. Delete one full-time Administrative Secretary III, Range 64 (\$3,964 - \$4,817) and add one full-time Management Analyst, Range 80 (\$5,784 - \$7,035) and;
4. Reclassify Road Shop Assistant to Road Shop Supervisor. Consistent with the recommendation of the County Administrator, change the authorized strength in the Public Works Department as follows:
 - a. Delete one full-time Shop Assistant, Range 60 (\$3,612 - \$4,387) and add one full-time Heavy Equipment Mechanic I or II, Range 58 (\$3,444 - \$4,190) or Range 60 (\$3,612 - \$4,387);
 - b. Approve the modified job description for the Road Shop Supervisor and;
5. Find that consistent with the adopted Authorized Position Review Policy:
 - a. The availability of funding for the requested Heavy Equipment Mechanic I or II position comes from Road Fund sources, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor Controller;
 - b. Where internal candidates may meet the qualifications for the position, and the vacancy might be filled through an internal recruitment; however, due to the nature of the position an open recruitment would be more appropriate to best ensure a pool of the most qualified applicants; and
 - c. Authorize the hiring of one Heavy Equipment Mechanic I or II, Range 58 (\$3,444 - \$4,190) or Range 60 (\$3,612 - \$4,387).

CAO RECOMMENDATION:

As part of the Fiscal Year 2018-2019 Department Requested Budget, the Public Works Director proposed reorganizing portions of the Public Works and Road departments, keeping with the tenets of Service Redesign. If implemented, the proposal is estimated to result in \$42,332 in annual savings to the County General Fund. As such, I had intended to support the department's request in the Fiscal Year 2018-2019 CAO Recommended Budget.

However, new rules promulgated by the California Public Retirement System pertaining to the duration of "out-of-class" appointments, in response to recent court rulings, now make it necessary to consider this re-organization request in advance of approval of the Fiscal Year 2018-2019 County Budget. This is in keeping with County Code Section 2.08.040(E) which sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. Additionally, Section 2.08.030 of the County Code provides the County Administrator with the ability to recommend desirable rearrangements of departments and functions, and I concur with the Public Works Director's stated desirability of the reorganization.

Accomplishing the requested reorganization will entail reclassifying some employees into higher-level classifications. Reclassification requests are governed by Section 4.4 of Article 4 of the County Personnel Rules (updated as Attachment E to applicable labor

contracts). To the extent your Board's approval of the department's reorganization will constitute a change in County policy, the reclassifications associated with the reorganization can be construed as complying with the reclassification criteria.

Alternately, your Board could approve the reorganization but require the newly created positions be filled through a competitive departmental, countywide, or open recruitment process. This is not being requested, nor is it desirable or recommended, as it would have the effect of laying-off employees and requiring they apply for the new, higher-level classifications.

SUMMARY DISCUSSION:

Sparked by a variety of personnel actions that haven't required Board approval, Public Works staff has taken an opportunity to look at ways to provide service to both citizens and internal County clients in a more efficient and cost effective manner. Two major types of services generally define the Public Works Department. The first is project delivery and technical program management. The second is infrastructure maintenance and operations. These are discussed in more detail below.

Also included are recommended changes to bolster fiscal staff and to provide additional "boots on the ground" for the road shops.

Project Delivery and Technical Program Management

A Deputy Public Works Director position recently became vacant. Staff is recommending that the current Senior Engineer be reclassified to this position. We also recommended that the Senior Engineer position be de-funded. This would move the department back toward a traditional Deputy Director who is licensed as a Civil Engineer and would manage all engineering activities including Deferred Maintenance, State Funded Roads, Road Capital Improvements and Airport Capital Improvements. This Deputy Director would also be responsible for oversight of Airport Operations. The incumbent has been managing the day-to-day operations of engineering staff and would be taking on additional responsibilities related to airport operations. These are typical areas of oversight for a Deputy Public Works Director.

Infrastructure Maintenance and Operations

Roads, facilities, grounds, and water systems all require ongoing maintenance and operations to function properly. Many of the principles, processes, equipment, and skills are transferable between these various types of infrastructure. The Public Work Units delivering these services are generally Roads, Buildings and Maintenance, and Town Water Systems. Currently, only Roads is overseen by a manager – the Road Superintendent. Public Works proposes to eliminate the Road Superintendent position and replace it with a Deputy Public Works Director, assigned to operations and maintenance, to provide oversight to all of these work units. The ultimate goal is to greatly increase cross-training and internal redundancy in order to more efficiently react to maintenance and operational needs as they arise in all of these work units. In order to achieve this, it is important to have one manager accountable for all of these activities. These are also typical areas of oversight for a Deputy Public Works Director.

Fiscal

The previous Deputy Public Works Director's main area of expertise was fiscal operations. At that time, the Management Analyst position in the Department was reduced to an Administrative Analyst position. This is no longer the case and staff recommends that our current Administrative Analyst III be reclassified to a Management Analyst. In doing this, an Administrative Secretary III position would be eliminated. We believe that the department's strictly clerical duties require 0.50 FTE. By replacing the Administrative Secretary with a fiscal position we will be able to use the 50% of a fiscal position for clerical work and 50% of that fiscal position for fiscal work at a lower salary than the Administrative Secretary III. This, in essence, increases the department's fiscal capacity by 0.50 FTE while maintaining the same number of employees.

Shop

As currently constituted, the Road Department Shop staffing consists of one Road Shop Supervisor, one Road Shop Assistant, and three mechanics. The Road Shop Supervisor retired in March of this year. Previously, the Road Shop Supervisor spent about half of his time on management and administrative duties and about half of his time on mechanical duties. The Road Shop Assistant spent all of their time on administrative duties. Since March we have had the Road Shop Assistant working out of class to determine if the one position could handle all of the management and administrative duties for the shops. We have determined that that is the case. We are therefore recommending that the Road Shop Assistant be reclassified to Road Shop Supervisor. We also recommend that the Road Shop Assistant position be eliminated and replaced with a Heavy Equipment Mechanic I or II depending on experience. We will have functionally gone from 1 ½ administrative staff and 3 ½ mechanics to one administrative staff and 4 mechanics. This will increase our ability to keep our equipment and vehicles on the road.

Cost Savings Summary

This is summary of the costs and savings from various sources: (savings in parenthesis)

Budget Unit	General Fund Savings	Non-General Fund Savings
011100 Building and Maintenance	(\$ 9,800)	
011500 Public Works	(\$26,765)	
023200 Building and Safety	(\$ 5,767)	
034600 Road		(\$33,480)
150100 Bishop Airport		(\$ 4,511)
150300 Independence Airport		(\$ 9,687)
150600 Lone Pine Airport		\$ 101
152101 Independence Water		\$ 433
152201 Lone Pine Water		\$ 1,142
152301 Laws Water		\$ 604
504605 LTC		(\$ 4,457)
810001 CSA #2		\$ 3,208
Subtotal General Fund	(\$42,332)	
Subtotal Non-General Fund		(\$46,647)
Total Savings		(\$88,979)

ALTERNATIVES:

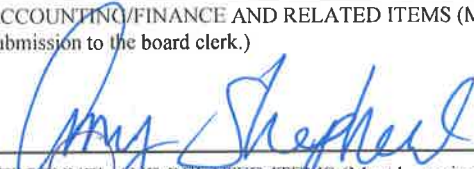

1. The Board could decide not to make any of the recommended staffing changes. This is not recommended as the changes presented bring additional value to the services provided to the organization and the community through increased efficiency and reduced cost.
2. The Board could request additional information from staff.

OTHER AGENCY INVOLVEMENT:

CAO
 Personnel Department for recruitment
 Auditor

FINANCING:

Funds for the changes discussed in this report are included in the CAO Recommended FY 2018/19 Budget

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:  ✓ Date 8-1-18
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 8/1/18

DEPARTMENT HEAD SIGNATURE:

 8/2/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 41

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board of Supervisors

FOR THE BOARD MEETING: August 7, 2018

SUBJECT: Ratify Signature on IMACA Grant Application Form

DEPARTMENTAL RECOMMENDATION: Request Board authorize and ratify the County Administrator's signature on Attachment C to Inyo-Mono Advocates for Community Action's Grant Application for funding services and activities for homeless and at-risk of homelessness populations.

SUMMARY DISCUSSION:
 IMACA is applying for approximately \$125,000 in Emergency Solutions Grants funding this year in order to provide emergency shelter (hotel/motel vouchers) in Inyo County. As part of the application process, IMACA must submit a Certification of Local Government Approval. In 2016 and 2017, County Administrator Kevin Carunchio agreed to sign the certification on behalf of the County, but with the approval of the Board of Supervisors. Because of the timing involved with the application deadline, the Board's approval was sought as a ratification in 2016. The same situation has arisen this year. IMACA submitted its request for the Board to authorize the County Administrator's signature on July 17; however your Board would not be meeting again until today, August 7 – the day IMACA's application is due. In order to accommodate IMACA's request without causing a failure to meet the application deadline, the County Administrator, in good faith, signed the Certification of Local Government Approval in advance, and is now asking the Board to ratify his signature on the document.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: _____ *(Not to be signed until all approvals are received)* Date: 8/13/18

Attachment C - Emergency Shelter Certification of Local Government Approval (Private Non-Profits Only)

If the Emergency Shelter is located in a city, the Certification of Local Government Approval must be completed by the city. If the Project is located in the unincorporated area of a county, the Certification must be from the county.

I, Kevin Carunchio, County Administrative Officer,, duly Authorized to act on behalf of County of Inyo, hereby approve of the operation of the following Emergency Shelter, Inyo County Hotel/Motel Vouchers, proposed by Inyo Mono Advocates for Community Action, which is/are to be located/operated in the County of Inyo *.

Primary Activity and the Location

*You may operate your application activities from multiple sites if **ALL** of the following boxes are checked below:*

- All activity locations are operated as a single activity by the applicant.
- All activity locations operate under the same budget.
- All activity locations operate as a single program, adhering to the same Written Standards and program or client rules.

If ALL the above boxes are checked, identify the locations: hotel/motel vouchers in Inyo County

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

Kevin Carunchio
PRINTED NAME OF CITY/COUNTY OFFICIAL

County Administrator
TITLE


CITY/COUNTY OFFICIAL SIGNATURE

07-18-2018
DATE

* Provided however let it be known, Inyo County has no legal responsibility to oversee any Operation subject to the grant and specifically disclaims any liability for the methods, means and provision of services under the grant which are under sole and exclusive control of IMACA.

* Approval subject to Board of Supervisors' ratification August 7 2018.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 42

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: August 7, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 7/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 43

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: August 7, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 7/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 44

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


 Date: 7/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

 45

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: August 7, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 7/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 46

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Date: 7/26/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

47

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meetings of June 26, 2018, July 3, 2018 and July 10, 2018, and the special Board of Supervisors meeting of July 27, 2018.

SUMMARY DISCUSSION: The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date:

07/27/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

48

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Agriculture - Owens Valley Mosquito Abatement Program

FOR THE BOARD MEETING: August 7, 2018

SUBJECT: Public Hearings to Consider the Ordering of Services and Levy of the Assessments for Fiscal Year 2018-2019 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" and Adoption of a Resolution Titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Administering the Owens Valley Mosquito Abatement Program Approving the Engineer's Reports, Confirming the Assessment Diagram, and Assessment and Ordering the Levy of Assessments for Fiscal Year 2018-2019 for the Owens Valley Mosquito Abatement Program Assessment (Assessment No. 1) and for the Mosquito Control and Disease Prevention Assessment (Assessment No. 2)"

DEPARTMENTAL RECOMMENDATION:

That your Board hold a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2018-2019, the services and programs, the assessments fund, and any other issues related to the assessments.

After the close of the public hearing to consider the ordering of services, and the levy of the assessments for Fiscal Year 2018-2019, it is recommended that your Board adopt a Resolution, approving the Engineer's Report, confirming the diagram and assessments for Fiscal Year 2018-2019 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment".

SUMMARY DISCUSSION:

On July 21, 1998, after conducting a ballot proceeding, this Board by its Ordinance No. 1002 authorized the levy of assessments for the financing and execution of the Owens Valley Mosquito Abatement Program projects; pursuant to the provisions of Government Code Section 25842.5, 53750, and 53753i, Health and Safety Code Sections 2270 et. seq. (repealed and replaced by Health and Safety Code Section 2000 et. seq.) and Articles XI and XIII D of the California Constitution.

On May 10, 2005, after conducting a ballot proceeding, this Board by its Resolution No. 2005-24, first authorized the levy of assessments for the "Mosquito Control and Disease Prevention Assessment" in compliance with Health and Safety Code Section 2080 abatement district law; Article XIII D of the California Constitution; Government Code Section 25842 et. seq. and Health and Safety Code Section 2000, (formerly 2200) which grants the Board of Supervisors the power to create mosquito and vector control programs in the same manner as a district.

The "Owens Valley Mosquito Abatement Program Assessment" has been continued annually since FY 1998-1999. The "Mosquito Control and Disease Prevention Assessment" has been continued annually since FY 2005-2006. Both assessments are providing essential revenues needed to fund mosquito abatement projects and services.

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for Fiscal Year 2018-2019 and the updated proposed assessments for each parcel in the Program's area within Inyo County.

Proposed assessment for Fiscal Year

The assessments can be levied annually. The assessments for "Mosquito Control and Disease Prevention Assessment" includes an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process.

The change in the CPI from December 2016 to December 2017 was 3.61% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the change in the assessment rate for Fiscal Year 2018-2019 is 3.00%; the assessment rate for Fiscal Year 2018-2019 is \$24.94 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$206,572.

The assessment rate for Fiscal Year 2018-2019 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$204,548.

This public hearing was noticed by publication in the Inyo Register on July 29, 2018.

It is recommended that your Board hold a public hearing on the proposed continuation of the assessments. After due consideration of any public comments regarding the proposed continuation of the assessments and the services funded by the assessments, it is recommended that your Board approve a Resolution to continue the assessments for Fiscal Year 2018-2019 and to direct additional actions related to the continue of the assessments.

ALTERNATIVES:

Your Board could decide not to adopt the resolution outlined in the Departmental Recommendation. This would result in the discontinuation of mosquito control services for the Owens Valley Mosquito Abatement Program district increasing the risk of mosquito-borne disease transmission and nuisance mosquito conditions.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The resolution, if adopted, would result in estimated revenue of \$411,120 to the Owens Valley Mosquito Abatement Program (Budget Unit 154101) for Fiscal Year 2018-2019.

<u>APPROVALS</u>	
BUDGET OFFICER:	<p>BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</p> <p style="text-align: right;">Approved: _____ Date _____</p>
COUNTY COUNSEL:	<p>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.)</p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/25/18</u></p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/26/18</u></p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

7-26-18

(The Original plus 14 copies of this document are required)

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
ADMINISTERING THE OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE ASSESSMENT DIAGRAM
AND ASSESSEMENT AND ORDERING THE LEVY OF ASSESSMENTS
FOR FISCAL YEAR 2018-2019 FOR THE OWENS VALLEY MOSQUITO ABATEMENT
PROGRAM ASSESMENT (ASSESSMENT NO. 1)
AND FOR THE MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT (ASSESSMENT NO. 2)**

WHEREAS, the Owens Valley Mosquito Abatement Program is authorized, pursuant to the authority provided in Health and Safety Code Section 2082 and Article XIID of the California Constitution, to levy assessments for mosquito abatement services and

WHEREAS, such mosquito abatement services provide tangible public health benefits, reduced nuisance benefits and other special benefits to the public and properties with the areas of service; and

WHEREAS, Assessment No. 1 has been given the distinctive designation of the "Owens Valley Mosquito Abatement Program Assessment," ("Assessment No. 1"); and

WHEREAS, Assessment No. 1 was authorized by an assessment ballot proceeding conducted in 1998 and approved by 70.9% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Assessment by Ordinance No. 1002 Section 5 (part), 1998 passed on July 21, 1998, and continued every year thereafter.

WHEREAS, Assessment No. 2 has been given the distinctive designation of the "Mosquito Control and Disease Prevention Assessment" ("Assessment No. 2"); and

WHEREAS, Assessment No. 2 was authorized by an assessment ballot proceeding conducted in 2005 and approved by 71% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment by Resolution No. 2005-24 passed on May 10, 2005 and continued every year thereafter; and

WHEREAS a notice of a public hearing was published in the Inyo County Register and at the appointed time and place of August 7, 2018 at the hour of 11:30 a.m. in the Inyo County Board of Supervisors Meeting Chambers located at 224 North Edwards Street, Independence, CA 93526, the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order

the continuation of the assessments prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that:

SECTION 1. The above recitals are true and correct

SECTION 2. SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for Assessment No. 1 and for Assessment No. 2 (the "Reports") in accordance with the provisions of the Health and Safety Code section 2080 et seq. and Article XIID of the California Constitution and has filed the Reports with the Clerk of the Board of Supervisors for submission to the Board. The Reports are hereby deemed sufficient

SECTION 3. The public interest, health, convenience and necessity require that the assessments be continued.

SECTION 4. The Engineer's Report for Assessment No. 1 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2018-2019 is hereby confirmed and approved.

SECTION 5. The Engineer's Report for Assessment No. 2 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2018-2019 is hereby confirmed and approved.

SECTION 6. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 1, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Program Boundaries from the Mosquito Abatement services to be financed with the assessment proceeds.

SECTION 7. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 2, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries District will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Program Boundaries from the mosquito control and disease prevention services to be financed with assessment proceeds.

SECTION 8. That assessment for Fiscal Year 2018-2019 for Assessment No. 1 shall be continued at the assessment rate of TWENTY DOLLARS AND EIGHTY CENTS (\$20.80) per single-family equivalent benefit unit with estimated total annual assessment revenues of \$204,547.

SECTION 9. That the assessments for Assessment No. 2 included an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process. The annual CPI change for the Los Angeles Area from December 2016 to December 2017 was 3.61%, and the unused CPI carried forward from previous fiscal years is 0.00%. Therefore, the maximum authorized assessment rate for fiscal year 2018-2019 is \$24.94 per single family equivalent benefit unit. The proposed assessment rate for Fiscal Year 2018-2019 is \$24.94 per single-family equivalent benefit unit which is the maximum authorized rate for Fiscal Year 2018-2019.

SECTION 10. That assessment for Fiscal Year 2018-2019 for Assessment No. 2 shall be continued at the assessment rate of TWENTY FOUR DOLLARS AND NINETY FOUR CENTS (\$24.94) per single-family equivalent benefit unit. The estimated total annual assessment revenue for Fiscal Year 2018-2019 is \$206,572.

SECTION 11. That the mosquito abatement services to be financed with assessment proceeds described in the Engineer's Reports for Assessment No. 1 and Assessment No. 2 are hereby ordered.

SECTION 12. No later than August 10th following such adoption, the Board shall file a certified copy of the diagram and assessment and a certified copy of this Resolution with the Auditor of the County of Inyo ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessments. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Owens Valley Mosquito Abatement Program Assessment and to the Mosquito Control and Disease Prevention Assessment.

SECTION 13. All revenues from assessments for Assessment No. 1 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 14. All revenues from assessments for Assessment No. 2 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment. Funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 15. The Owens Valley Mosquito Abatement Program Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

SECTION 16. The Mosquito Control and Disease Prevention Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

The foregoing Resolution was PASSED and ADOPTED by the Inyo County Board of Supervisors at a regular meeting thereof held on August 7, 2018, at Board of Supervisors' Room, Inyo County Administrative Center at 224 North Edwards Street, Independence, CA.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

Clerk of the Board

BY: _____
Assistant Clerk of the Board



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2018-19

JULY 2018

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND ARTICLE
XIIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCI Consulting Group

4745 MANGELS BLVD

FAIRFIELD, CALIFORNIA 94534

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INTRODUCTION

The Owens Valley Mosquito Abatement Program (“OVMAP” or “Program”) was formed in 1985 within the County of Inyo (“County”) and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Independence and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP’s core services are summarized as follows:

1. Early detection of public health threats through comprehensive vector surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

In June of 1998, an assessment ballot proceeding for improved mosquito, vector and disease control services was conducted pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in July of 1998. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 70.9% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 1998-99 and to continue the assessment in future years.

The following is an outline of the primary Services that are funded by the Owens Valley Mosquito Abatement Program Assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases

- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

“Vector” means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature’s findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

(1) California's climate and topography support a wide diversity of biological organisms.

(2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.

(3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.

(4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.

(5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

(1) Individual protection against the vectorborne diseases is only partially effective.

(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.

(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.

(4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.

ASSESSMENT CONTINUATION

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the vector control services to be funded by the assessment (the "Services"), to establish the estimated costs for those services, to determine the special benefits and general benefits received by property from the services and to apportion the assessments to lots and parcels within the OVMAP based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2018-19, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was

initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIC and XIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. Finally, the Assessments are consistent with *Beutz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

THE SERVICES

The Owens Valley Mosquito Abatement Program, a division of the Inyo County Agricultural Department, provides mosquito abatement services to properties within the boundaries of the Mosquito Abatement Program.

The mosquito abatement/vector control services and environmental improvements undertaken by the Program and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the Program as defined in the Method of Assessment herein. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses. The cost of these services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the vector control program. (collectively "Services")

ESTIMATE OF COST

FIGURE 1
COST ESTIMATE

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Owens Valley Mosquito Abatement Program Assessment			
Estimate of Cost			
Fiscal Year 2018-19			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	370,661
Materials, Supplies, Equipment and Administration			100,007
Internal Charges and Operating Transfers			74,357
Facilities, Capital Equipment and Fixed Assets			1,300
Total Services and Operation			546,325
Less:			
OVMCDPA Assessment #2			(206,572)
Contribution from Other Sources			(146,206)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			193,547
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			11,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	204,547
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,631	\$ 20.80	\$ 200,325
Zone B	812	\$ 5.20	\$ 4,222
		\$	204,547

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$557,325 the District must contribute at least \$ 27,867 from sources other than the assessments. The District will contribute over \$146,206, which is well over the estimated general benefits.
2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Engineer's Report describes the benefits to be derived from the mosquito control services provided by the Program for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Owens Valley Mosquito Abatement Program.

The Owens Valley Mosquito Abatement Program consists of all Assessor Parcels within the boundaries of the Mosquito Abatement Program as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Owens Valley Mosquito Abatement Program over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments under Proposition 218, an engineer must determine and prepare a report concerning the amount of special and general benefit received by property within the assessment district or program as a result of the property related service or improvements provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of property in the Assessment District. These are special benefits to property in the Assessment District in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment District, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIII D Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

*"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."*²

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIII D of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

² Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.³

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

³ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito control services and that would be provided to property within the Program. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and “usability” of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁴ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁴ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁵

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁶

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the

⁵ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁶ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁷ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”¹

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁷ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”⁸

“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”⁹ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹⁰

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁸ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

⁹ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹⁰ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana. 11

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. 12

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic

¹¹ Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹² Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."¹³

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes¹⁴

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced

¹³ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf

¹⁴ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁵ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁶

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

¹⁵ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁶ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁷” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =
Benefit to Real Property Outside the Assessment District +
Benefit to Real Property Inside the Assessment District that is Indirect and Derivative +
Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special

¹⁷ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218's definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently are minimal mosquito and vector related services being provided to the Assessment District area that are not being funded by a benefit assessment. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district

boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁸ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.
 519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit
 6% portion of relative benefit that is received
 10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents
 Percentage of overall parcel equivalents = 31 / 10,994 = **0.28 %**

¹⁸ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Owens Valley Mosquito Abatement Program Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,570. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of

benefit is partially based the population density of parcels. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise an assessment exclusively for agricultural land was considered because the source of mosquitoes is generally located on such property. However, other types of property, such as residential and commercial, also derive the special benefit factors listed above from reduced mosquito populations that would otherwise fly to the property and/or to the inhabited community areas.

Moreover, a fixed or flat assessment was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site because the larger property generally has a larger coverage area and higher usage by employees, customers and guests that would benefit from reduced mosquito populations. This benefit ultimately flows to the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The Owens Valley Mosquito Abatement Program's mosquito control services are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A. Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Mosquito Abatement Program are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who do or could use the property who enjoy the benefits described above. Therefore, the opportunity to use and enjoy the area within the Program without the excessive bother or potential health hazards brought by mosquitoes is a special

benefit to properties in the Program. This benefit is related to the number of people who potentially live on, work at or otherwise use the property. In other words, the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of Inyo are depicted below. Using the average population density as basis for determining relative special benefit, Figure 3 lists the SFE factors for multi-family units and mobile home parcels. These benefit factors are deemed to be appropriate on a per unit basis for properties with up to eight residential units.

Properties with higher numbers of units generally receive higher benefits but at a lower relative additional benefit per unit because housing density and population density generally increases for larger parcels; therefore, the benefits from the Program are conferred over a smaller area for the average parcel population density in relation to the average area for a similar population density on other parcels in the Program. In other words, parcels with residential units in excess of eight generally have significantly higher concentrations of residents per acre than the average single family residential parcel. As a result, larger residential properties generally cover a much smaller area in comparison to single family residential properties with a similar population density. Since benefits are conferred over a smaller area, the benefit per additional unit is reduced. (The average population density per acre for larger multifamily residential property is over 3 times the average population density per acre for single family residential property. Therefore, the Engineer has deemed that the additional benefit for residential properties in excess of eight units is approximately 1/3 of the per unit rate based on population density exclusively. As a result, the benefit for multifamily residential and mobile home properties in excess of 8 units is determined to be 0.25 SFE per additional unit of any property type. This benefit apportionment methodology is summarized in Figure 3.

FIGURE 2

RESIDENTIAL ASSESSMENT FACTORS

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor 1st 8 Units</i>	<i>SFE Factor Addl. Units</i>
Single Family Residential	10,897	4,237	2.57	1.00	N/A
Multi-Family Residential	1,435	737	1.95	0.76	0.25
Mobile Home	5,053	2,390	2.11	0.82	0.25

Source: 1990 Census, Inyo County

* The SFE factor for multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home. These SFE factors are applied to the first 8 residential units on a property. Additional residential units over 8 units of a specific type are benefited at the rate of 0.25 SFE per additional unit.

COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit between single family residential property and the average commercial/industrial property. The average size of a parcel for a single family home in the Program areas is approximately 0.25 acres. Such residential property has an SFE value of 1.0. The average of size of a property with a single commercial business is 0.50 acres. Using the equivalence of benefit between the average single family residential property and commercial property, improved commercial and industrial parcels of 1/2 acre would also receive an SFE benefit factor of 1.0. Therefore, commercial and industrial parcels of less than one acre in size are assigned 0.50 SFE per quarter acre or portion thereof. Commercial and industrial parcels in excess of 1 acre generally involve uses that require more land area relative to the building area or improvements on the property. As a result, the benefit per additional acre is lower. For such properties, the first acre is assigned 2.0 SFE and land area in excess of 1 acre is assigned 1 SFE benefit unit per additional acre or portion of an acre thereof.

AGRICULTURAL AND OTHER LAND PROPERTIES

The benefits to be received from the mosquito control services include active benefits which are related to the use and enjoyment of the property and passive benefits which are related to the underlying land. An example of a passive benefit is enhancement of property value that will accrue to the land from reduced mosquito populations in the area. Examples of an active benefit factors are enhanced environment for residents, employees and guests, reduced nuisance value to livestock and reduced health risk to employees, residents, guests and livestock. Properties used for agriculture, mining, utility services, recreational purposes and other such land uses generally have a lower employee and resident density than residential and commercial properties. These parcels, therefore, receive lower benefits on a land area basis than residential or commercial property.

It was estimated that 1/5 of the benefits accrue to land and the remainder accrue to the improved use of the property. Since most residential properties are one acre or less in size, the benefit factor for agricultural and other land use-type properties is deemed to be 0.20 SFE per acre of land area. Moreover, agricultural and other land properties of large size typically do not have a population density from employees and guests that increases in correlation to property size. Therefore, the benefits to such properties are deemed to reach a maximum benefit of 2.0 SFE. Included in this category are recreational properties that are generally accessible to the public and are regularly used by customers and guests.

Residential parcels in excess of 1 acre are assessed at the land rate of 0.20 SFE per acre of land area for additional land area over 1 acre with a maximum SFE benefit factor for

additional land of 2.0 SFE. Any residential dwelling units on such land use-type properties are assessed at the residential rates specified previously.

OTHER PROPERTIES

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels, limited access open space parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors, and in accordance with the requirements of Proposition 218, the County of Inyo contracted with the undersigned Engineer of Work to prepare and file an annual Engineer's Report presenting an estimate of costs, a diagram for the assessment program, an assessment of the estimated costs of the Services, and the special and general benefit conferred thereby, upon all assessable parcels within the assessment program;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Supervisors of the County of Inyo, hereby makes the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the assessment program.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2018-19 is generally as follows:

FIGURE 3
SUMMARY COST ESTIMATE
Fiscal Year 2018-19

Mosquito Control Services	\$	370,661
Administration, Equipment and Charges		174,364
Incidentals & Reserves		12,300
Total Budget		557,325
Less:		
District Contribution & Current Rev.		(352,778)
Net Amount To Assessments	\$	204,547

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Owens Valley Mosquito Abatement Program. The distinctive number of each parcel or lot of land in Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Owens Valley Mosquito Abatement Program, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.


The assessment determination is made upon the parcels or lots of land within the Owens Valley Mosquito Abatement Program in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2018-19. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2018-19 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: July 19, 2018

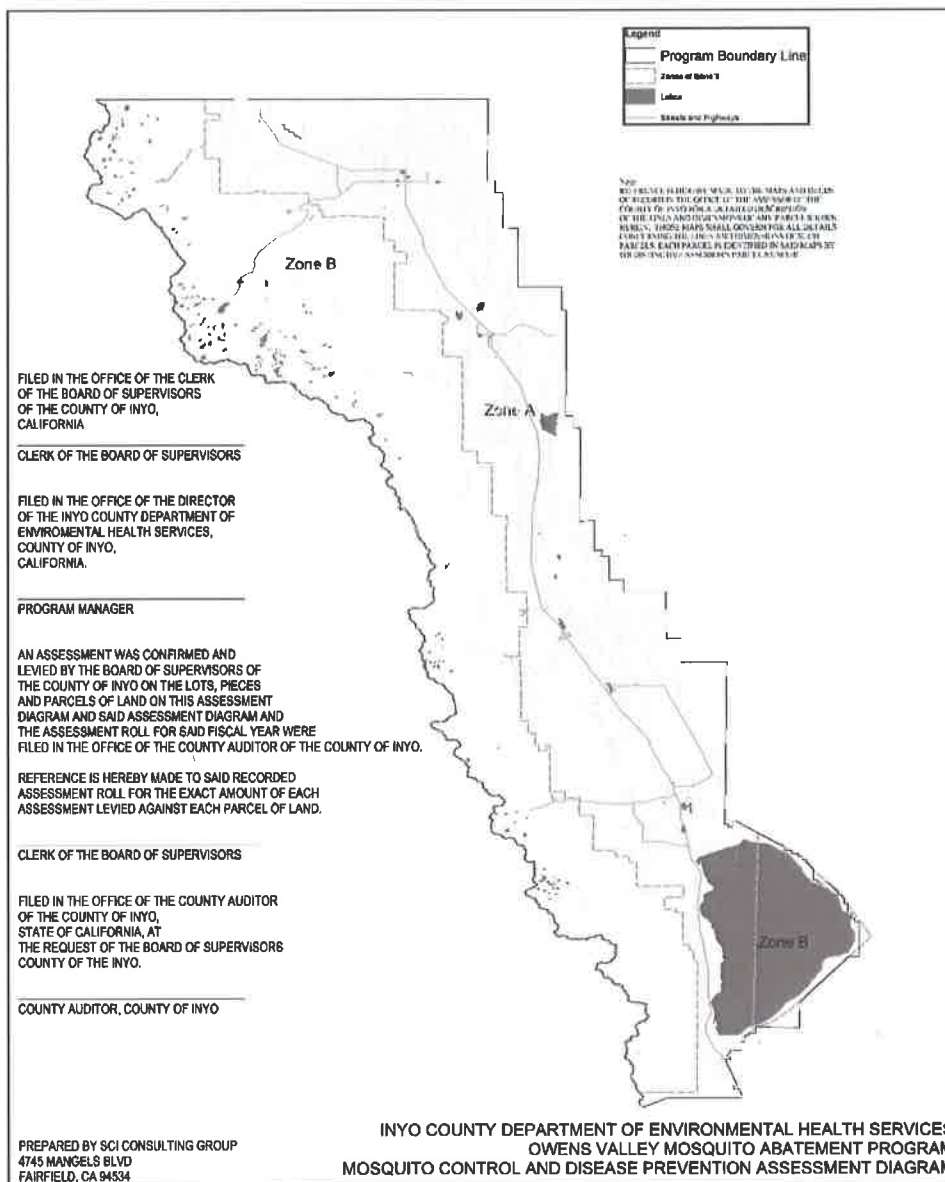
Engineer of Work

By 
John W. Bliss, License No. C052091



ASSESSMENT DIAGRAM

The Owens Valley Mosquito Abatement Program includes all properties within the boundaries of the Mosquito Abatement Program. The boundaries of the Owens Valley Mosquito Abatement Program and the zones of benefit are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FISCAL YEAR 2018-19

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



**OWENS VALLEY MOSQUITO ABATEMENT
PROGRAM**

COUNTY OF INYO

MOSQUITO CONTROL AND DISEASE PREVENTION ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2018-19

JULY 2018

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND ARTICLE
XIIID OF THE CALIFORNIA CONSTITUTION

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INTRODUCTION

The Owens Valley Mosquito Abatement Program (“OVMAP” or “Program”) exists within the County of Inyo (“County”) and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Big Pine, Independence, and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP’s core services are summarized as follows:

1. Early detection of public health threats through comprehensive mosquito surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

On March 8, 2005, the Inyo County Board of Supervisors authorized the initiation of proceedings for a proposed benefit assessment to provide local funding for improved mosquito, and disease prevention services. This assessment was named the “Mosquito Control and Disease Prevention Assessment (the “Assessment” or the “Assessment District”). In March of 2005, an assessment ballot proceeding was conducted pursuant to the requirements of Article XIID of the California Constitution (“The Taxpayer’s Right to Vote on Taxes Act”) and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in May of 2005. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 71.4% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 2005-06 and continue the assessment in future years. The authority granted by the ballot proceeding includes an annual adjustment in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

The following is an outline of the primary services and improvements that are funded by the mosquito and disease control assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases
- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

“Vector” means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature’s findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

- (1) California’s climate and topography support a wide diversity of biological organisms.
- (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
- (3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.
- (4) California’s connections to the wider national and international economies increase the transport of vectors and pathogens.
- (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.

(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.

(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.

(4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.

ASSESSMENT CONTINUATION

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the vector control services to be funded by the assessment (the "Services"), to establish the estimated costs for those services, to determine the special benefits and general benefits received by property from the services and to apportion the assessments to lots and parcels within the OVMAP based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2018-19, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article

XIIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIIC and XIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels. Finally, the Assessments are consistent with *Buetz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

GENERAL DESCRIPTION OF THE PROGRAM AND SERVICES

ABOUT THE MOSQUITO CONTROL PROGRAM

The Owens Valley Mosquito Abatement Program (OVMAP) operates within the County of Inyo Department of Agriculture and controls and monitors disease-carrying mosquitoes. The OVMAP protects the usefulness, desirability and livability of property and the inhabitants of property within jurisdictional area through the abatement of invertebrate vectors. In addition, the OVMAP regularly tests for diseases carried by mosquitoes and educates the property owners and the occupants of property in the Program's coverage area about how to protect themselves from diseases transmitted by mosquitoes.

There are currently approximately one fulltime Field Operations Supervisor, one Project Coordinator (50% time), one Field Technician (50% time, and four seasonal Field Technicians hired as needed. In addition to their scheduled duties, Field Technicians can respond to over 300 mosquito service requests from the public each year. These requests are handled by office staff or field technicians at the time of initial contact.

DESCRIPTION OF VECTOR CONTROL PROGRAM

The Assessment provides the additional funding to operate the program and expand the services provided in the Assessment District to an optimum level necessary to protect the usefulness, utility, desirability and livability of property within its jurisdictional area.

In addition to being nuisances by disrupting human activities and the use and enjoyment of public and private areas, certain insects and animals may transmit a number of diseases. The diseases of most concern are: Western Equine Encephalitis (WEE), St. Louis Encephalitis (SLE), West Nile Virus (WNV), and Malaria, which are all transmitted by mosquitoes.

The spread of these diseases is minimized through ongoing mosquito surveillance activities, source reduction, source treatment, abatement, and educational outreach. These efforts also minimize the nuisance impact mosquitoes can have on residents. To fulfill this purpose, the OVMAP may take any and all necessary steps to control, monitor and perform other related mosquito control services.

The assessment provides funding for the continuation and enhancement of the projects and programs for surveillance, prevention, abatement, and control of mosquitoes on property within the Owens Valley. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses (collectively "Services"). The cost of these Services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the mosquito

control program. It should be noted that additional funding for Services related to the Owens Valley Dry Lake and the Owens River project are provided by other sources.

SUMMARY OF SERVICES

The Services are further defined as follows:

- Response to mosquito problems on property in the Assessment District.
- Services and methods to control mosquito breeding in the Assessment District.
- Control of mosquito larvae in source breeding and hatching locations such as catch basins, industrial drains, agricultural sources, ditches, drain lines, vaults, wastewater treatment plants, under buildings, residences, horse troughs, freshwater marshes, creeks, and other sources on property in the Assessment District.
- Surveillance and data analysis of adult mosquito populations using Encephalitis Vector Survey (EVS), and BG-Sentinel traps to assess public health risks and allocate control efforts on property in the Assessment District.
- Monitoring for diseases carried and transmitted by mosquitoes and other arthropods, such as St Louis encephalitis, Western equine encephalitis and West Nile virus and other surveillance methods on property within the Assessment District.
- Testing of new mosquito control materials and investigation of their efficacy in the Assessment District.
- Education of residents on property within the Assessment District about the risks of diseases carried by mosquitoes and how to better protect themselves and their pets.
- Monitoring of new and emerging vectors such as the Asian Tiger Mosquito and new and emerging pathogens such as Zika virus.
- Education programs on mosquitoes and disease abatement and other outreach programs to educate property owners and the occupants of property within the Assessment District about mosquitoes, vectors and the diseases they can transmit.
- Distribution of printed material and brochures that describe what residents, employees and property owners in the Assessment District can do to keep their homes and property free of mosquitoes and other vectors.

The OVMAP protects the public from mosquito-borne disease and mosquito nuisance while protecting the environment, through a coordinated set of activities collectively known as the Integrated Vector Management Program (IVMP). For all vector species, public education is the primary control strategy. Next, the OVMAP determines the abundance of mosquitoes and the risk of mosquito-borne disease or discomfort through evaluation of public service requests and field and laboratory surveillance activities. If the populations exceed or are anticipated to exceed predetermined criteria, OVMAP staff will attempt to employ the most efficient, effective, and environmentally sensitive means of source control. Where feasible, physical control activities such as water management are instituted to reduce mosquito production. When these approaches are not effective or are otherwise inappropriate, biological control using natural materials and environmentally sensitive larvicides are used in the specific mosquito breeding location or pest-harboring areas.

MOSQUITO AND MOSQUITO-BORNE DISEASES IN INYO COUNTY

The OVMAP undertakes activities through its Integrated Vector Management Program to control the following vectors of disease and/ or discomfort within the OVMAP²:

Mosquitoes - Certain species of mosquitoes found in Inyo County can transmit Malaria, St. Louis Encephalitis, Western Equine Encephalomyelitis, West Nile Virus, and potentially other encephalitis viruses. While not all species of mosquitoes transmit disease, all species can cause human discomfort when the female mosquito bites to obtain blood. Reactions range from irritation in the area of the bite to severe allergic reactions or secondary infections resulting from scratching the irritated area. Additionally, an abundance of mosquitoes can cause economic losses, and loss of use or enjoyment of recreational, agricultural, or industrial areas.

Of the world's three thousand mosquito species, more than fifty live in California, and twenty-four have been identified in Inyo County. Continuous surveillance and special control efforts are aimed the most common species in the county. The primary species in the County are summarized as follows:

- Culiseta incidens
- Culiseta inornata

- Culex tarsalis
- Culex erythrothorax

- Aedes dorsalis
- Aedes melanimon
- Aedes nigromaculis
- Aedes increpitus
- Aedes sierrensis

- Anopheles franciscanus
- Anopheles freeborni

Most of the vectors mentioned above are extremely mobile and cause the greatest hazard or discomfort away from their breeding site. Each of these potential vectors has a unique life cycle, and most of them occupy different habitats. In order to effectively control these vectors, an integrated vector management program must be employed. OVMAP policy is to identify those species that are currently vectors, to recommend techniques for their prevention and control, and to anticipate and minimize any new interactions between vectors and humans.

² The improved mosquito and vector control and disease prevention services would materially increase the usefulness, utility, livability and desirability of properties in the Assessment District.

INTEGRATED PEST MANAGEMENT

As noted, the Program's Services address several types of vectors and share general principles and policies. These include the identification of vector problems; responsive actions to control existing populations of vectors, prevention of new sources of vectors from developing, and the management of habitat in order to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The OVMAP's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The Program employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys of immature and adult pest populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, public education is an important control strategy, and for some vectors (rodents, ticks) it is the Program's primary control method. In some situations, water management or other physical control activities (historically known as "source reduction" or "permanent control") can be instituted to reduce vector-breeding sites. The Program also uses biological control such as the planting of mosquitofish (in ornamental ponds, unused swimming pools and other standing water bodies). When these approaches are not effective or are otherwise inappropriate, natural materials that have been found to be environmentally safe are used to treat specific pest-producing or pest-harboring areas.

The following is a summary of the OVMAP's efforts to apply IPM to the vectors and issues outlined above.

MOSQUITOES

PERMANENT WATER MOSQUITOES

Risk assessment: historically, *Culex tarsalis* and *Culex erythrothorax* have been very abundant in the Owens Valley. The great vector potential of these species documented in other parts of the state suggests that they are principal mosquito threats. The threat of *Anopheles* as vectors is reduced by the absence of resident malaria pathogens in the area.

Culiseta, particularly *Culiseta Inornata*, are very widespread in the county, occurring in many kinds of habitats during most of the year. However, tests of their ability to transmit viral pathogens show them to be of little significance as vectors.

Surveillance: Surveillance of these mosquitoes is accomplished by a combination of methods. First, individual residents and property owners call the Program with complaints about bites or potential larval sites. Second, technicians and surveillance staff actively examine potential sites by sampling water, collecting larvae, and identifying the larvae to species. Finally, various traps (light traps, carbon dioxide baited traps) are used to identify species and general breeding locations.

During the warm months, additional temporary staff is hired to help inspect and treat catch basins throughout the County, particularly in the urbanized areas. Catch basins can produce *Culex Tarsalis* in great numbers at locations close to residences and businesses.

Viruses transmitted by permanent water mosquitoes are surveyed by testing the mosquito vectors, the avian reservoirs, and humans. Other viral tests of mosquitoes, birds, or mammals are performed by the California Department of Health Services. The Program has participated in the state-wide dead bird surveillance program for West Nile virus, responding to reports of dead birds from the public. These results are mapped using a Geographic Information System. Humans are tested by various laboratories, but the Program actively seeks data.

Control: The Program currently uses four main materials to kill permanent water larvae and mosquitoes. The toxin of the natural bacteria *Bacillus thuringiensis israelensis* (Bti) can be applied as either a liquid or a granule. This toxin must be eaten by larvae, restricting its use to the first through third instars. BTI has the tremendous advantage of specificity, only affecting mosquitoes and related groups of flies. The spores of *Bacillus sphaericus* (Bs) are also available for liquid spray or granular application. This product has the advantage over BTI of sometimes reproducing in the water, extending the life of its effectiveness. Bs is only effective against *Culex* and works well in highly polluted water. Methoprene is an analogue of a natural insect hormone that prevents successful development of larvae. It is available as a short-lived liquid and longer-acting granules and briquets. Finally, the Program uses a short life-cycle oil combined with surfactants (Golden Bear and Agnique MMS) in situations where the materials above will not work. Golden Bear and Agnique MMS the only materials available that is effective against pupae.

The Program uses the mosquito fish, *Gambusia affinis*, for biological control. These work particularly well during warm months in decorative ponds and swimming pools, but they are also used in surface water that does not connect with the watershed. The Program is prohibited from introducing these fish into watersheds, though many of the creeks are already populated by mosquito fish. Mosquito fish can be used in combination with BTI, Bs, and methoprene in a process sometimes referred to as Integrated Biological Control.

Monitoring: For the most part, monitoring is the continuation of surveillance activities. Technicians specifically check treatment sites to be sure that applications were successful. The surveillance section operates carbon-dioxide baited traps.

FLOODWATER MOSQUITOES

Risk assessment: The species remains the main nuisance threat in the area. Owens River oxbows can fill with water when river levels rise. Untreated water in the oxbows will produce huge numbers (up to 3 billion per acre) of floodwater mosquitoes that will migrate to lights at night. Lights at night are usually where people live, so these huge populations can severely impact communities adjacent to the Owens River. River oxbows can flood and produce mosquitoes anytime river levels rise above 450 cubic feet per minute during warm weather.

Surveillance: The Program has an annual program of quantitative surveillance of *Aedes melanimon* that consists of counted dips from habitats and counts of larvae by instar (the lifecycle stage between molts). The location and intensity of surveillance is guided by observation of rainfall and irrigation schedules, the sources of water for this species. This style of surveillance is necessary to time treatments of large areas. Surveillance for this species is one of the principal activities of technicians from March through October. *Aedes melanimon* requires alert attention to irrigation schedules in the summer followed by rapid inspection of sites. At summer temperatures, this species can complete development in a week. There is a risk of allowing emergence of this species between inspection visits to remote sites.

Monitoring: *Aedes melanimon* are aggressive day- and night-time biters. As a result, public complaints are an accurate assessment of the success or failure of treatments. Carbon-dioxide baited traps are also an effective means of monitoring the adults of these species.

DISEASE SURVEILLANCE

In addition to the nuisance of disrupting human activities and causing our environment to be uninhabitable, certain insects and animals may transmit a number of diseases. The diseases of most concern in Inyo County are WNV, St. Louis Encephalitis (SLE) and Western Equine Encephalomyelitis (WEE) transmitted by mosquitoes.

The Program has found mosquito and other potential vector sources scattered throughout the Owens Valley Area. All properties within the Program are within mosquito-flying range of one or more mosquito sources, and/or the normal travel range of one or more other vectors. Furthermore, the Program has long suffered from mosquitoes and other vectors and includes a large number of sources.

Mosquito populations are surveyed using a variety of field methods and traps. Surveillance is conducted in a manner based upon an equal spread of resources throughout the Program boundaries, focusing on areas of likely sources. Treatment strategies are based upon the results of the surveillance program, and are specifically designed for individual area. Small

volume mosquito “dippers” and direct observation are used to evaluate larval populations, and service requests from the public, field landing counts, and carbon dioxide baited traps are used to evaluate adult populations. The surveillance traps are located and spread throughout the Program in a balanced approach such that the traps measure mosquito levels throughout the Program.

Mosquito-borne diseases are surveyed using adult mosquitoes and potentially wild birds. The OVMAP is in compliance with the Animal Welfare Act (Reg. No.: 93-R-0457) as administered by the United States Department of Agriculture (USDA) for the well-being and safety of laboratory animals.

Adult mosquitoes are collected and tested for SLE, WNV and WEE virus infection. Collection is made with traps baited with carbon dioxide from compressed cylinders.

Surveillance will also be conducted to determine vector habitat (e.g., standing water) and the effectiveness of control operations. Inspections will be conducted using techniques with insignificant impacts on the environment. Staff routinely uses pre-existing accesses such as roadways, open areas, walkways, and trails. Vegetation management (i.e., pruning trees, clearing brush, and herbicide application) is conducted where overgrowth impedes safe access. All of these actions only result in a temporary/localized physical change to the environment with regeneration/regrowth occurring within a span of six to nine months.

In order to access various sites throughout the OVMAP for surveillance and for control, OVMAP staff utilizes specialized equipment such as light trucks and all-terrain vehicles. OVMAP policies on use of this equipment are designed to avoid environmental impact.

The OVMAP currently collects and tests dead birds for the presence of WNV, SLE and WEE virus infection.

EDUCATION

The primary goal of the OVMAP’s activities is to prevent mosquitoes from reaching public nuisance or disease thresholds by managing their habitat while protecting habitat values for their predators and other beneficial organisms. Mosquito prevention is accomplished through public education, including site-specific recommendations on water and land use, and by physical control (discussed in a later section).

The OVMAP’s education program teaches the people within the Program how to recognize, prevent, and suppress vector breeding and harborage on their property. This part of the OVMAP’s Services is accomplished through the distribution of brochures, fact sheets, and newsletters, participation in local fairs and events, presentations to community organizations, contact with Technicians in response to service requests, and public service announcements and news releases.

CONTROL OF MOSQUITOES

When a mosquito source produces mosquitoes above OVMAP treatment thresholds, the Mosquito Control Technician will generally work with the landowner or responsible agency to reduce the habitat value of the site for mosquitoes (“physical control”). If this is ineffective, the Technician will determine the best method of further treatment including biological control and/ or chemical control. The Program’s objective is to provide the properties a “Zone of Benefit” level of consistent mosquito and vector control such that all properties would benefit from equivalent reduced levels of mosquitoes and other vectors. Surveillance and monitoring are provided on a Program-wide basis. The Program, though, cannot predict where control measures will be applied because the type and location of control depends on the surveillance and monitoring results. However, the control thresholds and objectives are comparable throughout the Zone of Benefit.

▪ Physical Control

The OVMAP directs the property owner to manage mosquito habitat areas (“breeding sources”) within the Assessment District to reduce mosquito production. This may include removal of containers and debris, plant mosquito fish in standing water from unmaintained swimming pools and spas, direct property owners for the removal of vegetation or sediment, interrupting water flow, rotating stored water, pumping and/or filling sources, improving drainage and water circulation systems, breaching or repairing levees, and installing, improving, or removing culverts, and other water control structures in wetlands.

▪ Biological Control

The mosquitofish, *Gambusia affinis*, is the OVMAP’s primary biocontrol agent used against mosquitoes. Mosquitofish are not native to California, but have been widely established in the state since the early 1920’s, and now inhabit most natural and constructed water bodies. The OVMAP rears mosquitofish in large tanks and periodically uses nets to collect mosquitofish from natural water bodies located in the County. OVMAP technicians place mosquitofish only in man-made settings within the Assessment District where either previous surveillance has demonstrated a consistently high production of mosquitoes, or where current surveillance indicates that mosquito populations will likely exceed chemical control thresholds without prompt action. Mosquitofish are also made available to the people to control mosquito production only in artificial containers such as ornamental fishponds, water plant barrels, horse troughs, and abandoned swimming pools within the Assessment District.

- **Material Control**

Since many mosquito-breeding sources cannot be adequately controlled with physical control measures or mosquitofish, the OVMAP also uses natural biological materials and/or insecticides found to be harmless to the environment and approved by the Department of Agriculture and other environmental agencies to control mosquito production where observed mosquito production exceeds OVMAP thresholds. When field inspections indicate the presence of mosquito populations which meet OVMAP criteria for material control (including presence of disease, abundance, density, species composition, proximity to human settlements, water temperature, presence of predators, and others), OVMAP staff applies these materials to the site in strict accordance with the label instructions.

- **West Nile Virus Strategic Response Plan**

Inyo County's West Nile Virus Strategic Response Plan is comprised of the following five elements: Public Education, Surveillance, Mosquito Control, Response, and Remediation.

Education

The goal of this step is to educate and inform Inyo County residents about WNV specifically, and mosquito control generally. The methods used to achieve this goal include outreach materials in both English in Spanish, available through the web and other media; the implementation of an education campaign aimed at prevention and education rather than reaction and alarm; proactive press releases and media contact; and the establishment of the County of Inyo as the local resource regarding West Nile Virus.

Surveillance

In order to efficiently and accurately identify and monitor the onset, spread and risk of mosquito-borne diseases (including WNV) in the County of Inyo, technicians regularly trap and test mosquitoes in over 12 locations each week., as well as monitor over 200 known mosquito-breeding locations throughout the County. This monitoring may involve site visits or be in response to citizen inquiries or complaints. Breeding activity is verified by visual observation, trapping and/or larval collection from water sources using dipping equipment.

Mosquito Control

To effectively break the chain of events that lead to the spread of WNV, the most effective measures have been directed at the reduction of mosquitoes. As outlined in a previous section, the County employs an Integrated Pest Management (IPM) approach that uses physical, biological and chemical control measures.

Response

The WNV Strategic Response Plan is based on conditions established by the California Department of Health Services (CDHS) California Mosquito-borne Virus Response Plan and the Centers for Disease Control (CDC) that exist at three response levels identified as normal season, emergency planning, and epidemics of WNV.

Remediation

In order to achieve the county's goal of reducing or eliminating mosquito breeding locations countywide by attaining compliance with existing regulatory requirements, OVMAP will seek voluntary compliance in all cases. In the event that voluntary compliance cannot be attained, the OVMAP will work with property owners, public agencies and municipalities to ensure appropriate remediation to protect public health.

OVMAP ANNUAL SUMMARY 2017

- Made planned staff changes to improve flexibility and efficiency. Staff now include one fulltime Field Operations Supervisor, one Project Coordinator (50% time), one Field Technician (50% time, and four seasonal Field Technicians hired as needed.
- Performed regular and routine trapping at twenty sites in our district from Cartago to Mammoth Lakes. This information is used to determine types and abundance of adult female mosquitoes; success or failure of nearby treatment to control mosquitoes and for disease testing when most competent species is collected in large quantities.
- Set and maintained four surveillance traps to monitor for invasive mosquitoes. These traps are placed from Lone Pine to Bishop. No invasive mosquito species were found.
- Performed 94 adulticiding applications throughout the district.
- Performed 844 mosquito larvicide applications to control mosquitoes before they became adult biting insects.
- Attended and completed continuing education to maintain State of California Vector Technician certification. A total of four staff members now hold current Vector Control Technician certification cards. Two of these staff members received certification for the first time in 2017.
- Performed public outreach throughout the year, including personal contact, such as manning a booth at the Tri-county Fair and through social media such as Facebook
- Fulfilled contract with Mammoth Lakes Mosquito Abatement District as a full service contractor for all mosquito control duties of a district.
- Performed maintenance of our fleet of nine ATV's; one side by side; one track vehicle; five adulticide vehicles and nine pick-up trucks.

ESTIMATE OF COST

FIGURE 1
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
Mosquito Control and Disease Prevention Assessment
Estimate of Cost
Fiscal Year 2018-19

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Mosquito Control and Disease Prevention Assessment			
Estimate of Cost			
Fiscal Year 2018-19			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	370,661
Materials, Supplies, Equipment and Administration			100,007
Internal Charges and Operating Transfers			74,357
Facilities, Capital Equipment and Fixed Assets			1,300
Total Services and Operation			546,325
Less:			
OVMAP Assessment # 1			(204,547)
Contribution from Other Sources			(146,206)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			195,572
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			11,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	206,572
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,122	\$ 24.94	\$ 202,563
Zone B	643	\$ 6.24	\$ 4,009
			\$ 206,572

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$557,325 the District must contribute at least \$ 27,867 from sources other than the assessments. The District will contribute over \$146,206, which is well over the estimated general benefits.
2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Report describes the benefits to be derived from the Services provided by the OVMAP for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Mosquito Abatement Program Assessment District.

The Mosquito Abatement Assessment area consists of all Assessor Parcels as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments, under Proposition 218 an engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the County as a result of the improvements or services provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIII D of the California Constitution has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and

usability of property in the Assessment District. These are special benefits to property in the Assessment District in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment District, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."³

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

³ Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.⁴

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito, vector and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

⁴ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito and vector control services and that would be provided to property within the Assessment District. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and “usability” of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁵ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁵ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁶

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁷

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the

⁶ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁷ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁸ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”ⁱ

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁸ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”⁹

“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”¹⁰ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹¹

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁹ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

¹⁰ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹¹ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

▪ **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.*¹²

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection.*¹³

¹² Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹³ Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."¹⁴

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes¹⁵

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

¹⁴ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf

¹⁵ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁶ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁷

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VS. SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits

¹⁶ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁷ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁸” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =

¹⁸ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

Benefit to Real Property Outside the Assessment District
 + Benefit to Real Property Inside the Assessment District that is Indirect and Derivative
 + Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently is minimal mosquito and vector related services being provided to the Assessment District area that are not funded by benefit assessments. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁹ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

¹⁹ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit

6% portion of relative benefit that is received

10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents

Percentage of overall parcel equivalents = 31 / 10,994 = **0.28 %**

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to

separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,401. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of benefit is partially based the population density of parcels. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all

residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously. An assessment primarily for the properties with sources of mosquitoes was considered but deemed inappropriate because these properties often have limited economic value and because mosquitoes typically fly from their source breeding locations to places occupied by people and animals. Furthermore, even urban residential properties can and do generate their own, often significant, populations of mosquito and vector organisms.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that would benefit from reduced mosquito and vector populations, as well as the reduced threat from diseases carried by mosquitoes and other vectors. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The OVMAP's mosquito and disease control programs, projects and services that will be funded by the Mosquito and Disease Control Assessment are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A.ⁱⁱ Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

The special benefits derived from the Assessment are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. Therefore, the opportunity to use and enjoy the region within the Assessment District without the excessive nuisance, diminished “livability” or the potential health hazards brought by mosquitoes, vectors, and the diseases they carry is a special benefit to properties in the County. This benefit is related to the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits

by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.ⁱⁱⁱ

In order to apportion the cost of the Services to property, each property in the Assessment District is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on an average sized residential parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

The calculation of the special benefit apportionment and relative benefit to properties in the Assessment District from the Services is summarized in the following equation:

$$\text{Special Benefit (per property)} = \frac{\sum (\text{Special Benefits})^*}{\sum (\text{Property Specific attributes such as use, property type, size, as well as vector-specific attributes such as destination potential and population potential})}$$

RESIDENTIAL PROPERTIES

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

Single family residential properties in excess of one acre receive additional benefit relative to a single family home up to one acre, because the larger parcels provide more area for mosquito sources and OVMAP vector services. Therefore, such larger parcels receive additional benefits relative to a single family home on less than one acre and are assigned 1.0 SFE for the residential unit and an additional rate equal to the agricultural rate described below of 0.002 SFE per one-quarter acre of land area in excess of one acre. Mobile home parcels on a separate parcel and in excess of one acre also receive this additional acreage rate.

Other types of properties with residential units, such as agricultural properties, are assigned the residential SFE rates for the dwelling units on the property and are assigned additional SFE benefit units for the agricultural-use land area on the property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties, along with condominiums, benefit from the services and improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in each property, and the average size of each property in relation to a single family home in Inyo County. This Report analyzed Inyo County population density factors from the 2000 US Census as well as average dwelling unit size for each property type. After determining the Population Density Factor and Square Footage Factor for each property type, an SFE rate is generated for each residential property structure, as indicated in Figure 3 below.

The SFE factor of 0.48 per dwelling unit for multifamily residential properties applies to such properties with two to four units (duplex, triplex, fourplex). The SFE factor for multifamily properties with five to twenty units is 0.36 per unit. Properties in excess of 20 units typically offer on-site management, monitoring and other control services that tend to offset some of the benefits provided by the Program. Therefore the benefit for properties in excess of 5 units is determined to be 0.36 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

FIGURE 2
INYO COUNTY RESIDENTIAL ASSESSMENT FACTORS

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	Proposed Rate
Single Family Residential	11,326	4,670	2.43	1.00	1.00	1.00
Condominium	363	176	2.06	0.85	0.70	0.60
Duplex, Triplex, Fourplex	786	330	2.38	0.98	0.49	0.48
Multi-Family Residential, 5+ Units	752	400	1.88	0.78	0.47	0.36
Mobile Home on Separate Lot	4,516	2,079	2.17	0.90	0.45	0.40

Source: 2000 Census, Inyo County and property dwelling size information from the Inyo County Assessor data and other sources.

COMMERCIAL/INDUSTRIAL PROPERTIES

Commercial and industrial properties receive similar benefits from the Services as single family homes because employees and customers of such properties benefit similarly to residents from reduced mosquito and disease risk. However, commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a relative measure of benefits, since residents and employees also provide a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in Inyo County is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 4, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate. Figure 4 lists the benefit assessment factors for business properties.

AGRICULTURAL, RANGELAND, GOLF AND CEMETERY PROPERTIES

Utilizing research and agricultural employment reports from UC Davis and the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 3.0 for golf courses, 0.01 for rangelands and timber and 1.2 for cemeteries. Since these properties typically are a source of mosquitoes and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial properties. The SFE factors per 0.25 acres of land area are shown in the following Figure 4.

FIGURE 3

Commercial/Industrial Benefit Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	
Golf Course	3.00	0.13	
Cemetery	1.20	0.05	
Agriculture	0.05	0.002	
Rangelands/Timber	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at

a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the County of Inyo found that 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

OTHER PROPERTIES

Article XIIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

APPEALS AND INTERPRETATION

Any property owner, who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current Fiscal Year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized

to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for a benefit assessment Program, an assessment of the estimated costs of Services, and the special and general benefit conferred thereby upon all assessable parcels within Owen Valley Mosquito Abatement Program – Mosquito and Disease Control Assessment;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under Article XIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the Board of Supervisors of Inyo County, hereby make the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito Control and Disease Prevention Assessment.

The amount to be paid for the services and improvements and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2018-19 is generally as follows:

Figure 4

**SUMMARY COST ESTIMATE
FISCAL YEAR 2018-19 BUDGET**

Mosquito Control Services	\$	370,661
Administration, Equipment and Charges		174,364
Incidentals & Reserves		12,300
Total Budget		557,325
Less:		
District Contribution & Current Rev.		(350,753)
Net Amount To Assessments	\$	206,572

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment Program. The distinctive number of each parcel or lot of land in the Assessment Program is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Mosquito Control and Disease Prevention Assessment, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment determination is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The assessment is subject to an annual adjustment tied to the Consumer Price Index for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. The assessment rate per single family equivalent benefit unit for the Mosquito Abatement Program Assessment may increase in future years by an amount equal to the annual change in the CPI, not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

The change in the CPI from December 2016 to December 2017 was 3.61% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the maximum authorized assessment rate for fiscal year 2018-19 can be increased by 3.00% which equates to \$24.94 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2018-19 at the rate of \$24.94 for Zone A and \$6.24 for Zone B, which is the maximum authorized assessment rate.

The assessment may be continued annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are continued at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

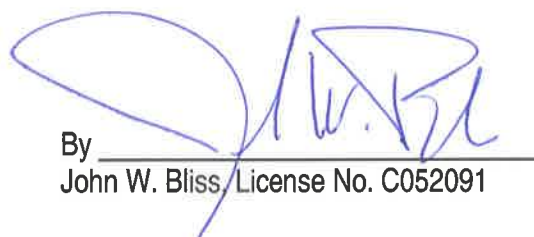
If property owners, in an assessment ballot proceeding, approve the initial assessment including the CPI adjustment schedule, the assessment may be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2018-19. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Assessor of the County of Inyo

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2018-19 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: July 19, 2018

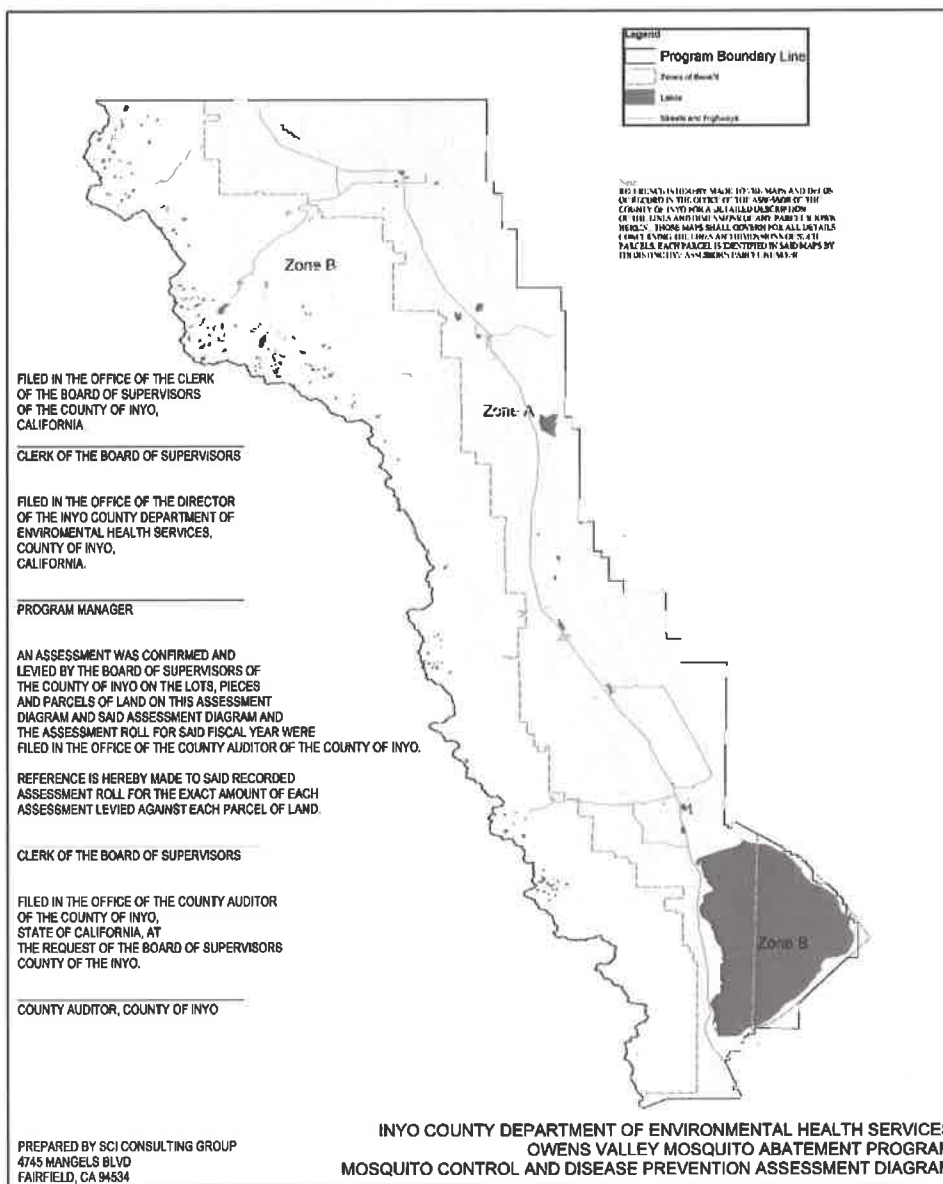
Engineer of Work


By _____
John W. Bliss, License No. C052091



ASSESSMENT DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FY 2018-19

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

END NOTES

- i . Assembly Concurrent Resolution 52, chaptered April 1, 2003
- ii . In addition to benefits based on the level of service, parcels in Zone B receive benefits from a mosquito reduced environment in the town/shopping areas of the Program, which are mainly located in Zone A.
- iii . It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 49
--

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Kevin Carunchio, County Administrator
By: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Review update of Inyo County's Legislative Platform

DEPARTMENTAL RECOMMENDATION:

Request Board review the County's current Legislative Platform and direct any desired changes, additions, or deletions.

SUMMARY DISCUSSION:

More than 20 years ago, the Inyo County Board of Supervisors adopted a County Legislative Platform. Since then, and until 2014, the Board of Supervisors reviewed and updated its Legislative Platform on first an annual and eventually a two-year cycle and, in the interim, took formal action to make changes to the Platform as needed on a case by case basis. However, while the Board has suggested items to add to the Legislative Platform at the time of the next annual review and adoption, the Legislative Platform has not been reviewed and/or adopted by the Board since January 2014.

On June 26, your Board approved a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The minimum Scope of Work for the contract calls for The Ferguson Group to review and provide input to inform the development of the County's annual Legislative Platform. With that in mind, now would be an ideal time for the Board to review the Legislative Platform, making desired changes, additions, or deletions, in order to provide The Ferguson Group an up-to-date document to work with when it begins working with your Board on August 21st to identify the County's Federal funding and legislative priorities. Following the August 21st meeting, a representative from The Ferguson Group will return before your Board in September with recommendations on which of the Board of Supervisors' funding and legislative priorities best align with the Federal funding and legislative agenda.

The attached Legislative Platform was adopted in January 2014. Areas highlighted in yellow are items the Board has mentioned for possible inclusion as part of the next annual update.

The purpose for establishing a Legislative Platform is to:

1. Identify the most important legislative issues for the County.
2. Allow your Board to establish broad legislative parameters which, in turn, provides direction to staff as they review and analyze legislation in the new Legislative Session.
3. Provide a vehicle to convey the County's legislative priorities to our Legislators, the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC).
4. Establish broad and actionable policy direction for staff to respond to legislative bills, proposals and/or initiatives quickly as necessary.

The Legislative Platform provides direction in the following categories, as well as specific criteria from several departments:

1. Budget and Fiscal
2. General Government
3. Health and Social Services
4. Transportation and Public Works
5. Resources and Environment
6. Planning and Land Use
7. Law & Justice

Additionally, throughout the year, as new legislation is introduced and/or items and issues become a priority, the Board has the opportunity to consider those specific items for inclusion in the Platform by a vote of the Board, or during the next annual update.

ALTERNATIVES:

Your Board can modify, add to and/or delete from the Platform as presented, or not conduct a review of a Legislative Platform for Inyo County. This latter alternative is not recommended because it should be updated prior to The Ferguson Group reviewing it for alignment with the Federal agenda.

Your Board could also dispense with the County Legislative Platform, however, this is not recommended. The Platform provides staff with direction to review and analyze legislation before presentation to your Board for a support/oppose position, and act on matters contained in the Platform if there is not time to bring them before your Board. In addition, the Platform identifies the legislative issues, which are, at the present time, the most important to the County, and will be a valuable guide for the Federal Advocacy Services consultants now under contract with the County.

OTHER AGENCY INVOLVEMENT:

In addition to your Board, The Ferguson Group will also be scheduling meetings with Department Heads when they are here later this month to gather information on federal funding needs.

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 08/01/18

INYO COUNTY'S LEGISLATIVE PLATFORM

(The positions reflected in the Inyo County Legislative Platform applies to not only legislation but extends to rules, regulations and guidelines established by other governmental agencies.)

SPECIFIC LEGISLATIVE PROPOSALS

1. AGRICULTURAL

Support - Continued funding of weed management programs.

Support - Authority for USDA to set up cooperative agreements with states for pest exclusion programs.

Support - Control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.

Oppose – Efforts by State agencies to usurp Agricultural Commissioners permitting authority for the spraying of pesticides on irrigated lands.

Oppose efforts to ban the use of rodenticide in California.

2. CHILD SUPPORT

Oppose – Any recommendations that would reduce Federal financial participation in child support.

3. HEALTH AND HUMAN SERVICES

Watch - State and Federal health care reform proposals with fiscal impacts to the County and private employers.

Oppose legislation, which will mandate employee benefits and salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.

Support NACo proposal to request the U.S. Department of Health and Human Services consider a new Medicaid waiver for county jail inmates.

4. PROBATION

Support legislation, which protects and enhances State funding of Probation programs.

Support legislation, which improves and provides funding for educational opportunities at the Juvenile facility.

Support legislation, which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.

Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

BUDGET AND FISCAL

1. **Support** legislation requiring the State to provide full cost reimbursement to counties for all mandated programs.
2. **Support** legislation that requires that a secure and dedicated funding stream be identified prior to the adoption of any legislation placing additional mandates on local government.
3. **Support** legislation that would prohibit the State from mandating that a county participate in a project without the consent of the Board of Supervisors.
4. **Support** legislation to stabilize local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of State-mandated programs.
5. **Oppose** legislation that would establish maintenance of effort requirements when it usurps the County's discretion over programs and expenditures.
6. **Oppose** efforts by the State and Federal Governments to reduce funding of programs or other traditional State and Federal funding streams by mandating, legislating, redirecting or strongly encouraging the use of local discretionary funding such as, but not limited to, Children and Families Commission.
7. **Support** legislation that will continue Secure Rural Schools and Community Self-Determination Act beyond the current authorization.
8. **Support** legislation to provide increased flexibility to local government to raise revenue within its jurisdiction.
9. **Support** State and Federal legislation that restores or enhances, royalty payments, and or the ability of local government to receive revenue from renewable energy projects sited within the local jurisdictions.
10. **Support** legislation that reaffirms a County's discretion in and ability to collect taxes on the siting, development and operation of commercial scale and larger renewable energy projects.

GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of California.
2. **Support** legislation that raises standards of required training for elected department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
4. **Support** legislative efforts to provide funding for new construction, remodeling and renovation as well as to offset operating costs for local library facilities through bond measures and/or other funding methods.
5. **Support** full funding of the Public Library Fund in future budgets.

6. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.
7. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over collective bargaining and employer-employee relations.
8. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over the allocation of funds through the budget process.
9. **Support** legislation that reimburses counties for special election costs and for costs associated with electronic voting machines.
10. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
11. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
12. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
13. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
14. **Oppose** legislation that is unduly burdensome to private industry.
15. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
16. **Support** protection of funding discretion and use bond funds.
17. **Oppose** efforts by Federal and State government to adversely impact Volunteer Fire Departments, including EMT services.
18. **Support** broadband and other technology advancements, i.e., Digital 395 Project.
19. **Support** legislation that mitigates the impacts of natural or man made disasters on local governments and local property owners.
20. **Support** legislation that would allow "a contracting agency and the exclusive representative of employees of that agency may agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892" and any other legislation that will permit the County to take advantage of a multi-tier benefit package through PERS.
21. **Support** legislation that relieves the counties of monitoring, collecting, transmitting, and reporting State tax withholding for vendor payments. (added by Board Order 11/1/2011)
22. **Oppose** legislation that minimizes, restricts and/or eliminates real property rights of private citizens. (Added by Board Order 5-1-12)
22. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., CSAC, RCRC, State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)

23. **Oppose** legislation that increases the County's exposure to litigation.
24. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
25. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.

HEALTH & SOCIAL SERVICES

1. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
2. **Support** blended funding across human service programs, i.e. non-categorical.
3. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
4. **Support** legislation that protects the physical, emotional and mental health of children and youth; promotes their educational development, and ensures the availability of support services for juveniles.
5. **Support** increased allocation of subsidized childcare funding.
6. **Support** legislation that provides increased or reinstates funding and/or programs to handle the increasing need for service for older adults, i.e. Adult Protective Services, In-Home Supportive Services (IHSS), etc.
7. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug treatment.
8. **Monitor** the CMSP program and support efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties.
9. **Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.
10. **Monitor** closely and cautiously any legislative efforts/initiatives regarding State and Federal Healthcare Reform.
11. **Support** legislation efforts, including State organizations, that protect counties from, and provide reimbursement to counties for, additional expenses associated with State dispersal of prisoners and State Prison reform.
12. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines, and/or reduces the administrative costs of Health and Human Services Programs.

TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
 - Provides revenues without affecting funding sources of other county projects;
 - Continues Federal funding efforts for local transportation projects;

- Reaffirms and continues State responsibility for highway financing.
 - Returns lost maintenance and construction funds for local roads.
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
 3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
 4. **Support** State and Federal legislation efforts that benefit our local airports.
 5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
 6. **Support** legislation that enhances counties ability to designate appropriate uses of county roads.

RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Support** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county, the state and the nation.
3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and state funding for the purpose of managing watersheds et al.
5. **Support** legislation and/or state and or federal budget efforts to continue to provide funding for toxic weed management.
6. **Support** legislation that preserves local authority under RS2477 to protect public roads.
7. **Support** legislation to repeal and/or provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375.
8. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
9. **Oppose** Federal or State activities limiting public access to public lands.
10. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
11. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

12. **Support** legislation, which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of AB32.
13. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
14. **Watch** efforts to create additional or expand existing wilderness designations in the County.
15. **Oppose** efforts by Federal and State government to increase fees **for** and reduce and/or eliminate fire protection services on public lands.
16. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
17. **Oppose** any legislation that could negatively impact outdoor recreation including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.
18. **Support** efforts to repeal SRA fees and repeal prohibition on sub-divisions outside of fire districts.
19. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
20. **Oppose** legislation that makes CEQA requirements more burdensome and provides for less public notification in the county where the projects are located.
21. **Support** legislation, such as the Wildfire Budgeting, Response, and Forest Management Act of 2016, that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.

PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.
2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation, which reduces and/or eliminates State Requirements regarding the General Plan and its updates.
5. **Oppose** legislation, which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
7. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

authority to determine the highest and best use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.

9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that streamlines the CEQA/NEPA process for the Digital 395 Project.

LAW & JUSTICE

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of illegal Methamphetamine production.
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offence including traffic fines for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State Criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing Options (i.e., wobblers), without corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.
7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
8. **Support** efforts to increase funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.

#51



INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT McMURTRIE
JOE PECSI

ALTERNATE MEMBER
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

July 9, 2018

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At their June 21, 2018 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors approve a \$1,500 expenditure from the FY 2018-2019 Fine Fund Budget to the Wildcare Eastern Sierra (formerly the Eastern Sierra Wildlife Care) for the rehabilitation of injured and orphaned wildlife.

Attached is the Agenda for the June 21, 2018 meeting which includes the request and back-up documentation from Eastern Sierra Wildlife Care. Also included is the draft of the minutes of the meeting June 21, 2018 meeting.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



INYO COUNTY
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
JOE PECSI
LARRY MCINTOSH
GARRETT MCMURTRIE
STEVE IVEY

ALTERNATE
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

MEETING AGENDA

June 21, 2018

2:30 p.m.

Conference Room at California Fish and Wildlife Offices
787 North Main Street, Suite 220, Bishop, California

1. **PLEDGE OF ALLEGIENCE**
2. **ROLL-CALL** – The Commission will take a roll-call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **ACTION ITEM - MINUTE APPROVAL** – Request approval of Minutes of the May 17, 2018 Commission Meeting.
6. **PRESENTATION** – Ms. Janet Barth will make a presentation to introduce the Tangle Free Waters Program to reduce and remove fishing line from Eastern Sierra waterways.
7. **ACTION ITEM** – Ms. Cindy Kamler of Wildcare Eastern Sierra is requesting approval of a \$2,500 fine fund expenditure to assist with the rehabilitation of injured and orphaned wildlife for Fiscal Year 2018-2019.
8. **DEPARTMENT OF FISH AND WILDLIFE AND OTHER STATE AND FEDERAL AGENCIES REPORTS** – representative(s) of the California Department of Fish and Wildlife and other State and Federal Agencies will update the Commission on Department activities and projects.
9. **COMMISSION MEMBER REPORTS** - No action to be taken with regard to reports from Commission Members.
10. **NEXT MEETING – ACTION ITEM** - the Commission will confirm July 19, 2018 for the next Commission Meeting.
11. **ADJOURNMENT**



DATE: June 10, 2018

To: Inyo County Fish and Wildlife Commission
Inyo County Board of Supervisors

Dear Friends:

Since our inception, funding from the Fish and Wildlife Propagation Fund has enabled Wildcare Eastern Sierra (formerly Eastern Sierra Wildlife Care) to provide assistance and rehabilitation for close to 7,000 wild birds, mammals and reptiles—animals that residents, visitors, and agencies bring to us for help.

We are grateful for your on-going support.

We are seeking approval of an allocation of funds to help Wildcare Eastern Sierra continue to fulfill our mission of rehabilitating injured, orphaned and sick wildlife; in particular, to help us meet some of the costs of direct animal care: food, care supplies, medicine and medical supplies, and maintenance of our facilities.

**WILDCARE EASTERN SIERRA REQUESTS
FUNDING FROM THE FISH AND WILDLIFE PROPAGATION FUND
("FINE FUND")
IN THE AMOUNT OF
\$2,500.00
TO AID OUR WORK OF REHABILITATING INJURED AND ORPHANED WILDLIFE
FISCAL YEAR 2018-2019**

With gratitude and appreciation,

A handwritten signature in cursive script that reads "Cindy Kamler".

Cindy Kamler, Director

Wildcare Eastern Sierra

ORGANIZATIONAL UPDATE 2017-18

Wildcare Eastern Sierra is available 7 days a week, 365 days a year, to respond to calls for help. Emergency phone calls are fielded 12-16 hours each day. (When the Center is not staffed, on-call volunteers check for emergency calls after hours.)

WES responds to calls from all parts of Inyo County (Bishop, Big Pine, Lone Pine, Olancho and Cartago, Keeler and Death Valley. In Mono County: Sunnyslopes, Crowley, Mammoth, Chalfant, Hammil, Benton, Lee Vining, Bridgeport, Walker, and Coleville as well as remote areas of the county including the tablelands, resorts outside of Mammoth and June, and along Hwy.120 between Crowley and Benton.

REHABILITATION: The number of wild birds and mammals brought to Wildcare Eastern Sierra annually averages about 435 yearly, with a total of more than 6,000 since our inception.

Hands-on animal care is labor-intensive—requiring more than 30 work-hours each 12-hour-day at the center during the baby season; work hours drop during the “winter” season. Foster care (in-home), rescue, pickup and transport hours bring total animal care hours to more than 8,000 each year. Administrative duties, raising money to pay for food, medicine and housing, and our education and outreach programs require many more hours.

Admissions: In 2017-18, nearly 450 patients were admitted; 78 bird species (several were seen for the first time), 14 mammal species and 2 reptile species. Reasons for admission include: struck by vehicle, flying into windows, caught in barbed wire or fishing line, caught by cat or dog, fallen from nest, emaciation, poison (mostly rodenticide poisoning), hit by rocks or shot illegally.

Mammals from Inyo County included Western Gray Squirrels, California Ground Squirrels, White-tailed Antelope Ground Squirrels, Cottontails, Jackrabbits, Raccoons, Skunks, Coyote, Elk, and Mule Deer (we do not handle the latter ones, but respond to calls of concern, and coordinate with Fish and Wildlife.)

Birds from Inyo County included songbirds, hummingbirds, corvids, water birds, and raptors. Raptor species included Great Horned and Barn Owls; Swainson's, Red-tailed, Cooper's, Sharp-shinned Hawks, and Golden Eagles.



Volunteers: Our trained and committed volunteers (more than a dozen from Mono) who rescue, pickup and transport our animal patients, provide direct animal care and help with education programs and fund-raising. They build new cages and repair and maintain the facilities. (Several volunteers have been with ESWC more than 17 years.)

EDUCATION: Our educational outreach includes presentations, classes, mailings to community businesses, organizations and agencies, counseling people with wildlife problems, volunteer training, in-service training for staff, and much more.

Presentations: In 2016-17, we gave 28 presentations to schools, libraries, outdoor education centers, and the Bishop and Big Pine Paiute-Shoshone reservations. Our education programs reached 1,500 students through presentations to schools and community events: Benton School, the Bernasconi Outdoor Education program, The Banff Film Festival, Paiute-Shoshone Earth Day, Earth Day Bishop City Park, Bishop Elementary, Wild Spirits, and Round Valley School.

Training Classes: Our annual new volunteer orientation and hands-on training for new animal care volunteers was well attended and we give advanced training classes for active animal care volunteers (as required by CDFW).

“Living with Wildlife” calls: 225 [60% from Inyo County] (Callers asking for advice on problems such as raccoons under their house, sick birds at their feeder, preventing birds hitting windows, etc.)

Community Service: ESWC responded to calls from Inyo County area agencies such as Inyo County Sheriff, Inyo County Animal Services, Bishop Police Department, USFS, Caltrans, SCE, LADWP. Other calls come from individuals (residents and visitors), resorts, pack stations, schools, Chambers of Commerce, parks, feed and pet stores, and veterinarians. An annual mailing provides them with information on rescue and rehabilitation and Federal and State law regarding wildlife.

We have developed excellent working relationships with Inyo County Sheriff and Animal Services and the Bishop Police Department.

Outreach: We are focusing primarily on the issue of rodenticides and fishing line.

Internship Program: During our busy baby season (12 hours a day, seven days a week, from May to September), we offer internship opportunities to high school graduates and college students who want to work in a field related to their interests, obtain community service hours or, in some cases, scholarships. Some of our interns are older people who are seeking to change to an animal-related career. About 40% of our past interns are now working in animal-related fields or pursuing higher education in such fields.

OTHER:

Funding: As we all know, prices continue to rise increasing ESWC's costs for rehabilitation and education efforts. We receive donations from hundreds of individuals—mostly locals or visitors who called on us for help— as well as local businesses and organizations, and foundations. Grants from Metabolic Studio, The Branson Foundation, Dave and Roma McCoy Foundation, Southern California Edison, Alta One, LADWP, The Rose Foundation, The Strong Foundation—as well as Mono Fisheries and Inyo Fish and Wildlife Propagation Fund—all help us meet our budget needs.

Other monies are generated by ESWC fundraising activities such as our annual Wild Spirits celebration, our Fly-Away cans, direct mail campaign, and other activities.

Public Relations: Through newspapers, radio and television, our website, Facebook, and other social media, we spread the word about the work of ESWC, educate the public about the problems faced by wildlife, and promote appreciation of and respect for native wildlife and the environment

FISH AND WILDLIFE COMMISSION
MINUTES
June 21, 2018 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., June 21, 2018, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Joe Pecsí, Steve Ivey and Alternate John Fredrickson. Commissioners Garrett McMurtrie and Larry McIntosh were absent.

Public Comment: The Chairperson announced the public comment period. There was no public wishing to address the Commission.

Action Item - Approval of Minutes: Moved by Commissioner Pecsí and seconded by Commissioner Ivey to approve the minutes of the May 17, 2018 Commission Meeting. Motion carried unanimously, with Commissioners Brown, Pecsí, Ivey and Fredrickson voting yes, and with Commissioners McIntosh and McMurtrie absent.

Financial Report: The Secretary reviewed the Fine Fund and Fish and Wildlife Commission financial information with the Commission.

Action Item – Legislation: The Chairperson asked if there was any current legislation to be discussed. No discussion was forthcoming, but it was noted that the following bills are being reviewed by lawmakers: AB 2151, AB 3, AB 986, AB 2670, AB 518, SB 1092 and, SB 1311.

Presentation – Ms. Janet Barth introduced the Tangle Free Waters Program which was established to reduce and remove fishing line from the Eastern Sierra Waterways. She said she is working with other organizations like the Sierra Club and the Fly Fishing Federation to assist with clean up efforts. She said she wanted to the Commission to know about the program and was not requesting any funding assistance at the present time. She said she was hoping to get information on where collection tubes should be placed in order to be most effective. She and the Commissioners talked further about the program and the Commission thanked Ms. Barth for her presentation.

Action Item – Ms. Cindy Kamler of the Wildcare Eastern Sierra provided further information and explanation on her funding request. She noted that the name of the Organization had changed from Eastern Sierra Wildlife Care to Wildcare Eastern Sierra. She briefly described the Organizations outreach efforts, projects and statistics for the past year. She confirmed that the funding being requested would be used for the care and feed of the orphaned and injured wildlife at the facility. The Commission discussed funding options. Moved by Commissioner Pecsí and seconded by Commissioner Ivey to approve a request to the Board of Supervisors for a \$1,500 expenditure from the Fiscal Year 2018-19 Fine Fund to the Wildcare Eastern Sierra for the care and feeding of injured and orphaned wildlife. Motion carried unanimously, with Commissioners McIntosh and McMurtrie absent.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: Lt. Bill Daily reviewed local Dept. of Fish and Wildlife law enforcement activities and statistics with the Commission.

Commission Member Reports: The Chairperson called for Commission Member reports. Commissioner Pecsí provided an update on the Wildlife Highway Crossing Project and the CDA funding for the project. John Frederickson reported on a situation at Virginia Lakes which has impacted the fishing opportunities. He said that less fish had been planted this year and the numbers of fisherman are way down as a result.

Next meeting: The Chairperson confirmed that the next Commission meeting would be on July 19, 2018

Adjournment: Moved by Commissioner Peci and seconded by Commissioner Ivey to adjourn the meeting at 4:20 p.m. Motion carried unanimously.



NORTHERN INYO HOSPITAL

Northern Inyo Healthcare District

150 Pioneer Lane
Bishop, California 93514
(760) 873-5811 voice
(760) 872-2768 fax

Board of Directors

- ◆ Denise Hayden
President
- ◆ Peter Watercott
Vice President
- ◆ M.C. Hubbard
Secretary
- ◆ John Ungersma
M.D.
Treasurer
- ◆ Mary Mae Kilpatrick
Member At Large
- ◆ Kevin S. Flanigan,
MD, MBA, CEO

*Improving our
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One Goal. Your
Health!*

Web Site
www.nih.org

July 11, 2018

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear County Board of Supervisors:

Pursuant to the enclosed copy of Resolution 18-03, adopted by the Northern Inyo Healthcare District Board of Directors on June 20, 2018, we respectfully request permission to hold the Healthcare District election of directors at the time of the general election on November 6, 2018.

Also enclosed please find a copy of our Notice of Election Filed with the Inyo County Clerk.

Thank you for your consideration of this request.

Respectfully,

Sandy Blumberg
Executive Assistant, Administration
Northern Inyo Healthcare District

Enclosures
cc: Kammi Foote, Inyo County Clerk

RECEIVED
2018 JUL 19 AM 8:21
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

RESOLUTION NO. 18-03

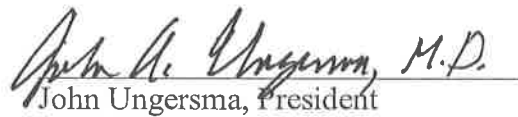
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NORTHERN INYO HEALTHCARE DISTRICT
REQUESTING CONSOLIDATION OF ELECTION**

WHEREAS, it is necessary that three (3) directors be elected to the Board of Directors of Northern Inyo Healthcare District, one each from Zones II, III and V of said District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Northern Inyo Healthcare District that it request that the Board of Supervisors of the County of Inyo, State of California, consolidate said election of directors with the statewide election to be held on November 6, 2018; and,

BE IT FURTHER RESOLVED THAT THE Hospital Chief Executive Officer be, and is hereby directed to file copies of this Resolution with said Board of Supervisors of the County of Inyo, State of California, and the County Clerk-Recorder, Registrar of Voters of said County.

Adopted, signed and approved this 20th day of June, 2018.


John Ungersma, President

Attest:


Mary Mae Kilpatrick, Secretary

Notice to County Clerk of Elective Offices to be Filled and Transmittal of Map and Boundaries

(Residential and Landowner Voting Districts) (Elections Code §10509, 10522, 10524)

NORTHERN INYO HEALTHCARE DISTRICT (Name of District)

To the County Clerk of Inyo County.

(1) Notice is hereby given that the elective offices of the district to be filled at the General District Election on November 6, 2018 are as follows:

2 yr. BOARD MEMBER DISTRICT ZONE 2 4 yr. BOARD MEMBER, DISTRICT ZONE 5

(2) The divisions of the district, if any, in which a director is to be elected is as follows: SEE ATTACHED ZONE DESCRIPTIONS AND MAP

(3) The elective officers of the district to be elected are as follows:

Name of officers: ZONE 2, JEAN TURNER ZONE 3, ROBERT SHARP ZONE 5, M.C. HUBBARD

(4) A map showing the boundaries of the district and the boundaries of the divisions of the district, if any, within this county is attached hereto.

(5) The qualifications of a nominee and of an elective officer of the district are as follows: RESIDENT ELECTOR WITHIN THE DISTRICT OR DIVISION THEREOF, IF ANY

(6) The Candidate is to pay for the publication of a Candidate's Statement, pursuant to E.C. §13307.

(7) Measures, if any:

Dated: July 2, 2018

Andrea J. Blumberg (District Secretary)

Seal of the District

1 Insert name or number designating the division as it is to appear on the ballot

2 If officers are to be elected by division write NONE in this space

3 The qualifications of a nominee and of an elective officer of a district are determined by the principal act of that district (E.C. §10514). Generally the qualification for a resident voting district is "resident elector within the district or division thereof, if any." The qualification for a landowner voting district is "resident and freeholder within the district or division thereof, if any."

4 Insert either "district" or "candidate."

5 Include proposals for change in the number of divisions or units or the method of electing directors. If space is insufficient note and attach full text of proposal.

#54

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

Memorandum

To: Sheriff Lutze, U/S Hollowell, Lt. Pritchard, Sgt. Carter
From: Riannah, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: July 26, 2018
Re: June 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of June 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 5255.32
022701	Kitchen Services	\$ 1677.79
022710	Sheriff Safety	\$ 29189.42
022900	Jail General	\$ 20716.55
022910	Jail Safety	\$ 7645.48
	Grand Total	\$ 64484.56

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Sheriff	\$17,568.00	\$29,776.00	\$24,716.00	\$13,106.00	\$20,122.00	\$16,130.00	\$15,730.00	\$22,121.00	\$14,773.00	\$15,321.00	\$17,440.00	\$22,507.00	\$229,310.00
2002-03	Sheriff	\$26,409.00	\$18,875.00	\$14,597.00	\$20,582.00	\$16,614.00	\$15,196.00	\$18,846.00	\$12,354.00	\$24,390.00	\$17,704.00	\$16,251.00	\$9,712.00	\$211,530.00
2003/04	Sheriff	\$20,652.00	\$10,562.00	\$14,292.00	\$14,577.00	\$13,484.00	\$12,317.00	\$22,540.00	\$17,773.00	\$13,934.00	\$7,070.00	12,782.00	10,218.00	\$170,201.00
2004/05	Sheriff	\$19,859.00	\$9,096.00	\$10,036.00	\$9,072.00	\$11,197.00	\$6,305.00	\$15,019.00	\$9,794.00	\$11,564.00	\$17,223.00	\$17,635.00	\$13,940.00	\$150,740.00
2005-06	Sheriff	\$24,078.00	\$18,496.00	\$12,444.00	\$15,841.00	\$11,371.00	\$15,300.00	\$19,108.00	\$16,384.00	17,515.00	\$13,259.00	16,317.00		\$180,113.00
2006-07	Sheriff	\$26,310.00	\$22,120.00	\$24,151.00	\$20,575.00	\$24,085.00	\$17,224.00	\$23,505.00	\$17,540.00	\$21,586.00	\$22,461.00			\$213,844.00
2007-08	Sheriff	\$35,499.00	\$17,506.00	\$31,975.00	\$15,535.00	\$20,842.00	21,968.00	\$13,449.00	\$26,047.00	\$17,629.00	\$37,145.00	\$25,116.00	\$24,931.00	\$299,855.00
2008-09	Sheriff	\$47,862.00	\$14,850.00	\$19,384.00	\$12,552.00	\$14,621.00	\$15,865.00	\$23,352.00	\$13,600.00	\$16,924.00	\$13,187.00	\$15,917.00	\$21,566.00	\$225,541.00
2009-10	Sheriff	\$25,480.00	\$17,722.00	\$18,686.00	\$16,444.00	\$23,697.00	\$24,697.00	\$23,352.00	\$19,552.00	\$16,924.00	\$27,651.00	\$20,855.00	\$22,994.00	\$221,648.00
2010-11	Sheriff	\$23,723.00	\$18,506.00	\$20,983.00	\$19,556.00	\$17,966.00	\$31,825.00	18,752.00	\$19,447.00	\$19,552.00	\$27,651.00	\$20,855.00	\$22,994.00	\$261,800.00
2011-12	Sheriff	\$19,382.00	\$21,152.00	\$26,936.00	\$25,339.63	\$22,334.58	\$20,445.96	\$15,581.82	\$13,929.99	\$15,565.63	\$19,021.51	\$22,352.19	\$16,685.35	\$238,726.66
2012-13	Sheriff	\$27,357.13	\$28,796.44	\$34,839.37	\$24,645.46	\$8,302.70	\$22,742.47	\$20,293.68	\$27,127.58	\$20,808.20	\$40,657.55	\$32,740.81	\$16,712.41	\$283,700.24
2013-14	Sheriff	\$22,010.90	\$30,004.58	\$21,924.03	\$25,386.25	\$27,705.70	\$19,269.13	\$19,804.12	\$23,103.59	\$12,812.62	\$40,657.55	\$19,427.50	\$25,615.56	\$287,721.53
2014-15	Sheriff	\$26,463.99	\$25,110.54	\$24,133.06	\$29,228.12	\$19,759.97	\$18,506.19	\$16,919.22	\$22,563.18	\$15,225.74	\$22,238.43	\$38,242.59	\$15,773.84	\$274,164.87
2015-16	Sheriff	\$24,435.78	\$24,224.23	\$25,543.55	\$38,122.69	\$21,301.83	\$17,036.08	\$17,675.83	\$17,567.44	\$24,144.24	\$23,878.96	\$35,380.97	\$16,053.54	\$285,365.14
2016-17	Sheriff	\$21,623.98	\$19,972.64	\$53,767.93	\$32,462.80	\$25,088.47	\$18,533.84	\$23,097.23	\$44,673.95	\$28,923.44	\$39,488.09	\$36,205.62	\$33,903.65	\$278,559.30
FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Jail	\$6,278.00	\$10,218.00	\$10,673.00	\$5,077.00	\$6,422.00	\$5,562.00	\$5,194.00	\$11,007.00	\$11,644.00	\$10,001.00	\$8,082.00	\$5,706.00	\$95,864.00
2002-03	Jail	\$9,902.00	\$8,624.00	\$8,077.00	\$8,169.00	\$11,434.00	\$6,581.00	\$11,095.00	\$5,996.00	\$9,036.00	\$8,107.00	\$6,863.00	\$5,583.00	\$99,467.00
2003-04	Jail	\$12,206.00	\$12,147.00	\$10,471.00	\$9,547.00	\$10,858.00	\$5,343.00	\$7,927.00	\$4,693.00	\$7,235.00	\$3,568.00	\$5,118.00	\$7,077.00	\$96,190.00
2004-05	Jail	\$9,905.00	\$5,186.00	\$8,294.00	\$5,080.00	\$5,588.00	\$3,972.00	\$7,773.00	\$5,178.00	\$5,490.00	\$9,208.00	\$6,489.00	\$6,684.00	\$78,857.00
2005-06	Jail	\$9,945.00	\$9,954.00	\$7,576.00	\$10,669.00	\$10,621.00	\$6,505.00	\$10,788.00	\$9,434.00	13,664.00	\$9,968.00	\$10,325.00		\$109,349.00
2006-07	Jail	\$18,236.00	\$12,222.00	\$14,583.00	\$12,005.00	\$11,769.00	\$6,129.00	\$16,260.00	\$13,128.00	\$8,156.00	\$12,013.00			\$124,501.00
2007-08	Jail	\$23,401.00	\$13,877.00	\$17,485.00	\$12,537.00	\$10,566.00	\$7,076.00	\$6,721.00	\$8,914.00	\$12,160.00	\$22,521.00	\$14,780.00	\$17,172.00	\$166,230.00
2008-09	Jail	\$14,812.00	\$14,465.00	\$12,613.00	\$7,671.00	\$9,841.00	\$9,357.00	\$7,643.00	\$12,196.00	\$9,702.00	\$9,997.00	\$15,558.00	\$9,581.00	\$133,436.00
2009-10	Jail	\$14,060.00	\$13,756.00	\$12,679.00	\$9,414.00	\$7,094.00	\$8,186.00	\$4,464.00	\$4,316.00	\$5,379.00	\$9,334.00	\$7,729.00	\$8,418.00	\$104,829.00
2010-11	Jail	\$10,231.00	\$7,691.00	\$7,797.00	\$4,241.00	\$5,946.00	\$7,441.00	\$7,761.00	\$8,759.00	\$6,013.00	\$10,387.00	\$7,855.00	\$7,666.00	\$93,788.00
2011-12	Jail	\$7,868.00	\$9,148.00	\$13,791.00	\$13,821.61	\$11,131.78	\$6,091.73	\$6,358.72	\$7,627.21	\$16,459.92	\$8,133.22	\$3,511.28	5,396.13	\$109,338.60
2012-13	Jail	\$9,851.94	\$22,987.52	\$9,693.45	\$10,652.10	\$7,537.09	\$12,630.63	\$7,947.40	\$9,120.59	\$9,585.65	\$6,475.67	\$14,055.81	\$8,517.89	\$129,055.74
2013-14	Jail	\$7,229.83	\$11,249.17	\$11,630.13	\$7,566.07	\$20,472.26	\$14,211.87	\$16,385.66	\$8,399.09	\$9,993.15	\$25,089.23	\$13,038.21	\$22,289.16	\$167,760.40
2014-15	Jail	\$14,641.52	\$15,248.10	\$19,078.03	\$23,753.40	\$17,004.70	\$14,894.58	\$12,924.38	\$15,169.08	\$15,819.74	\$13,511.76	\$27,217.52	\$18,414.59	\$207,677.47
2015-16	Jail	\$17,646.35	\$20,388.98	\$10,739.47	\$24,152.37	\$14,887.81	\$13,140.45	\$15,147.73	\$13,187.70	\$16,463.62	\$11,935.64	\$28,696.13	\$13,643.97	200,029.22
2016-17	Jail	\$11,727.04	\$15,502.99	\$20,904.69	\$14,220.17	\$13,782.16	\$9,788.37	\$11,808.54	\$18,898.78	\$12,321.48	\$19,361.13	\$18,131.76	\$13,376.70	\$126,025.57
TOTAL FY 2005-06														\$289,456.00
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TOTAL FY 2008-09														\$358,977.00
TOTAL FY 2009-10														\$326,477.00
TOTAL FY 2010-11														\$355,588.00
TOTAL FY 2011-12														\$346,065.26
TOTAL FY 2012-13														\$412,755.98
TOTAL FY 2013-14														\$455,482.93
TOTAL FY 2014-15														\$481,842.34
TOTAL FY 2015-16														\$485,394.36
TOTAL FY 2016-17														\$404,584.87
TOTAL FY 2005-06														\$289,456.00
TOTAL FY 2006-07														\$338,345.00
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TOTAL FY 2015-16														\$485,394.36
TOTAL FY 2016-17														\$404,584.87
TOTAL														

FY Year	Budget get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Sheriff							\$11,431.27	\$16,517.07	\$11,888.82	\$10,438.75	\$10,805.87	\$9,310.89	\$70,392.67
1991-92	Sheriff	\$15,462.13	\$13,296.38	\$16,410.77	\$16,611.39	\$16,590.17	\$10,124.27	\$19,472.29	\$20,282.10	\$18,235.05	\$21,753.68	\$17,614.92	\$13,814.82	\$199,647.97
1992-93	Sheriff	\$22,655.27	\$21,269.55	\$27,322.32	\$14,728.53	\$8,522.72	\$11,767.60	\$7,074.76	\$8,183.73	\$10,228.68	\$16,106.16	\$21,304.16	\$12,040.58	\$181,204.06
1993-94	Sheriff	\$12,194.84	\$12,880.26	\$11,796.20	\$19,656.88	\$9,736.05	\$10,453.40	\$14,047.46	\$10,747.67	\$13,729.75	\$15,248.90	\$13,850.25	\$12,729.83	\$157,071.49
1994-95	Sheriff	\$19,768.43	\$17,650.58	\$16,382.17	\$8,178.94	\$7,514.05	\$5,283.38	\$8,265.57	\$6,077.04	\$4,821.38	\$7,312.77	\$5,826.53	\$8,102.30	\$151,188.04
1995-96	Sheriff	\$10,267.77	\$8,811.96	\$7,581.31	\$8,941.34	\$5,194.86	\$2,945.02	\$7,671.86	\$6,285.61	\$3,953.81	\$6,757.84	\$7,095.62	\$4,022.16	\$79,529.16
1996-97	Sheriff	\$5,717.13	\$9,947.00	\$7,858.83	\$8,456.00	\$15,222.00	\$14,247.00	\$9,382.00	\$6,171.00	\$11,184.51	\$12,575.00	\$15,159.00	\$11,174.00	\$127,095.47
1996/97	Holiday	\$7,483.00	Not Available	\$12,293.84	\$4,296.00	\$5,250.00	-0-	\$14,033.00	\$11,063.00	-0-	-0-	\$5,367.00		\$59,805.84
1997-98	Sheriff	\$9,946	\$10,073.00	\$8,826.00	\$11,306	\$5,821.00	\$6,832.00	\$5,722.00	\$11,354.00	\$12,618.00	\$18,161.00	\$11,419.00	\$11,603.00	\$123,681.00
1998-99	Sheriff	\$14,265	\$13,893.00	\$13,762.00	\$12,770.00	\$10,203.00	\$10,119.00	\$17,714.00	\$14,606.00	\$16,394.00	\$9,834.00	\$15,710.00	\$15,312.00	\$164,582.00
1999-20	Sheriff	\$18,980.00	\$15,700.00	\$18,380.00	\$12,235.00	\$13,968.00	\$12,751.00	\$15,919.00	\$10,134.00	\$18,225.00	\$14,697.00	\$13,545.00	\$21,715.00	\$186,249.00
2000-01	Sheriff	\$17,948.00	\$13,273.00	\$12,379.00	\$15,270.00	\$12,629.00	\$13,537.00	\$15,019.00	\$18,333.00	\$9,206.00	\$15,085.00	\$10,156.00	\$14,809.00	\$167,644.00

FY Year	Bud get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Jail							\$8,961.35	\$9,794.76	\$6,144.51	\$8,780.58	\$7,034.26	\$8,454.56	\$51,110.02
1991-92	Jail	\$7,535.08	\$6,561.64	\$6,702.07	\$9,498.79	\$10,559.57	\$6,237.61	\$10,220.51	\$5,694.12	\$6,838.63	\$7,923.09	\$7,170.30	\$5,339.41	\$89,280.82
1992-93	Jail	\$10,231.09	\$10,595.77	\$11,379.12	\$10,598.70	\$5,363.46	\$4,054.21	\$4,434.02	\$4,036.28	\$5,468.12	\$7,344.10	\$8,404.39	\$9,468.65	\$91,377.91
1993-94	Jail	\$11,816.15	\$7,687.97	\$7,186.15	\$8,495.28	\$8,325.29	\$9,581.32	\$22,451.63	\$12,318.18	\$13,524.36	\$16,935.94	\$13,848.56	\$11,728.60	\$143,899.43
1994-95	Jail	\$12,943.44	\$9,290.30	\$8,195.87	\$2,714.16	\$4,408.35	\$1,527.37	\$5,078.75	\$4,340.92	\$6,800.83	\$3,493.95	\$3,031.58	\$2,151.83	\$62,977.35
1995-96	Jail	\$7,984.10	\$3,228.28	\$5,486.78	\$2,338.29	\$5,459.02	\$2,536.07	\$4,421.55	\$3,424.93	\$2,674.10	\$2,420.38	\$1,293.52	\$1,498.51	\$42,765.53
1996-97	Jail	\$2,649.57	\$1,745.00	\$3,771.33	\$6,472.00	\$9,341.00	\$7,985.00	\$2,620.00	\$1,367.00	\$2,344.00	\$39.551	\$2,561.00	\$3,089.00	\$80,495.90
1997-98	Jail	\$4,991.00	\$9,012.00	\$4,454.00	\$3,444.00	\$7,794.00	\$7,849.00	\$9,830.00	\$12,782.00	\$6,034.00	\$7,836.00	6,958.00	\$5,427.00	\$90,981.00
1998-99	Jail	\$4,125.00	\$5,707.00	\$8,030.00	\$6,044.00	\$6,680.00	\$3,879.00	\$4,800.00	\$4,839.00	\$4,051.00	\$7,145.00	\$10,199.00	\$6,301.00	\$71,800.00
1999-00	Jail	\$6,853.00	\$6,196.00	\$6,465.00	\$5,768.00	9,512.00	\$5,066.00	\$4,447.00	\$1,828.00	\$4,381.00	\$21,862.00	\$4,020.00	\$6,281.00	\$82,679.00
2000-01	Jail	\$4,117.00	\$3,719.00	\$7,353.00	\$7,095.00	\$6,491.00	\$9,549.00	\$5,751.00	\$9,965.00	\$6,111.00	\$8,085.00	\$5,360.00	\$7,218.00	\$80,814.00
		TOTAL 6 months FY 1990-1991		\$121,502.69					average per month for 6 months				\$20,250.44	
		TOTAL FY 1991-1992		\$288,928.79					average per month				\$24,077.39	
		TOTAL FY 1992-1993		\$272,581.97					average per month				\$22,715.16	
		TOTAL FY 1993-1994		\$300,970.92					average per month				\$25,080.91	
		TOTAL FY 1995-1996		\$122,295.49					average per month				\$10,191.29	
		TOTAL FY 1996-1997		\$207,591.37					average for 12 months without Holiday				\$17,299.28	
		TOTAL FY 1997-98		\$59,805.84					average for 12 months including Holiday				\$22,283.10	
		TOTAL FY 1998-99		\$236,382.00					average per month				\$19,698.50	
		TOTAL FY 1999-2000		\$268,928.00					average for 12 month				\$22,410.67	
		TOTAL FY 2000-2001		\$248,458.00					average for 12 month				\$20,704.83	
		TOTAL FY 2001-2002		\$325,174.00					average for 12 month				\$27,097.93	
		TOTAL FY 2002-2003		\$310,997.00					average for 12 month				\$25,916.47	
		TOTAL FY 2003094		\$266,391.00					average for 12 month				\$22,199.25	
		TOTAL FY 2004-05		\$229,597.00					average for 12 month				\$19,133.08	

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

Memorandum

To: Darcy, Assistant Clerk of the Board
From: Riannah, Administrative Assistant to the Sheriff
CC: File, Auditor
Date: 7/25/2018
Re: Annual Sheriff's Special Appropriation Report

Attached please find the signed Sheriff's Special appropriation report for the period of 7/1/2017 to 6/30/2018.

Please provide the report to the Board as informational.

Thank you.

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2018

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.

Cash on Hand and/or deposit as of 6/30/2017 \$ 9,658.61

Deposits: County General Fund: Date: 3/1/2018 \$ 5,000.00
Asset Seizure Trust: date \$
Other: Date: \$ 14,658.61

Disbursements from 07/01/2017 To 06/30/2018

1. Criminal Investigations, pending and under investigation

2. Narcotics Enforcement:

Informants

"Buys"

Equipment \$

Undercover Costs \$

Other Costs

TOTAL \$ -

3. Criminal intelligence program Enforcement Fees, Undercover not included above \$ 500.00

4. Expenses incurred in the suppression of Vice and other crimes \$

5. Expenses necessarily incurred in the Preservation of the Peace 3,235.20

Total expenditure items 1-5 \$ 3,735.20

Bank Service Charges \$ -

TOTAL cash on hand/in the bank as of 06/30/2018 \$ 10,923.41

I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date: 7/26/18

Signed: 
Inyo County Sheriff

SHERIFFS SPECIAL ACCOUNT FY 17/18		RUNNING BALANCE	1,2 3,4,5 ON REPORT	NOTES
Beginning Balance		\$ 9,658.61		checks will begin with 1157
July Statement	Check #	Amount		
	1157	\$498.95	5	
	1158	\$595.00	5	
	1160	\$32.33	5	
		<u>\$1,126.28</u>		
		\$ 8,532.33		
August statement				
	1161	386.83	5	
	1162	150.00	5	
	1163	581.84	5	
		<u>1,118.67</u>		
		\$ 7,413.66		
September statement				
	1164	95.21	5	
		\$ 7,318.45		
		\$ 7,318.45		
October statement				
	1165	300.00	5	
	1166	500.00	3	
	No deposits/checks	\$ 6,518.45		
		<u>\$ 6,518.45</u>		
November statement				
	No deposits/checks	0.00		
		\$ 6,518.45		
		<u>\$ 6,518.45</u>		
December statement				
	No deposits/checks	\$ 6,518.45		
		<u>\$ 6,518.45</u>		
January statement				
	No deposits/checks	\$ 6,518.45		
		\$ 6,518.45		
		\$ 6,518.45		
		<u>\$ 6,518.45</u>		
February statement				
	No deposits/checks	\$ 6,518.45		
		\$ 6,518.45		
		\$ 6,518.45		
		<u>\$ 6,518.45</u>		
March statement				
	17/18 ANNUAL CONT	-5,000.00		
		\$ 11,518.45		
		<u>\$ 11,518.45</u>		
April statement				
	No deposits/checks	\$ 11,518.45		
		\$ 11,518.45		
		<u>\$ 11,518.45</u>		
May Statement				
	1168	45.03		
	1169	144.00		
		\$ 11,473.42		
		\$ 11,329.42		
		<u>\$ 11,329.42</u>		
June Statement				
	1171	246.75	5	
	1172	159.26	5	
		\$ 11,082.67		
		\$ 10,923.41		
		<u>\$ 10,923.41</u>		
		\$ 10,923.41	BALANCED	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

56

- Consent Departmental Correspondence Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 7, 2018

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2018

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING: N/A

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> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
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> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
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> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE

Alisha McMurtrie
 Alisha McMurtrie, Treasurer-Tax Collector

Date: 7/5/2018

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2018
DATE: July 5, 2018

The following status report of the County Treasury as of June 30, 2018 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 663 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:4/30/2018 was \$6,458,519.48 (Principal: \$4,050,000.00 + Interest = \$2,503,954.58 less Fees:\$-95,435.10)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION

For the Business Day of:

7/5/2018

AUDITOR BALANCES:

<i>Beginning "Claim on Cash in Treasury"</i>	\$	134,900,826.09	
Deposit Authorizations	\$	1,335,901.12	
Checks Paid on: 06/28/18	\$	(265,299.76)	
Outgoing Debits:	\$	(12.20)	EDD Tax-Mt. Whitney Cemetery
	\$	(17.26)	EDD Tax-Independence Cemetery
	\$	(26.00)	EDD Tax-Southern Inyo FPD
	\$	(27.70)	FED Tax-Olancha CSD
	\$	(50.00)	EDD Tax-Big Pine Fire
	\$	(82.21)	EDD Tax-Lone Pine Fire
	\$	(117.31)	EDD Tax-Lone Pine CSD
	\$	(225.00)	ACH-CASDU
	\$	(267.78)	FED Tax-Independence Fire
	\$	(301.00)	ACH-NACHA
	\$	(334.59)	FED Tax-Big Pine Fire
	\$	(368.46)	FED Tax-Big Pine Cemetery
	\$	(472.19)	FED Tax-Independence Cemetery
	\$	(595.37)	FED Tax-Southern Inyo FPD
	\$	(601.56)	EDD Tax-Pioneer Cemetery
	\$	(764.76)	FED Tax-Mt. Whitney Cemetery
	\$	(844.08)	FED Tax-Sierra Highlands CSD
	\$	(1,294.53)	EDD Tax-ICOE
	\$	(1,353.44)	FED Tax-Olancha CSD
	\$	(1,387.12)	FED Tax-Lone Pine CSD
	\$	(1,575.19)	EDD Tax-ICOE
	\$	(3,181.56)	FED Tax-Lone Pine FPD
	\$	(3,716.52)	EDD Tax-ICOE
	\$	(3,979.64)	FED Tax-Pioneer Cemetery
	\$	(4,017.13)	EDD Tax-ICOE
	\$	(4,878.00)	EDD Tax-ICOE
	\$	(9,458.33)	ACH-Vendor Payment
	\$	(18,971.98)	EDD Tax-ICOE
	\$	(25,328.11)	ACH-Special District P/R
	\$	(35,500.00)	ACH-Vendor Payment
	\$	(36,297.82)	FED Tax-ICOE
	\$	(71,004.06)	EDD Tax-ICOE
	\$	(85,626.77)	FED Tax-ICOE
	\$	(343,164.56)	FED Tax-ICOE
	\$	(1,922,393.66)	ACH-ICOE P/R
	\$	(114,276.67)	ACH-PERS-ICOE
	\$	(50,726.38)	ACH-PERS-ICOE
	\$	(2,142.86)	ACH-PERS/Pioneer Cemetery
	\$	(2,250.00)	ACH-PERS/Admin Fees
<i>Ending "Claim on Cash in Treasury"</i>	\$	133,223,795.65	

TREASURER BALANCES:

CASH ON HAND:

Drawer	\$	487.66
Vault	\$	4,740.00
Tax 1	\$	-

REMOTE DEPOSIT ON HAND:

Date:

Date:

BANK ACCOUNTS:

Union Bank - General Account.	\$	5,638,807.87
El Dorado #2107 - Directs Account	\$	10,000.00
El Dorado #9703 - Cash Account	\$	198,470.24

INVESTMENTS:

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$ 22,500,000.00	45.00%	50,000,000
UBS Money Market	\$ 2,500,000.00	1.88%	of 10.00%
Local Agencies	\$ 1,399,437.87	1.05%	of 100.00%
Federal Agencies	\$ 64,964,164.00	48.76%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ 4,951,093.75	3.72%	of 100.00%
Commercial Paper	\$ 9,869,156.11	7.41%	of 15.00%
Corporate Obligation	\$ 3,642,126.53	2.73%	of 30.00%
CDs	\$ 20,541,000.00	15.42%	of 30.00%

NOTES

Maturities > 1 Year	\$	78,380,660.25	58.83%	of 60.00%
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GRAND TOTAL TREASURY BALANCE: \$ 136,219,484.03

Treasury Over/Short: \$ 2,995,688.38

Explanation:	\$	29.03	EL DORADO #9703 CK 1983 SIFPD ACCT FEES
	\$	(114,276.67)	6/29/18 PERS ICOE
	\$	(50,726.38)	6/29/18 PERS ICOE
	\$	(2,142.86)	6/29/18 PERS PIONEER CEMETARY
	\$	(2,250.00)	6/29/18 PERS / ADMIN FEES
	\$	(3,500,000.00)	6/29/18 TRANSFER TO LAIF
	\$	673,678.50	6/29/18 REMOTE DEPOSIT
	\$	(2,995,688.38)	



As of: 30-Jun-2018

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	AMERN EXP SVGS BK C/D C/D 1.650% 7/09/18	09-Jul-2018	02587CDK3	248,000,000	\$248,000,000 USD	\$247,972.72 USD	N/A	(\$27.28) USD	1.650%	\$4,092,000 USD
Corporate Obligations	CONNECTONE BK C/D 1.350% 7/09/18	09-Jul-2018	20786ABE4	248,000,000	\$248,000,000 USD	\$247,967.76 USD	N/A	(\$32.24) USD	1.350%	\$3,348,000 USD
Corporate Obligations	EAGLEBANK BETHESDA 0.900% 7/20/18	20-Jul-2018	27002VCX2	245,000,000	\$245,000,000 USD	\$244,865.25 USD	N/A	(\$134.75) USD	0.900%	\$2,205,000 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DCP 7/25/18	25-Jul-2018	08538CGR6	2,000,000,000	\$1,982,622.22 USD	\$1,997,360.00 USD		\$14,737.78 USD	1.836%	\$36,664.10 USD
Cash & Cash Equivalents	JP MORGAN SECS DCP 7/27/18	27-Jul-2018	46640CGT2	5,000,000,000	\$4,992,472.22 USD	\$4,992,850.00 USD		\$49,377.78 USD	1.876%	\$93,784.73 USD
Corporate Obligations	DOLLAR BK FED C/D 1.450% 7/30/18	30-Jul-2018	25665QAS4	248,000,000	\$248,000,000 USD	\$247,920.64 USD	N/A	(\$79.36) USD	1.450%	\$3,596,000 USD
Corporate Obligations	WEX BK C/D 1.000% 7/30/18	30-Jul-2018	92937CDY1	248,000,000	\$248,000,000 USD	\$247,826.40 USD	N/A	(\$173.60) USD	1.001%	\$2,480,000 USD
Corporate Obligations	WASHINGTONFIRST BK C/D 1.200% 8/23/18	23-Aug-2018	940727A19	248,000,000	\$248,000,000 USD	\$247,722.24 USD	N/A	(\$277.76) USD	1.201%	\$2,976,000 USD
Corporate Obligations	MEDALLION BK UT C/D 1.400% 8/31/18	31-Aug-2018	58403BZ41	248,000,000	\$248,000,000 USD	\$247,893.36 USD	N/A	(\$106.64) USD	1.401%	\$3,472,000 USD
Corporate Obligations	MARLIN BUSINESS BK 0.900% 10/18/18	18-Oct-2018	57116AMF2	245,000,000	\$245,000,000 USD	\$244,277.25 USD	N/A	(\$722.75) USD	0.903%	\$2,205,000 USD
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135G0Y74	3,000,000,000	\$2,989,950.00 USD	\$2,994,090.00 USD	AA+	\$4,140.00 USD	1.628%	\$48,750,000 USD
Corporate Obligations	MERRICK BK SO J C/D 1.350% 11/30/18	30-Nov-2018	58013JLT4	248,000,000	\$248,000,000 USD	\$247,551.12 USD	N/A	(\$448.88) USD	1.352%	\$3,348,000 USD
Corporate Obligations	LIVE OAK BKG CO C/D 1.250% 12/10/18	10-Dec-2018	538036C66	248,000,000	\$248,000,000 USD	\$247,494.08 USD	N/A	(\$505.92) USD	1.252%	\$3,100,000 USD
Corporate Obligations	POST OAK BK C/D 1.150% 12/21/18	21-Dec-2018	737449AS7	248,000,000	\$248,000,000 USD	\$247,392.40 USD	N/A	(\$607.60) USD	1.152%	\$2,852,000 USD
Corporate Obligations	ENERBANK USA UT C/D 1.500% 12/24/18	24-Dec-2018	28286NW78	245,000,000	\$245,000,000 USD	\$244,277.25 USD	N/A	(\$722.75) USD	1.504%	\$3,675,000 USD
Cash & Cash Equivalents	JP MORGAN SECS DCP 1/1/19	11-Jan-2019	46640QNH3	3,000,000,000	\$2,943,061.67 USD	\$2,960,610.00 USD		\$17,548.33 USD	2.610%	\$77,258.33 USD
Corporate Obligations	CITIZENS PROGRESS C/D 1.250% 2/12/19	12-Feb-2019	176544AA2	248,000,000	\$248,000,000 USD	\$247,132.00 USD	N/A	(\$668.00) USD	1.254%	\$3,100,000 USD
Corporate Obligations	INFINITY FED CR C/D 1.900% 2/12/19	12-Feb-2019	46673KAD9	248,000,000	\$248,000,000 USD	\$247,546.16 USD	N/A	(\$463.84) USD	1.903%	\$4,712,000 USD
Corporate Obligations	BTC BK BETHANY C/D 1.200% 2/19/19	19-Feb-2019	05577FAQ1	248,000,000	\$248,000,000 USD	\$246,412.80 USD	N/A	(\$1,587.20) USD	1.208%	\$2,976,000 USD
Corporate Obligations	FARM BUR BK FSB C/D 1.000% 2/19/19	19-Feb-2019	307660KJ8	248,000,000	\$248,000,000 USD	\$246,144.96 USD	N/A	(\$1,855.04) USD	1.008%	\$2,480,000 USD
Corporate Obligations	HANMI BK LA CA C/D 1.350% 2/19/19	19-Feb-2019	410493BZ2	248,000,000	\$248,000,000 USD	\$246,648.40 USD	N/A	(\$1,351.60) USD	1.357%	\$3,348,000 USD
Corporate Obligations	INVESTORS BK C/D 1.600% 2/25/19	25-Feb-2019	46176FEK7	248,000,000	\$248,000,000 USD	\$247,464.32 USD	N/A	(\$535.68) USD	1.603%	\$3,968,000 USD
Corporate Obligations	LAKESIDE BK C/D 1.500% 2/28/19	28-Feb-2019	51210SKU0	248,000,000	\$248,000,000 USD	\$247,451.92 USD	N/A	(\$548.08) USD	1.503%	\$3,720,000 USD
Corporate Obligations	MERCANTILE TR BK C/D 1.500% 2/28/19	28-Feb-2019	587550EL4	248,000,000	\$248,000,000 USD	\$247,451.92 USD	N/A	(\$548.08) USD	1.503%	\$3,720,000 USD
Corporate Obligations	FIRST BK CHARLESTN C/D 1.500% 3/29/19	29-Mar-2019	31909PAX9	248,000,000	\$248,000,000 USD	\$246,574.00 USD	N/A	(\$1,426.00) USD	1.509%	\$3,720,000 USD
Corporate Obligations	LUANA SVGS BK C/D 1.300% 3/29/19	29-Mar-2019	548103SU4	245,000,000	\$245,000,000 USD	\$243,243.35 USD	N/A	(\$1,756.65) USD	1.309%	\$3,185,000 USD
Government Obligations	US TREAS NTS 1.625% 3/31/19	31-Mar-2019	912828C65	3,000,000,000	\$2,986,406.25 USD	\$2,985,480.00 USD	N/A	(\$926.25) USD	1.633%	\$48,750,000 USD
Corporate Obligations	MARLIN BUSINESS C/D 1.100% 4/29/19	29-Apr-2019	57116ALN6	248,000,000	\$248,000,000 USD	\$246,095.36 USD	N/A	(\$1,904.64) USD	1.109%	\$2,728,000 USD
Corporate Obligations	PRIVATEBANK & TC C/D 1.100% 5/08/18	06-May-2019	74267GV08	248,000,000	\$248,000,000 USD	\$246,020.96 USD	N/A	(\$1,979.04) USD	1.09%	\$2,728,000 USD
Corporate Obligations	UNION BK CALIF MTN 2.250% 5/06/19	06-May-2019	90520EAF8	1,600,000,000	\$1,610,880.00 USD	\$1,591,360.00 USD	A	(\$19,520.00) USD	2.862%	\$36,000,000 USD
Government Obligations	FNMA BOS 1.150% 5/24/19	24-May-2019	3136G2YF8	2,000,000,000	\$2,000,000,000 USD	\$1,978,520.00 USD	AA+	(\$21,480.00) USD	1.162%	\$23,000,000 USD
Corporate Obligations	FIRST BUS BK C/D 1.450% 5/28/19	28-May-2019	319380L69	248,000,000	\$248,000,000 USD	\$245,986.24 USD	N/A	(\$2,013.76) USD	1.462%	\$3,596,000 USD
Corporate Obligations	MB FINL BK MA C/D	03-Jun-2019	552686PU4	248,000,000	\$248,000,000 USD	\$246,834.40 USD	N/A	(\$1,165.60) USD	1.407%	\$3,472,000 USD

Holdings - Reporting as of Settlement Date
Account: 673635280 - COUNTY OF INYO



As of: 30-Jun-2018

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	WASHINGTON TR CO C/D 1.400% 6/03/19	04-Jun-2019	940637HJ3	248,000,000	\$248,000,000 USD	\$246,822,000 USD	N/A	(\$1,178,000) USD	1.407%	\$3,472,000 USD
Corporate Obligations	CAROLINA ALLIANCE C/D 1.200% 8/24/19	24-Jun-2019	14376RAT4	248,000,000	\$248,000,000 USD	\$245,160,400 USD	N/A	(\$2,839,600) USD	1.214%	\$2,976,000 USD
Government Obligations	FICB BDS 7/01/19 0.950%	01-Jul-2019	3133EGJC0	3,000,000,000	\$3,000,000,000 USD	\$2,958,360,000 USD	AA+	(\$41,640,000) USD	0.983%	\$28,500,000 USD
Corporate Obligations	UMBQUA BANK C/D 2.050% 8/07/19	07-Aug-2019	90421MBM4	248,000,000	\$248,000,000 USD	\$246,978,240 USD	N/A	(\$1,021,760) USD	2.058%	\$5,084,000 USD
Corporate Obligations	STATE BK INDIA C/D 2.100% 8/19/19	19-Aug-2019	856283ZA7	248,000,000	\$248,000,000 USD	\$247,020,400 USD	N/A	(\$979,600) USD	2.108%	\$5,208,000 USD
Corporate Obligations	WELCH ST BK OK C/D 1.050% 8/19/19	19-Aug-2019	949095AY9	248,000,000	\$248,000,000 USD	\$244,237,840 USD	N/A	(\$3,762,160) USD	1.066%	\$2,604,000 USD
Corporate Obligations	EAST BOSTON SVGS C/D 1.700% 8/23/19	23-Aug-2019	27113PAK7	248,000,000	\$248,000,000 USD	\$245,896,960 USD	N/A	(\$2,103,040) USD	1.715%	\$4,216,000 USD
Government Obligations	FNMA NT 10/28/19 1.250%	28-Oct-2019	3195GQ071	2,000,000,000	\$2,000,000,000 USD	\$1,968,420,000 USD	AA+	(\$31,580,000) USD	1.270%	\$25,000,000 USD
Government Obligations	FICB BDS 11/25/19 1.300%	25-Nov-2019	3133EGBK0	2,000,000,000	\$1,997,000,000 USD	\$1,966,240,000 USD	AA+	(\$30,760,000) USD	1.322%	\$26,000,000 USD
Corporate Obligations	LCA BK CORP PK C/D 1.650% 11/25/19	25-Nov-2019	501798HN5	248,000,000	\$248,000,000 USD	\$246,050,720 USD	N/A	(\$1,949,280) USD	1.663%	\$4,092,000 USD
Government Obligations	FHLMC NTS 11/28/19 1.350%	26-Nov-2019	3134G9KW6	1,000,000,000	\$1,000,000,000 USD	\$984,280,000 USD	AA+	(\$15,720,000) USD	1.372%	\$13,500,000 USD
Government Obligations	FNMA NT 11/26/19 1.400%	26-Nov-2019	3136G2YA9	2,000,000,000	\$2,000,000,000 USD	\$1,970,540,000 USD	AA+	(\$29,460,000) USD	1.421%	\$28,000,000 USD
Corporate Obligations	SALLIE MAE BK C/D 2.000% 12/09/19	09-Dec-2019	795450XF7	245,000,000	\$245,000,000 USD	\$242,937,100 USD	N/A	(\$2,062,900) USD	2.017%	\$4,900,000 USD
Corporate Obligations	FIRST BUSINESS BK C/ 1.800% 12/12/20	21-Jan-2020	31938QR30	245,000,000	\$245,000,000 USD	\$241,182,900 USD	N/A	(\$3,817,100) USD	1.625%	\$3,920,000 USD
Corporate Obligations	CONTINENTAL BK C/D 1.100% 1/29/20	29-Jan-2020	211163F08	248,000,000	\$248,000,000 USD	\$242,097,600 USD	N/A	(\$5,902,400) USD	1.127%	\$2,728,000 USD
Corporate Obligations	AMERICAN ST BK C/D 1.450% 2/05/20	05-Feb-2020	029728AT9	245,000,000	\$245,000,000 USD	\$240,428,300 USD	N/A	(\$4,571,700) USD	1.478%	\$3,552,500 USD
Corporate Obligations	STEARNS BK NA ST C/D 1.600% 2/26/20	26-Feb-2020	85789AT7	248,000,000	\$248,000,000 USD	\$243,712,080 USD	N/A	(\$4,287,920) USD	1.628%	\$3,988,000 USD
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	28-Feb-2020	33646CFN9	248,000,000	\$248,000,000 USD	\$246,144,960 USD	N/A	(\$1,855,040) USD	1.814%	\$4,464,000 USD
Corporate Obligations	WEBBANK SALT LAKE C/D 1.850% 3/30/20	30-Mar-2020	947547JN6	248,000,000	\$248,000,000 USD	\$244,361,840 USD	N/A	(\$3,638,160) USD	1.878%	\$4,588,000 USD
Government Obligations	FHLB BDS 4/13/20 1.600%	13-Apr-2020	3130AB3F1	1,000,000,000	\$1,000,000,000 USD	\$983,220,000 USD	AA+	(\$16,780,000) USD	1.627%	\$16,000,000 USD
Government Obligations	FICB BD 4/23/20 2.500%	23-Apr-2020	3133EJMA4	2,000,000,000	\$2,000,000,000 USD	\$1,996,920,000 USD	AA+	(\$3,080,000) USD	2.504%	\$50,000,000 USD
Government Obligations	FHLMC MTN SJU 1.000% 4/24/20	24-Apr-2020	3134GEGD8	2,000,000,000	\$1,998,000,000 USD	\$1,975,200,000 USD	AA+	(\$22,800,000) USD		
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	24-Apr-2020	87165FGF5	248,000,000	\$248,000,000 USD	\$244,771,040 USD	N/A	(\$3,228,960) USD	1.925%	\$4,712,000 USD
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20	27-Apr-2020	08173QBPO	248,000,000	\$248,000,000 USD	\$242,782,080 USD	N/A	(\$5,217,920) USD	1.277%	\$3,100,000 USD
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	30-Apr-2020	94986TTT4	250,000,000	\$250,000,000 USD	\$248,425,000 USD	N/A	(\$1,575,000) USD	2.005%	\$5,000,000 USD
Corporate Obligations	GOLDMAN SACHS BK C/D 1.900% 5/06/20	06-May-2020	38148JUS6	248,000,000	\$248,000,000 USD	\$244,203,120 USD	N/A	(\$3,796,880) USD	1.930%	\$4,712,000 USD
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20	07-May-2020	02587DXT0	245,000,000	\$245,000,000 USD	\$240,888,700 USD	N/A	(\$4,111,300) USD	1.983%	\$4,777,500 USD
Government Obligations	FICB BDS 5/18/20 1.420%	18-May-2020	3133EGAX3	1,000,000,000	\$999,490,000 USD	\$977,800,000 USD	AA+	(\$21,690,000) USD	1.452%	\$14,200,000 USD
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20	29-May-2020	201282HB9	245,000,000	\$245,000,000 USD	\$240,315,600 USD	N/A	(\$4,684,400) USD	1.784%	\$4,287,500 USD
Corporate Obligations	EVERGREEN BK GROUP C/D 1.600% 5/29/20	29-May-2020	300185FW2	248,000,000	\$248,000,000 USD	\$242,563,840 USD	N/A	(\$5,436,160) USD	1.636%	\$3,988,000 USD
Corporate Obligations	CIT BANK S/C UT C/D 2.300% 6/30/20	30-Jun-2020	17284DDN9	249,000,000	\$248,000,000 USD	\$245,542,320 USD	N/A	(\$2,457,680) USD	2.323%	\$5,704,000 USD
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	30-Jun-2020	401228AW1	245,000,000	\$245,000,000 USD	\$241,491,600 USD	N/A	(\$3,508,400) USD	1.623%	\$3,920,000 USD



As of: 30-Jun-2018

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	CAPITAL ONE BK C/D 7/11/20	01-Jul-2020	140420SX9	248,000,000	\$248,000.00 USD	\$244,580.08 USD	N/A	(\$3,419.92) USD	2.281%	\$5,580.00 USD
Government Obligations	FFCB BDS 1.180% 7/11/20	13-Jul-2020	3133EGLB9	2,000,000,000	\$1,999,000.00 USD	\$1,942,640.00 USD	AA+	(\$56,360.00) USD	1.225%	\$23,800.00 USD
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20	15-Jul-2020	14042E4F2	248,000,000	\$248,000.00 USD	\$244,966.96 USD	N/A	(\$3,033.04) USD	2.628%	\$5,704.00 USD
Government Obligations	US TREAS NTS 1.500% 7/15/20	15-Jul-2020	9128282J8	2,000,000,000	\$1,964,667.50 USD	\$1,958,600.00 USD	N/A	(\$6,067.50) USD	1.535%	\$38,000.00 USD
Corporate Obligations	PNC FINL SERV 2.600% 7/21/20	21-Jul-2020	69353RE53	1,000,000,000	\$1,027,646.53 USD	\$987,920.00 USD	A	(\$39,726.53) USD	2.632%	\$26,000.00 USD
Corporate Obligations	KOHA ST BK C/D 1.550% 7/29/20	29-Jul-2020	46256YAH2	245,000,000	\$245,000.00 USD	\$241,687.60 USD	N/A	(\$3,312.40) USD	1.571%	\$3,797.50 USD
Corporate Obligations	LUBBOCK MNTL BK C/D 1.950% 7/29/20	29-Jul-2020	54915ZCM6	245,000,000	\$245,000.00 USD	\$241,180.45 USD	N/A	(\$3,819.55) USD	1.575%	\$3,797.50 USD
Corporate Obligations	CARROLL CNTY ST C/D 1.200% 8/12/20	12-Aug-2020	145087AH5	248,000,000	\$248,000.00 USD	\$239,972.24 USD	N/A	(\$8,027.76) USD	1.240%	\$2,976.00 USD
Corporate Obligations	IROUOIS FED SVGS C/ 1.600% 8/12/20	12-Aug-2020	46355FBV9	248,000,000	\$248,000.00 USD	\$241,713.20 USD	N/A	(\$6,286.80) USD	1.642%	\$3,968.00 USD
Corporate Obligations	BRIDGEWATER BK C/D 1.500% 8/17/20	17-Aug-2020	108622ET4	248,000,000	\$248,000.00 USD	\$241,142.80 USD	N/A	(\$6,857.20) USD	1.543%	\$3,720.00 USD
Corporate Obligations	KS STATEBANK C/D 1.550% 8/19/20	19-Aug-2020	50116CAJ8	248,000,000	\$248,000.00 USD	\$243,771.60 USD	N/A	(\$4,228.40) USD	1.577%	\$3,844.00 USD
Corporate Obligations	EVERBK JACKSONVILL CD2 350% 8/28/20	28-Aug-2020	29978DA55	248,000,000	\$248,000.00 USD	\$243,893.12 USD	N/A	(\$4,106.88) USD	2.085%	\$5,084.00 USD
Corporate Obligations	ORRSTOWN BK C/D 2.000% 8/28/20	28-Aug-2020	687377DS7	248,000,000	\$248,000.00 USD	\$243,615.36 USD	N/A	(\$4,384.64) USD	2.039%	\$4,980.00 USD
Corporate Obligations	BARCLAYS BK C/D 2.200% 9/16/20	16-Sep-2020	06740KJK4	248,000,000	\$248,000.00 USD	\$244,800.80 USD	N/A	(\$3,199.20) USD	2.229%	\$5,456.00 USD
Corporate Obligations	FIRST SVC BK GREEN CD1 300% 11/12/20	12-Nov-2020	33640VBG2	248,000,000	\$248,000.00 USD	\$240,160.72 USD	N/A	(\$7,839.28) USD	1.549%	\$3,720.00 USD
Corporate Obligations	MAPLE CITY SVGS C/D 1.900% 12/07/20	07-Dec-2020	56511PAC2	248,000,000	\$248,000.00 USD	\$239,865.60 USD	N/A	(\$8,134.40) USD	1.551%	\$3,720.00 USD
Corporate Obligations	HSEC BANK USA C/D S/ 1.625% 12/09/20	09-Dec-2020	40434AE62	248,000,000	\$248,000.00 USD	\$246,080.48 USD	N/A	(\$1,919.52) USD	3.148%	\$7,750.00 USD
Corporate Obligations	BMW BK N.A. SL C/D 2.250% 12/18/20	18-Dec-2020	05580ADM3	245,000,000	\$245,000.00 USD	\$240,928.10 USD	N/A	(\$4,071.90) USD	2.288%	\$5,512.50 USD
Government Obligations	FHLMC MTN 1.700% 12/22/20	22-Dec-2020	3134GBSA1	2,000,000,000	\$2,000,000.00 USD	\$1,952,820.00 USD	AA+	(\$47,180.00) USD	1.741%	\$34,000.00 USD
Corporate Obligations	BANK HAPOALIM C/D 2.050% 1/15/21	15-Jan-2021	06251AL40	245,000,000	\$245,000.00 USD	\$239,840.30 USD	N/A	(\$5,159.70) USD	2.094%	\$5,022.50 USD
Government Obligations	FHLB BDS 2.200% 1/29/21	29-Jan-2021	3130ADC26	2,000,000,000	\$2,000,000.00 USD	\$1,974,180.00 USD	AA+	(\$25,820.00) USD	2.229%	\$44,000.00 USD
Corporate Obligations	COMMUNITY FINL C/D 1.600% 2/17/21	17-Feb-2021	20364ABA2	248,000,000	\$248,000.00 USD	\$239,639.92 USD	N/A	(\$8,360.08) USD	1.656%	\$3,968.00 USD
Corporate Obligations	IBM SR GLBL INT 2.250% 2/19/21	19-Feb-2021	459200JF9	1,000,000,000	\$1,003,600.00 USD	\$976,460.00 USD	A+	(\$25,140.00) USD	2.300%	\$22,500.00 USD
Corporate Obligations	INVESTORS CMNTY BK 1.800% 2/26/21	26-Feb-2021	46147USN1	248,000,000	\$248,000.00 USD	\$240,795.60 USD	N/A	(\$7,204.40) USD	1.854%	\$4,464.00 USD
Corporate Obligations	UNION ST BK CLAY C/D 1.900% 3/24/21	24-Mar-2021	906414BK0	248,000,000	\$248,000.00 USD	\$241,170.08 USD	N/A	(\$6,829.92) USD	1.954%	\$4,712.00 USD
Government Obligations	FNMA NTS 3/26/21 1.500% 5/26/21	06-May-2021	3135GDK99	2,000,000,000	\$1,983,500.00 USD	\$1,924,180.00 USD	AA+	(\$59,320.00) USD	1.999%	\$25,000.00 USD
Government Obligations	FNMA NT 3/26/21 1.850% 6/07/21	26-May-2021	3136G3PR0	2,000,000,000	\$2,000,000.00 USD	\$1,938,900.00 USD	AA+	(\$61,100.00) USD	1.549%	\$30,000.00 USD
Corporate Obligations	PRIVATEBANK & TC C/D 1.500% 5/26/21	26-May-2021	74267GV69	248,000,000	\$248,000.00 USD	\$238,471.84 USD	N/A	(\$9,528.16) USD	1.660%	\$3,720.00 USD
Corporate Obligations	UBS BK USA SALT C/D 1.850% 6/07/21	07-Jun-2021	90348JAR1	248,000,000	\$248,000.00 USD	\$238,330.48 USD	N/A	(\$9,669.52) USD	1.717%	\$4,082.00 USD
Corporate Obligations	MERCANTIL COMMERCE CD1 850% 6/24/21	24-Jun-2021	59733ACV3	248,000,000	\$248,000.00 USD	\$238,151.92 USD	N/A	(\$9,848.08) USD	1.718%	\$4,092.00 USD
Government Obligations	FNMA NTS 7/27/21 1.550%	27-Jul-2021	3136G3RH24	6,000,000,000	\$6,000,000.00 USD	\$5,785,680.00 USD	AA+	(\$214,320.00) USD	1.607%	\$93,000.00 USD
Government Obligations	FHLB BDS S/U 9/30/21 1.350%	30-Sep-2021	3130A8DH1	3,000,000,000	\$3,000,000.00 USD	\$2,922,150.00 USD	AA+	(\$77,850.00) USD	1.576%	\$3,720.00 USD
Corporate Obligations	APEX BK CAMDEN TN	12-Oct-2021	03753XAC3	248,000,000	\$248,000.00 USD	\$236,103.44 USD	N/A	(\$11,896.56) USD	1.576%	\$3,720.00 USD



As of: 30-Jun-2018

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Government Obligations	FHLMC MTN 10/27/21	27-Oct-2021	3134GBWK4	3,000,000,000	\$3,000,000.00 USD	\$2,916,270.00 USD	AA+	(\$83,730.00) USD	2.057%	\$60,000.00 USD
Corporate Obligations	DISCOVER BK CD 1.750% 11/02/21	02-Nov-2021	254672M99	245,000,000	\$245,000.00 USD	\$232,725.50 USD	N/A	(\$12,274.50) USD	1.842%	\$4,287.50 USD
Corporate Obligations	JPMORGAN CHASE C/D 1.800% 11/18/21	18-Nov-2021	48126XLB9	248,000,000	\$248,000.00 USD	\$235,604.96 USD	N/A	(\$12,395.04) USD	1.895%	\$4,464.00 USD
Corporate Obligations	JEFFERSON FINL C/D 2.200% 11/22/21	22-Nov-2021	474067A14	248,000,000	\$248,000.00 USD	\$241,229.60 USD	N/A	(\$6,770.40) USD	2.262%	\$5,456.00 USD
Government Obligations	FHLMC MTN 11/24/21	24-Nov-2021	3134GBMX7	1,020,000,000	\$1,020,000.00 USD	\$986,360.40 USD	AA+	(\$33,639.60) USD	2.089%	\$20,604.00 USD
Government Obligations	FHLB CONS BD 1.875% 11/28/21	29-Nov-2021	3130AABG2	2,000,000,000	\$1,977,324.00 USD	\$1,945,860.00 USD	AA+	(\$31,464.00) USD	1.927%	\$37,500.00 USD
Corporate Obligations	TEXAS EXCHANGE BK C/D 1.700% 11/30/21	30-Nov-2021	68241TAV2	248,000,000	\$248,000.00 USD	\$237,110.32 USD	N/A	(\$10,889.68) USD	1.778%	\$4,216.00 USD
Government Obligations	FFCB BDS 2/14/22	14-Feb-2022	3133EJCG2	2,000,000,000	\$2,000,000.00 USD	\$1,995,840.00 USD	AA+	(\$4,160.00) USD	2.795%	\$54,600.00 USD
Corporate Obligations	STATE BK INDIA YC/D 2.350% 2/24/22	24-Feb-2022	656284E18	248,000,000	\$248,000.00 USD	\$241,767.76 USD	N/A	(\$6,232.24) USD	2.411%	\$5,828.00 USD
Corporate Obligations	JPMORGAN CHASE BK CD 2.350% 2/28/22	28-Feb-2022	48126XYN9	248,000,000	\$248,000.00 USD	\$241,708.24 USD	N/A	(\$6,291.76) USD	2.411%	\$5,828.00 USD
Corporate Obligations	UNITED CMNTY BKS C/D 2.050% 3/01/22	01-Mar-2022	90994PSA9	248,000,000	\$248,000.00 USD	\$239,151.36 USD	N/A	(\$8,848.64) USD	2.129%	\$5,084.00 USD
Corporate Obligations	BELMONT SVGS BK C/D 2.150% 3/21/22	21-Mar-2022	080515BVO	248,000,000	\$248,000.00 USD	\$239,833.36 USD	N/A	(\$8,166.64) USD	2.223%	\$5,332.00 USD
Corporate Obligations	AMERICAN EXP. CEN C/D 2.450% 4/05/22	05-Apr-2022	02587DN38	248,000,000	\$248,000.00 USD	\$240,386.40 USD	N/A	(\$7,613.60) USD	2.528%	\$6,076.00 USD
Government Obligations	FHLMC MTN BU 1.500% 5/15/22	15-Jun-2022	3134GBRV6	1,000,000,000	\$1,000,000.00 USD	\$990,000.00 USD	AA+	(\$10,000.00) USD		
Government Obligations	FFCB BDS 7/12/22	12-Jul-2022	3133EHQZ9	2,000,000,000	\$2,000,000.00 USD	\$1,935,580.00 USD	AA+	(\$64,420.00) USD	2.222%	\$43,000.00 USD
Government Obligations	FFCB BDS 9/12/22	12-Sep-2022	3133EHXZ1	3,000,000,000	\$3,000,000.00 USD	\$2,916,300.00 USD	AA+	(\$83,700.00) USD	2.057%	\$60,000.00 USD
Government Obligations	FFCB BDS 9/28/22	28-Sep-2022	3133EHA78	3,000,000,000	\$3,000,000.00 USD	\$2,901,540.00 USD	AA+	(\$98,460.00) USD	2.223%	\$64,500.00 USD
Corporate Obligations	MOUNTAIN AMER FED C/D 2.40% 11/30/22	30-Nov-2022	62384RAD8	248,000,000	\$248,000.00 USD	\$238,630.88 USD	N/A	(\$9,369.12) USD	2.482%	\$5,952.00 USD
Corporate Obligations	MORGAN STANLEY BK CD 2.650% 2/08/23	08-Feb-2023	61747MJ77	248,000,000	\$248,000.00 USD	\$241,827.28 USD	N/A	(\$6,172.72) USD	2.718%	\$5,572.00 USD
Government Obligations	FHLMC NTS 2/23/23	23-Feb-2023	3134GSDH5	2,000,000,000	\$2,000,000.00 USD	\$1,984,100.00 USD	AA+	(\$15,900.00) USD	2.873%	\$57,000.00 USD
Government Obligations	FHLB BDS SIU 2/27/23	27-Feb-2023	3130ADNL2	2,000,000,000	\$2,000,000.00 USD	\$1,993,260.00 USD	AA+	(\$6,740.00) USD	2.508%	\$50,000.00 USD
Government Obligations	FHLMC NTS 3/15/23	15-Mar-2023	3134GSEQ4	2,000,000,000	\$2,000,000.00 USD	\$1,994,380.00 USD	AA+	(\$5,620.00) USD	3.058%	\$60,000.00 USD
Government Obligations	FFCB BDS 4/10/23	10-Apr-2023	3133EJJK4	2,000,000,000	\$1,989,500.00 USD	\$1,990,440.00 USD	AA+	(\$9,060.00) USD	2.984%	\$55,400.00 USD
Subtotals										
Cash & Cash Equivalents					\$9,869,156.11 USD	\$9,850,820.00 USD		\$81,663.89 USD		\$207,707.16 USD
Government Obligations					\$69,915,257.75 USD	\$68,686,150.40 USD		(\$1,229,107.35) USD		\$1,166,104.00 USD
Corporate Obligations					\$24,183,126.53 USD	\$23,768,970.25 USD		(\$414,156.28) USD		\$427,731.00 USD
Total					\$103,967,540.39 USD	\$102,405,940.65 USD		(\$1,561,599.74) USD		\$1,803,542.16 USD

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
4/1/2018 to 4/30/2018

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 4/1/2018	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 4/30/2018
OPEB	\$6,468,274.01	\$0.00	-\$8,028.55	\$1,725.98	\$0.00	\$0.00	\$6,458,519.48
Totals	\$6,468,274.01	\$0.00	-\$8,028.55	\$1,725.98	\$0.00	\$0.00	\$6,458,519.48

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
-0.12%	-3.06%	7.11%	5.20%	6.15%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees