

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

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

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

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

February 23, 2021 - 8:30 AM

AMENDED

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: Director of Child Support Services
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
4. ***PLEDGE OF ALLEGIANCE***
 5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***
 6. ***PUBLIC COMMENT***
 7. ***COUNTY DEPARTMENT REPORTS*** (*Reports limited to two minutes*)
 8. ***COVID-19 STAFF UPDATE***

DEPARTMENTAL - PERSONNEL ACTIONS

9. **County Administrator - Parks & Recreation** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position comes from the General Fund, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor Controller; where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply; and C) approve the hiring of three (3) seasonal Park and Campground Maintenance Helpers, Range PT50 (\$15.97-\$19.35), contingent upon Board approval of future budgets.
10. **County Administrator - Parks & Recreation** - Request Board:
 - A) Change the Authorized Strength in the Parks and Recreation Department by adding one (1) full-time Parks Specialist at Range 50 (\$2,975 - \$3,619), and deleting two (2) Parks Seasonal positions at Range PT50 (\$15.66/hour); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Parks and Recreation Specialist exists in the Parks and Recreation budgets, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller;
 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply;
 3. approve the hiring of one (1) Parks Specialist at Range 50 (\$2,975 - \$3,619); and
 4. change the authorized strength from five (5) seasonal Parks helpers to three (3) seasonal Parks helpers.
11. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) APAR Correctional Nurse exists in the non-General Fund Public Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) APAR Correctional Nurse at Range 78 (\$30.75 - \$37.40 per hour) if filled with a Registered Nurse, or at a Range 80 (\$32.24- \$39.23 per hour) if filled with a Public Health Nurse.

12. **Public Works** - Request Board change the Authorized Strength in the Public Works/Road Department by reclassifying two (2) Road Maintenance Worker I, Range 50 (\$2,975 - \$3,619) or Road Maintenance Worker II, Range 52 (\$3,118 - \$3,788) positions, depending on current range and step, as a Heavy Equipment Operator I at Range 58 (\$3,583 - \$4,359).

13. **Public Works** - Request Board:
 - A) change the Authorized Strength in the Public Works/Road Department by adding one (1) Equipment Operator Lead at Range 66 (\$4,316 - \$5,254) and deleting one (1) Heavy Equipment Mechanic at Range 58 (\$3,583 - \$4,359); and
 - B) find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Equipment Operator Lead exists in the Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller;
 2. the vacancies can be filled by internal candidates meeting the qualifications for the positions;
 3. approve the internal recruitment and hiring of one (1) Equipment Operator Lead at Range 66 (\$4,316 - \$5,254); and
 4. authorize Public Works/Road Department to backfill the resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

14. **County Administrator - Recycling & Waste Management** - Request Board approved Resolution No. 2021-18, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal during the Owens River Clean-up," annually between February 1 and May 31, until changed by Board consensus, and authorize the Chairperson to sign.

15. **Health & Human Services** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$30,000, payable to Triple P America of Columbia, SC for training registration and supplies.

16. **County Administrator - Recycling & Waste Management** - Request Board waive the Purchasing Policy requirements to obtain three bids and instead choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000 and authorized the purchase of a used gate attendant/operator truck from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$25,000 including tax and delivery.

17. **Public Works** - Request Board: A) approve Resolution No. 2021-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Conflict-of-Interest Policy for Design-Build Projects," and authorize the Chairperson to sign; and B) authorize the use of a Design-Build procurement process for the Multipurpose Terminal Expansion Project at the Bishop Airport.

18. **Public Works** - Request Board:
 - A) approve the Purchase Agreement between the County of Inyo and Mr.

Jeffery Bohl for the purchase of a Highway Easement Deed in an amount not to exceed \$2,500, and associated escrow fees in an amount not to exceed \$600, and authorize the Public Works Director to sign;

- B) approve Resolution No. 2021-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
- C) approve the Possession and Use Agreement with Mr. Michael Robin Hogan, authorizing an interim payment in an amount not to exceed \$1,000 and a future payment of an additional \$1,400 upon acceptance of the Highway Easement Deed, and authorize the Public Works Director to sign.

19. **Public Works** - Request Board:

- A) award the contract for the Election Emergency Standby Generators Installation Project to Eldridge Electric & Sons, Inc. of Bishop, CA as the successful bidder;
- B) approve the construction contract between the County of Inyo and Eldridge Electric & Sons, Inc. of Bishop, CA in the amount of \$178,604.97, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws;
- D) authorize an increase of the previously authorized purchase order to Energy Systems from the not-to-exceed value of \$125,000 to \$135,888.73; and
- E) authorize the purchase of a flatbed trailer in an amount not-to-exceed \$4,000 to mount the generator to be shared by the Tri-County Fairgrounds (on Election Days) and the Bishop Senior Center.

20. **Public Works** - Request Board: A) award the contract for the provision of janitorial supplies to Mission Janitorial & Abrasive Supplies as the lowest successful bidder; and B) approve contract between the County of Inyo and Mission Janitorial in an amount not to exceed \$85,000 for the period of February 23, 2021 through February 22, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

21. **Public Works** - Request Board approve Amendment No. 4 to the agreement between the County of Inyo and TEAM Engineering and Management of Bishop, CA, extending the term end date from February 28, 2021 to February 28, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

22. **Board of Supervisors** - Request Board approve a letter expressing support for SB 74 (Borgeas-Cabarelo), also known as the Keep California Working Act.

ADDENDUM

22A. **Board of Supervisors** - Request Board approve letters supporting provisions in the Fiscal Year 2021 budget reconciliation bill that provide direct financial support to state and local agencies.

23. **Community Organization/Outside Agency** - Request Board receive the annual Eastern Sierra Transit Authority report for Fiscal Year 2019-2020.
24. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 1, 2021.
25. **County Administrator** - Request Board: A) approve grant support provided by Metabolic Studio in the amount of \$100,000 to match County funds appropriated for the Community Resiliency Grant for Non-profit Agencies and authorize Assistant CAO Leslie Chapman to sign the contract; and B) extend the Community Resiliency Grant application period until March 9, 2021 to allow applicants to compete for additional funds. *(All other requirements of the grant will remain the same.)*
26. **County Administrator** - Request Board approve the contract between Great Basin Unified Air Pollution Control District and the County of Inyo for the provision of Grant Administration Services in the amount of \$140,000 for the period of March 11, 2021 to March 11, 2026, and authorize the Chairperson to sign.
27. **Sheriff** - Request Board: A) ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$28,275.00, to a total not-to-exceed amount of \$45,002.00, for the purchase of law enforcement equipment; and B) authorize the issuance of purchase orders for less lethal, pepperball, breaching tool, ballistic vests and carriers, OHV replacement and miscellaneous equipment.

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

28. **11 A.M. - Planning** - Request Board: A) conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Section 18.78.340;" and B) waive further reading of and enact said ordinance.

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

29. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

30. **Inyo County Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending December 31, 2020.



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

SUBJECT: Request to Hire Three Seasonal Helpers for the Parks and Recreation Dept.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position comes from the General Fund, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor Controller; where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply; and C) approve the hiring of three (3) seasonal Park and Campground Maintenance Helpers, Range PT50 (\$15.97-\$19.35), contingent upon Board approval of future budgets.

SUMMARY/JUSTIFICATION:

Operation of the County parks and campgrounds relies on help from seasonal employees during the summer. The department is requesting that three seasonal employees be hired for the period from April through October to assist regular County staff in maintaining the facilities during our busy summer season. These positions were included in the approved 2020-2021 budget and will be budgeted in the requested 2021-2022 budget.

Staff recommends filling the seasonal parks and campground maintenance positions through an open recruitment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling these positions, however, this is not recommended, as the positions are needed to properly maintain the facilities.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for these positions is included in the FY 2020-2021 Parks and Recreation Budget 076998 object code 5012 and will be included in the FY 2021-2022 Budget request.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 2/9/2021
Darcy Ellis	Approved - 2/9/2021
Leslie Chapman	Approved - 2/16/2021
Sue Dishion	Approved - 2/16/2021
Marshall Rudolph	Approved - 2/16/2021
Amy Shepherd	Approved - 2/17/2021
Leslie Chapman	Final Approval - 2/18/2021



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

SUBJECT: Request Board change the Authorized Strength in the Parks and Recreation Department by adding one (1) full-time Parks Specialist and deleting two (2) Parks Seasonal positions

RECOMMENDED ACTION:

Request Board:

A) Change the Authorized Strength in the Parks and Recreation Department by adding one (1) full-time Parks Specialist at Range 50 (\$2,975 - \$3,619), and deleting two (2) Parks Seasonal positions at Range PT50 (\$15.66/hour); and

B) Find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for one (1) Parks and Recreation Specialist exists in the Parks and Recreation budgets, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller;
2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply;
3. approve the hiring of one (1) Parks Specialist at Range 50 (\$2,975 - \$3,619); and
4. change the authorized strength from five (5) seasonal Parks helpers to three (3) seasonal Parks helpers.

SUMMARY/JUSTIFICATION:

In recent history, the Parks and Recreation Department has authorization to hire 5 seasonal park workers: 4 in the summer and 1 in the winter. The reasoning was that the winter seasonal has a different skill set than the summer seasonals who provide maintenance and upkeep services during the Parks' busy season. The winter seasonal's skill set must include the ability to do heavy repairs and some construction. While this reasoning makes sense on the surface, over the past 18 months, park management has determined that replacing two seasonal positions with one full time Park Specialist will provide continuity and reduce training efforts and expense. This structure will still provide additional support during the busy season by continuing the seasonal staffing program by hiring 3 workers annually.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the

functionality of the Parks and Recreations functions will suffer.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient funding in the Parks and Recreation budget, 076900.

ATTACHMENTS:

APPROVALS:

Teresa Elliott

Darcy Ellis

Leslie Chapman

Sue Dishion

Amy Shepherd

Created/Initiated - 12/29/2020

Approved - 12/30/2020

Approved - 2/1/2021

Approved - 2/18/2021



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Marilyn Mann

SUBJECT: Request to backfill one part time (APAR) Correctional Nurse position.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) APAR Correctional Nurse exists in the non-General Fund Public Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) APAR Correctional Nurse at Range 78 (\$30.75 - \$37.40 per hour) if filled with a Registered Nurse, or at a Range 80 (\$32.24- \$39.23 per hour) if filled with a Public Health Nurse.

SUMMARY/JUSTIFICATION:

One of our two part time Correctional Nurses accepted our full time Corrections Nurse position, resulting in a vacancy. The two part-time Correctional nurse positions function in a role of providing after hours on call response for jail health as well as occasional coverage of other nursing duties at the jail as assigned. This model has been successful in ensuring adequate coverage at the jail. The Correctional Nurse positions are supervised by the Behavioral Health Supervising Nurse and are under the clinical direction of the Jail Medical Director/Health Officer. We respectfully request to backfill this vacant part-time position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to fill this vacancy resulting in a possible strain on the few nurses available to cover on call duties at the jail.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff, Courts, local health care providers, Southern Inyo Hospital, Northern Inyo Hospital

FINANCING:

This position will be budgeted 100% in Public Health using General Health funds including 1991 Health Realignment, in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 2/12/2021
Darcy Ellis	Approved - 2/12/2021
Lucy Vincent	Approved - 2/12/2021
Marilyn Mann	Approved - 2/15/2021
Melissa Best-Baker	Approved - 2/16/2021
Amy Shepherd	Approved - 2/16/2021
Sue Dishion	Approved - 2/17/2021
Marilyn Mann	Final Approval - 2/17/2021



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Chris Cash

SUBJECT: Request Board change the Authorized Strength in Public Works/Road Department

RECOMMENDED ACTION:

Request Board change the Authorized Strength in the Public Works/Road Department by reclassifying two (2) Road Maintenance Worker I, Range 50 (\$2,975 - \$3,619) or Road Maintenance Worker II, Range 52 (\$3,118 - \$3,788) positions, depending on current range and step, as a Heavy Equipment Operator I at Range 58 (\$3,583 - \$4,359).

SUMMARY/JUSTIFICATION:

In 2019 the Road Department came to your Board requesting to convert two Operator Positions to Maintenance Worker Positions. The goal was to provide some local growth and training opportunities for applicants that were Seasonal Workers and that had proven themselves as competent workers but lacked the required years of experience to qualify for an Operator position.

The Road Department is happy to report that we have two Road Maintenance Workers that have obtained the skills and necessary qualifications to be reclassified to the Operator position. This this request is following through with the County commitment to provide career advancement and growth opportunities for County employees.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to authorize the reclassifications of these positions. This is not recommended as growth and advancement of County personnel is a benefit to the citizens it serves.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

There is sufficient funding in the Road Department budget 034600, salaries and benefits object codes to cover this increase as a result of several vacancies during this fiscal year.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 2/9/2021
Darcy Ellis	Approved - 2/9/2021
Breanne Nelums	Approved - 2/9/2021
Sue Dishion	Approved - 2/16/2021
Marshall Rudolph	Approved - 2/16/2021
Amy Shepherd	Approved - 2/17/2021
Michael Errante	Final Approval - 2/18/2021



County of Inyo



Public Works

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Chris Cash

SUBJECT: Request Board change the Authorized Strength in Public Works/Road Department and approve the internal recruitment with the ability to backfill the resulting vacancy.

RECOMMENDED ACTION:

Request Board:

A) change the Authorized Strength in the Public Works/Road Department by adding one (1) Equipment Operator Lead at Range 66 (\$4,316 - \$5,254) and deleting one (1) Heavy Equipment Mechanic at Range 58 (\$3,583 - \$4,359); and

B) find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for one (1) Equipment Operator Lead exists in Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller;
2. the vacancies can be filled by internal candidates meeting the qualifications for the positions;
3. approve the internal recruitment and hiring of one (1) Equipment Operator Lead at Range 66 (\$4,316 - \$5,254); and
4. authorize Public Works/Road Department to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Road Department is continually evaluating the positions in the authorized strength, and its organizational structure, for the need, effectiveness, and how to best provide services to the public, while also looking for opportunities to increase efficiency.

Currently there are three Equipment Operator Lead positions in the Public Works Authorized Strength. Those positions are assigned to two Road Districts, and one for the oversight position of the signs, field traffic data/management, and Lighting Districts throughout the County.

The position requested will be increasing the Equipment Operator Lead positions by one, and that position will be for the one remaining Road District that has enough personnel to justify the extra supervision oversight of a Lead position.

With the Equipment Operator Lead position being a closed promotional position, there will be a need to replace the successful candidates' position. If the successful candidate is currently an Operator, and this creates an Operator vacancy, authorization for a recruitment to refill the position is also requested.

The Road Department currently has four Heavy Equipment Mechanic positions, with three currently filled, and

two Mechanic Trainee positions, with one currently filled. This position was in place to allow for recruitment flexibility depending on qualifications of potential candidates. The elimination of one Heavy Equipment Mechanic I/II should not significantly impact Road equipment repair functions. This action may necessitate the conversion of the Mechanic Trainee position to an Equipment Mechanic I/II in the future if a qualified Mechanic candidate is identified in future recruitments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not allow the change in authorized strength and recruitment of the requested positions. This is not recommended as this change will allow for more efficient operations in the future and better use of our existing Supervisors management skills. As well as utilize an existing recruitment list for the timely and efficient backfill of an Operator position.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Personnel

FINANCING:

There is sufficient funds in the Road budget 034600, salaries and benefits object codes to cover this increase. Our salary savings are due to multiple vacancies within the Road Department this fiscal year.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 2/9/2021
Darcy Ellis	Approved - 2/9/2021
Breanne Nelums	Approved - 2/9/2021
Sue Dishion	Approved - 2/16/2021
Marshall Rudolph	Approved - 2/16/2021
Amy Shepherd	Approved - 2/17/2021
Michael Errante	Final Approval - 2/17/2021



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

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

RECOMMENDED ACTION:

Request Board approved Resolution No. 2021-18, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal during the Owens River Clean-up," annually between February 1 and May 31, until changed by Board consensus, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

As a community service, the California Waterfowl Association is holding a Clean-Up of the Lower Owens River event on Saturday, May 1, 2021.

The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. The California Waterfowl Association will be separating items that can be recycled to help Inyo County meet our recycling goals, and bringing only trash collected from the Owens River Clean-Up to the Bishop-Sunland Landfill. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant.

This is the seventh year for the event. Your Board has waived fees for the past six years and the lost revenue was minimal.

The attached resolution waives the fees as requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.

ATTACHMENTS:

1. 2021 Owens River Clean Up FEE WAIVER RESOLUTION

APPROVALS:

Teresa Elliott	Created/Initiated - 2/3/2021
Darcy Ellis	Approved - 2/3/2021
Teresa Elliott	Approved - 2/3/2021
Marshall Rudolph	Approved - 2/3/2021
Amy Shepherd	Approved - 2/3/2021
Leslie Chapman	Final Approval - 2/4/2021

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE OWENS RIVER CLEAN UP

WHEREAS, on May 1, 2021 the California Waterfowl Association will be conducting a community clean-up of the Owens River; and

WHEREAS, the sponsors have requested a waiver of solid waste disposal and gate fees for the trash collected at the event, and

WHEREAS, Inyo County recognizes the benefit of public access to lands owned and managed by the City of Los Angeles Department of Water and Power, and desires to assist the City and public in keeping these lands clean and beautiful; and

WHEREAS, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center; and

WHEREAS, Inyo County will track the volume and associated landfill fees attributable to the event; and

WHEREAS, all trash and litter coming from the Owens River Clean-Up will be transported and deposited in the Bishop-Sunland Landfill; and

WHEREAS, trash or litter coming from any other source will not be represented as having been collected at the Owens River Clean-Up.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the California Waterfowl Association's Owens River Clean-Up for a total up to \$100.

BE IT FURTHER RESOLVED that this fee waiver shall cover disposal fees for the disposal of material one weekend a year between February 1 and May 31, until changed by Board consensus.

PASSED AND ADOPTED on this 23rd day of February, 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____

Darcy Ellis, Assistant



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Melissa Best-Baker

SUBJECT: Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$30,000, payable to Triple P America of Columbia, SC for training registration and supplies.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$30,000, payable to Triple P America of Columbia, SC for training registration and supplies.

SUMMARY/JUSTIFICATION:

When developing the First 5 budget last year, the Department planned to bring at least one Triple P parenting training on-site. However, the Triple P organization has moved all of their trainings online, allowing us to extend the training further into our community. HHS plans to pay the registration for our community partners and new HHS staff to attend the training. HHS budgeted \$40,000 for the training contract and \$5,000 for supplies. However, the cost savings resulting from on-line training will allow us to provide the training at a lower rate. The Department respectfully request your Board's authorization of a blanket purchase order in the amount of \$30,000 to pay the registration and program supplies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not approve this purchase order, which would result in a reduced number of community partners receiving training.

OTHER AGENCY INVOLVEMENT:

IMACA, Inyo County Office of Education, Wild Iris and OV CDC

FINANCING:

These expenses will be paid out of the First 5 budget (643000) and object codes Professional Services (5265) and General Operating (5311).

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Marshall Rudolph
Amy Shepherd
Melissa Best-Baker
Marilyn Mann

Created/Initiated - 2/4/2021
Approved - 2/5/2021
Approved - 2/5/2021
Approved - 2/8/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

SUBJECT: Authorize Recycling Waste Management to purchase a gate attendant/operator truck.

RECOMMENDED ACTION:

Request Board waive the Purchasing Policy requirements to obtain three bids and instead choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000 and authorized the purchase of a used gate attendant/operator truck from a vendor to be determined by the Assistant County Administrator for use within the Recycling Waste Management Program in an amount not to exceed \$25,000 including tax and delivery.

SUMMARY/JUSTIFICATION:

Due to the nature of the used truck market, and in an effort to save the county time and money, Inyo County Recycling Waste Management department is requesting that the purchase of the gate attendant/operator used truck be exempt from the same requirements of purchasing a new truck. The used truck market does not allow the time to get quotes or bids plus obtain Board approval before the truck would most likely be purchased by someone else; therefore, starting the whole search over again. The cost of a new pickup truck is just over \$30,000. The average cost of the same classification truck, fully equipped and purchased from a reputable dealer is under \$25,000.

Recycling Waste Management is in immediate need to replace the gate attendant/operator truck. The current truck is at the end of its useful life, the vehicle will be auctioned and the proceeds credited to the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the purchase of a new truck; however, this is not recommended due to the age and mileage of the current landfill truck.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The purchase cost of a used landfill truck is included in the FY 2020-2021 Recycling Waste Management budget 045700, object code 5655.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 1/26/2021
Darcy Ellis	Approved - 1/26/2021
Teresa Elliott	Approved - 2/1/2021
Leslie Chapman	Approved - 2/17/2021
Marshall Rudolph	Approved - 2/17/2021
Amy Shepherd	Approved - 2/18/2021
Leslie Chapman	Final Approval - 2/18/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Ashley Helms

SUBJECT: Approval of a Conflict of Interest Policy for Design-Build Projects

RECOMMENDED ACTION:

Request Board: A) approve Resolution No. 2021-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Conflict-of-Interest Policy for Design-Build Projects," and authorize the Chairperson to sign; and B) authorize the use of a Design-Build procurement process for the Multipurpose Terminal Expansion Project at the Bishop Airport.

SUMMARY/JUSTIFICATION:

The California Public Contract Code allows the use of the design-build procurement method under certain circumstances. The requirements include that the project be over one million dollars, proposers are be prequalified in a two step Request for Qualifications / Request for Proposals process, and the agency must have an organizational conflict-of-interest policy in place.

Design-build procurement combines professional design services and construction services into a single contract, and can create efficiencies over the traditional design-bid-build approach. Benefits include greater flexibility in contract award (can be awarded to the best value), higher quality work, greater cost certainty, fewer claims, shorter project delivery timelines and the integration of modular or component style building techniques. Public Works is requesting to use this procurement method for the Multipurpose Terminal Expansion project at the Bishop Airport, which will expand the general aviation terminal to the southwest by 5000-6000 square feet. The intended long term purpose of the expansion is to serve the general aviation users at the airport, including charter activities.

In addition to requesting Board permission to utilize design-build procurement for the Multipurpose Terminal Expansion project, Public Works is also requesting that your Board approve an organizational conflict of interest policy specific to design-build procurement. Public Contract Code section 22162 requires that Inyo County has such a policy in place before it may use design-build procurement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could direct staff to proceed with the project using the traditional design-bid-build method, or could request modifications to the Conflict-of-Interest Policy.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no fiscal impact to these Board actions. Further details on the funding of the terminal project through the Federal Aviation Administration's Airport Improvement Program will be presented to your Board before the Request for Proposals is published.

ATTACHMENTS:

1. Conflict of Interest Policy Resolution

APPROVALS:

Ashley Helms	Created/Initiated - 1/15/2021
Darcy Ellis	Approved - 1/15/2021
Ashley Helms	Approved - 2/17/2021
Marshall Rudolph	Approved - 2/17/2021
Michael Errante	Approved - 2/17/2021
Clint Quilter	Final Approval - 2/17/2021

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ADOPTING THE INYO COUNTY
CONFLICT-OF-INTEREST POLICY FOR DESIGN-BUILD PROJECTS**

WHEREAS, Inyo County Public Works ~~has requested authorization to utilize~~ would like to begin utilizing the design-build procurement method for ~~certains projects~~ and

WHEREAS, California Public Contract Code section 22162 requires local agencies to establish an organizational conflict-of-interest policy that applies to design-build projects ~~procured pursuant to Public Contract Code section 22160 et seq before they may use the design-build procurement method;~~

WHEREAS, the attached Inyo County Organizational Conflict-of-Interest Policy defines conflicts of interest that must be disclosed by any proposer responding to a design-build solicitation.

NOW THEREFORE BE IT RESOLVED, that the Inyo County Organizational Conflict-of-Interest Policy attached hereto as Exhibit A is hereby adopted ~~as an official policy~~ by the Inyo County Board of Supervisors as the conflict-of-interest policy applicable to design-build procurements.

PASSED AND ADOPTED this _____ day of _____, 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Comment [AH1]: I don't want this to be specific to the terminal project, so I left this vague, but I can insert the project name if that is more appropriate and wouldn't limit the use of this method in the future.

I think that this is the proper way to do it because this policy will apply to all DB projects, not just the one airport project

Exhibit A

INYO COUNTY ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR DESIGN-BUILD PROJECTS

Adopted by Inyo County Board of Supervisors (Resolution) No. 21-

Comment [GC2]: I think that it's good to add this so that people in the future don't think that this policy is just something that you made up. It's smart to flag that it was actually adopted by a board resolution. Of course, you don't know the actual resolution number yet, but you can fill that in after.

PURPOSE

Public Contract Code section 22162 requires local agencies to establish an organizational conflict-of-interest policy that applies to design-build projects procured pursuant to Public Contract Code section 22160 et seq. Organizational conflicts of interest can occur in the design-build procurement process when a person or entity that performs services for a local agency relating to the solicitation of a design-build project seeks to submit a proposal to the County as a design-build entity or join a design-build team, thereby making that person or entity unable or potentially unable to render impartial assistance or advice to the County, impairing the objectivity of that person or entity in performing the contract work, or giving that person or entity an unfair competitive advantage.

POLICY

1. **Defined Terms.**

- a. "Design-Build" means a project delivery process in which both the design and construction of a project are procured from a single entity.
- b. "Design-Build Entity" means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build contract.
- c. "Design-Build Team" means a Design-Build Entity and the individuals and other entities identified by the Design-Build Entity as members of its team. Members of a Design-Build Team include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors.
- d. "Proposer" means any consultant or contractor that seeks to submit a proposal to the County as a Design-Build Entity or to join a Design-Build Team.
- e. "Organizational conflicts of interest" means circumstances arising out of a consultant's or contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities and their subsidiaries and affiliates) that results in: (i) the impairment or potential impairment of a consultant's or contractor's ability to render impartial assistance or advice to the County or of its objectivity in performing work for the County; (ii) an unfair competitive advantage for any bidder or Proposer with respect to a County procurement; or (iii) a perception or appearance of impropriety with respect to any of the County's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the County (regardless of whether any such perception is accurate).

2. **Organizational Conflicts of Interest.**

- a. A Proposer may not have any organizational conflicts of interest.
- b. An organizational conflict of interest exists in the following instances:
 - i. A Proposer is the County's general engineering or architectural consultant to the Design-Build project, except that a subconsultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a proposer or join a Design-Build Team if it terminates the agreement to provide work and provides no work for the County's general engineering or architectural consultant on the Design-Build project.

- ii. A Proposer has assisted or is assisting the County in the management of the Design-Build project, including the preparation of the request for proposals, evaluation criteria, or any other aspect of the procurement.
- iii. A Proposer has conducted preliminary design services for the Design-Build project, such as conceptual layouts, preliminary design, or preparation of bridging documents.
- iv. A Proposer performed design work related to the Design-Build project for other stakeholders in the Design-Build project.
- v. A Proposer performed design work on a previous contract that specifically excludes it from participating as a proposer or joining a Design-Build Team for the Design-Build project.
- vi. A Proposer is under contract with any other entity or stakeholder to perform oversight of the Design-Build project.
- vii. A Proposer has obtained advice from, or discussed any aspect relating to the Design-Build project or procurement of the Design-Build project with, any person or entity with an organizational conflict of interest, including, but not limited to, the consultants of any entity that have provided technical support on the Design-Build project.
- viii. Any circumstances that would violate California Government Code section 1090, et seq.

3. Obligations of Proposers.

- a. Proposers shall make a full written disclosure to the County of the facts and circumstances regarding an organizational conflict of interest or a potential organizational conflict of interest, and shall have a continuing obligation to do so until they are no longer Proposers.
- b. Proposers shall disclose all relevant facts relating to past, present or planned interests of the Proposer's Design-Build Team (including the Proposer, Proposer's proposed consultants and subconsultants and subcontractors and their respective directors and key personnel) that may result in, or could be viewed as, an organizational conflict of interest in connection with any Design-Build project procurement, including present or planned contractual or employment relationships with any current County employee.
- c. Proposers shall disclose in the response documents to a Design-Build request for qualifications and request for proposals, all the work performed in relation to the particular proposed Design-Build project.
- d. If a Proposer determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the County. The disclosure may not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all conflicts or potential conflicts. The County, in its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process. The County has the right to cancel or amend a resulting Design-Build project contract if the successful Proposer failed to disclose a conflict or potential conflict that it knew or should have known about, or if the Proposer provided information in its disclosure that is false or misleading.

4. Obligations After Contract Award.

The successful Proposer to whom a contract is awarded ("Contractor") has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest. The County has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written

disclosure to the County that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, the County may terminate the contract. If a new conflict of interest arises after contract award, and Contractor's proposed measures to avoid or mitigate the conflict are determined by the County to be inadequate to protect the County, the County may terminate the contract. If the contract is terminated, the County assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Contractor and is entitled to pursue any available legal remedies.

5. Incorporation by Reference.

This policy shall be incorporated by reference into and included as part of all County Design-Build project requests for qualifications and requests for proposals, and all County Design-Build contracts.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Ashley Helms

SUBJECT: Right of Way Acquisition for the Walker Creek Road Bridge Replacement Project

RECOMMENDED ACTION:

Request Board:

- A) approve the Purchase Agreement between the County of Inyo and Mr. Jeffery Bohl for the purchase of a Highway Easement Deed in an amount not to exceed \$2,500, and associated escrow fees in an amount not to exceed \$600, and authorize the Public Works Director to sign;
- B) approve Resolution No. 2021-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.
- C) approve the Possession and Use Agreement with Mr. Michael Robin Hogan, authorizing an interim payment in an amount not to exceed \$1,000 and a future payment of an additional \$1,400 upon acceptance of the Highway Easement Deed, and authorize the Public Works Director to sign.

SUMMARY/JUSTIFICATION:

The Walker Creek Road Bridge Replacement Project (project) is 100% funded through the Highway Bridge Program, a Federal Highway Administration program administered locally by Caltrans District 9. The project will replace the functionally obsolete 9 foot wide bridge, located west of Olancho. The new bridge will be constructed approximately 375 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction; the roadway realignment impacts four undeveloped parcels. The sub-consultant responsible for Right of Way Acquisition has completed appraisals of the permanent road easements and temporary construction easements, and has negotiated the purchase agreements with the property owners. On November 17, 2020, your Board approved two of the four acquisitions. This agenda item presents the Purchase Agreement and Highway Easement Deed for the third parcel and a Possession and Use Agreement for the fourth parcel. The owner of the fourth parcel resides in Scotland, and has been unable to travel to a US Embassy to have the Highway Easement Deed notarized due to Covid-19 restrictions. The Possession and Use Agreement, which was adapted from a standard Caltrans form, allows the project to move forward to the construction phase while the permanent easement documents are finalized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

11/17/2020 Purchase Agreement and Highway Easement Deed for IWWD and Nunez

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Purchase Agreement, Highway Easement Deed and Possession and Use Agreement; this is not recommended because the federally funded bridge replacement project cannot be constructed without the right of way acquisition.

OTHER AGENCY INVOLVEMENT:

Caltrans and the Federal Highway Administration

FINANCING:

The costs associated with the purchase agreements will be paid out of Budget 034601 (Road Projects - State Funded), Object Code 5736 (Walker Creek). One hundred percent of these expenses are federally reimbursable.

ATTACHMENTS:

1. Bohl_Purchase Agreement
2. Bohl_Highway Easement Deed
3. Bohl_Resolution No. 2021-XX
4. Hogan_Possession and Use Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 2/5/2021
Darcy Ellis	Approved - 2/5/2021
Ashley Helms	Approved - 2/11/2021
Breanne Nelums	Approved - 2/11/2021
Marshall Rudolph	Approved - 2/11/2021
Amy Shepherd	Approved - 2/15/2021
Michael Errante	Final Approval - 2/16/2021

GRANTOR: Jeffrey Bohl, an unmarried man
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-510-05

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Jeffrey Bohl, an unmarried man, herein referred to as "GRANTOR", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-510-05 described and delineated in the form of a Permanent Easement and a Temporary Construction Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed and Temporary Construction Easement for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR the total sum of \$^{2,510}1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area and the Temporary Construction Easement on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$^{2,510}1,000 (rounded) for 5,365± SF Permanent Roadway Easement and 6,695± SF Temporary Construction Easement
 - (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-361708.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the grantor(s) and, as between the GRANTEE and the GRANTOR, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains his obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Access Easement and the Temporary Construction Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. Permission is hereby granted to GRANTEE and its authorized agents to enter upon GRANTOR's land where necessary (Assessor's Parcel No. 033-510-05) within that certain area as shown on the map marked "Exhibit A" attached hereto and made a part hereof and identified as a Temporary Construction Easement for the purpose of undertaking and facilitating the work described herein and the construction of the Walker Creek Road Bridge Replacement Project. It is mutually agreed and understood by the GRANTOR and by County as follows;
 - A. Temporary Construction Easement shall commence on December 31, 2020 or the date the amount of funds as specified in Clause 2A. herein are paid to GRANTOR, whichever occurs later. Said Temporary Construction Easement shall terminate upon the completion of construction, or 24 months from effective date in any event no longer than December 31, 2022.
 - B. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE'S operations under this AGREEMENT and GRANTEE will, at its option, either repair or pay for such damage.
 - C. GRANTEE agrees that GRANTOR(s) will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home residency or business operations. GRANTEE will notify GRANTOR(s) at least 15-days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE and GRANTEE'S Agents shall not impair GRANTOR(s) use or access to the remainder property and will not park or store vehicles, debris or equipment on GRANTOR(s) remainder property unless GRANTOR(s) written permission is obtained in advance.
12. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

GRANTOR: Jeffrey Bohl, an unmarried man
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-510-05

- 13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
- 14. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- 15. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Temporary Construction Easement Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
- 16. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
- 17. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

In Witness Whereof, the Parties have executed this AGREEMENT this date of January 19 2020.

GRANTOR: Jeffrey Bohl, an unmarried man

By: *Jeffrey Bohl*
Jeffrey Bohl

APPROVED: County of Inyo

SEE ATTACHED CALIFORNIA CERTIFICATE

Raymond Coglecil
January 19, 2021

By: _____
Michael Errante, P.E.
Public Works Director

Date: _____



RECOMMENDATION AND APPROVAL:

By: *Suzan Hunt Arnold*
Suzan Hunt Arnold
Senior Acquisition Agent

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 1189

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

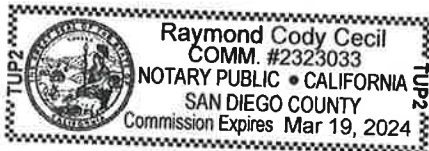
County of San Diego

On January 19, 2021 before me, Raymond Cody Cecil, Notary Public
personally appeared Jeffrey Bohl

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/her/their authorized capacity(ies), and that by his/her/their signature(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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Purchase Agreement

Document Date: 1/19/2021 Number of Pages: 5

Signer(s) other than named above: Michael Errantey and Suzzan Hunt Arnold

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

EXHIBIT A

<p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p>	<p style="text-align: right;">Above space for Recorder's Use Only</p>
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HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Jeffrey Bohl, an unmarried man (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: January 19, 2021



Jeffrey Bohl

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Diego)
On January 14, 2024 before me, Raymond Cody Cecil, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Bohl
Name(s) of Signer(s)

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/her/their authorized capacity(ies), and that by his/her/their signature(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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Highway Easement Deed Document Date: _____
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



09/29/2020

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02

NOTE:
ENTIRE AREA OF
ACQUISITION LIES
WITHIN LADWP'S
RIGHT OF WAY

COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

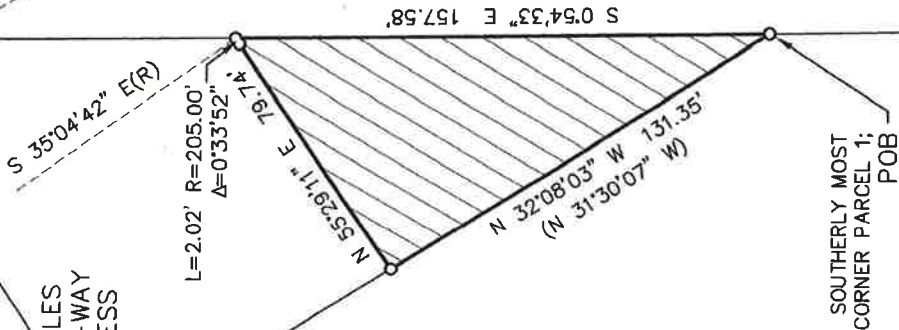
DR. BY: ADD	DATE: 09/29/2020
CKD BY: SHI	SCALE 1" = 50'
CO. RTE. PM	
INYO	2 OF 2

SECTION 29
SECTION 30

BOHL
DOC. NO. 2015-0974
APN 033-510-05
PARCEL 1
3 PM 15-16

250' WIDE LOS ANGELES
AQUEDUCT RIGHT-OF-WAY
PER ACT OF CONGRESS
JUNE 5, 1920,
41 STATUTE 983

HOGAN
DOC. NO. 1989-8727
APN 033-510-08
PARCEL 2
3 PM 15-16



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION
- ±5,365 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jeffrey Bohl, an unmarried man, and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2021-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

<p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p>	<p style="text-align: right;">Above space for Recorder's Use Only</p>
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Jeffrey Bohl

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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Date Here Insert Name and Title of the Officer
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Name(s) of Signer(s)

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/her/their authorized capacity(ies), and that by his/her/their signature(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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

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Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



09/29/2020

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02

NOTE:
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ACQUISITION LIES
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RIGHT OF WAY

COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

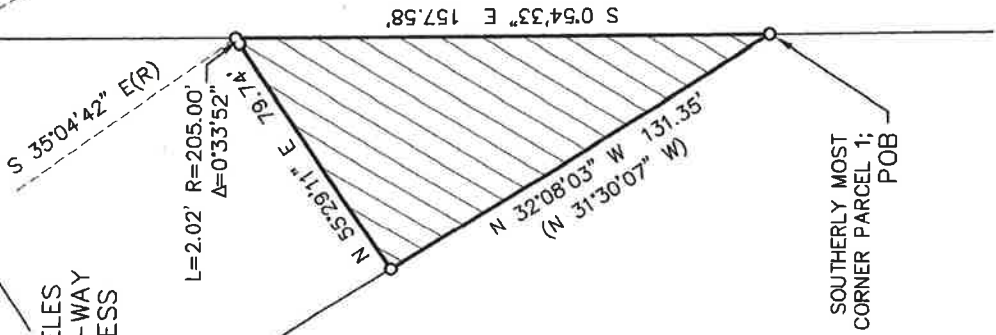
DR. BY: ADD	DATE: 09/29/2020
CKD BY: SHI	SCALE 1" = 50'
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DOC. NO. 1989-8727
APN 033-510-08
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3 PM 15-16



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- ▨ AREA OF ACQUISITION
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Dated: _____

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

RESOLUTION NO. 20-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 033-510-05 FOR
THE REALIGNMENT OF A PORTION OF WALKER CREEK ROAD

WHEREAS, Jeffrey Kohl, an unmarried man (“Grantor”), as owner of the property located at APN 033-510-05 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantors; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2021, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Jeff Griffiths, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board



County of Inyo
DEPARTMENT OF PUBLIC WORKS
 168 N. Edwards Street, Independence, CA 93526
 Main 760.878-.0201 Fax 760.878.2001

POSSESSION AND USE AGREEMENT

January 2, 2021		
DATE		
INYO CO	BRIDGE 48C-0011 BRIDGE	WALKER CREEK LOCATION
033-510-08 APN.	BRLO-5948(076) FED PROJECT ID NO.	

This Possession and Use Agreement (“Agreement”) is made on _____, 2021, by and between the County of Inyo, a subdivision of the State of California, (“County”), and Michael Robin Hogan (“Owner”), who shall be collectively referred to as the “Parties.”

RECITALS

A. County requires immediate possession and use of Owner’s real property to construct a County highway project. Owner’s property is located in Inyo County, California, legally described in the attached Exhibit “A” and identified on the Right of Way map in the attached Exhibit “B.”

B. Property is designated by County Assessor’s Parcel No. 033-510-08 (the “Parcel”). The Parcel is required for the purpose of constructing a portion of a County Road and the Walker Creek Bridge Replacement known as the Walker Creek Road Bridge Replacement Project (the “Project”). The purpose of this Agreement is to allow the County to proceed with construction of the Project without delay.

C. The Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest. It is the intent of County to offer fair-market compensation to Owner for permission to enter the Parcel and to construct the Project, and as consideration for the rights set forth in the paragraph entitled “Possession,” below. County has made a firm written offer to pay the total sum of \$2,400 to Owner and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the County’s appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to County and federal regulations and policies. The Owner has not accepted this offer.

OPERATIVE PROVISIONS

In consideration of the sum to be paid to Owner and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, County and Owner agree as follows:

Possession

1. Owner grants to County and its contractors, agents, representatives, employees and all others deemed necessary by County, the irrevocable right to exclusive possession and use of the Parcel, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right of way. In consideration for this irrevocable grant of possession and use, County will tender into escrow the sum of \$2,400.00. County shall have the right to possess the Parcel and begin construction of the Project on the date the sum is paid into escrow.

Just Compensation and Appraisal

2. Owner acknowledges that the sum referenced in paragraph 1 represents the full amount of the County-approved appraisal of what County believes is just compensation owed for the acquisition of the Parcel. Should the Owner fail to provide the notarized deeds as a result of the COVID 19 restrictions in the United Kingdom and it becomes necessary for County to file a condemnation action to acquire the Parcel, the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

Escrow

3. This transaction will be handled through an escrow with Placer Title Company, 7843 N. Ingram Avenue, Fresno, CA 93711, Escrow No. P-346563. County shall pay all escrow fees incurred in this transaction. Owner shall be entitled to interim disbursement of \$1,000 from the sum referred to in paragraph 1, less any amounts payable to any other persons having an interest in the Parcel. Any unearned rents will be prorated in escrow and County shall be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:

- a. All holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Parcel; and
- b. All other parties having interests in the Parcel have received payment or have consented to a payment to Owner; and
- c. County has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner's withdrawal.

4. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by County. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award, or verdict of just compensation for the Parcel. Owner agrees to diligently attempt to obtain notarization of the deeds by either local resources or the United States Embassy or Consulate.

Effective Date

5. This Agreement is effective as of February 28, 2021 (the "Effective Date"). From and after the Effective Date, Owner shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining County's prior written consent.

Taxes

6. Owner agrees to submit payment, when due, to the County tax collector for all taxes and special assessments on the Parcel that are due during the period from the date of possession (as set forth in paragraph 1 of this Agreement) to the date title transfers to the County. Title transfers to the County on the date the Grant Deed or Final Order of Condemnation is recorded in the office of the County recorder. Owner shall not be required to pay taxes or special assessments on the Parcel on or after the date title transfers to the County. After the date title transfers to the County, the County will request that the County tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to the County. After the tax cancellation request

is made by the County, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

Eminent Domain Proceedings

7. This Agreement is made with the understanding that County will continue to negotiate in good faith with Owner to acquire its interest in the Parcel by direct purchase. It is further understood that in the event an agreement for purchase is not reached within six (6) months of the Effective Date of this Agreement, such failure will be an acknowledgement that the negotiations to acquire the Parcel have proved futile, and County shall have the right to file a complaint in eminent domain to acquire title to the Parcel. Such complaint shall be filed within a reasonable time after the time period provided in this paragraph has expired.

8. If County begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the County.

Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235

9. Section 1245.235 of the California Code of Civil Procedure requires the County of Inyo to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the California Transportation Commission and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- a. The public interest and necessity require the project.
 - b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property sought to be acquired is necessary for the project.
 - d. The offer required by section 7267.2 of the Government Code has been made to the Owner or others of record.
10. By granting this irrevocable right to possession and use of the Parcel to County, Owner agrees to the following:
- a. Owner specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and Owner shall not object to the adoption of the resolution of necessity by the California Transportation Commission authorizing the taking of the property described in Exhibit "A."
 - b. Owner shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit "A."
 - c. In any eminent domain action filed by County to acquire the property described in Exhibit "A," Owner shall not challenge County's right to acquire such property, and the only issue shall be the amount of just compensation for the property.
-

Refund

11. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference including interest at the apportionment rate of interest as provided in Code of Civil Procedure section 1268.350 to County.

Waiver

12. Owner waives any right to challenge County's right to possess and use the Parcel in any subsequent eminent domain proceedings filed by County. Owner also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

Date of Valuation

13. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be February 28, 2021.

14. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by section 1268.350 of the California Code of Civil Procedure. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date County takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Hazardous Materials

15. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Parcel on the date County takes possession of the Parcel, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

Owner shall further hold County, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date County takes possession under this Agreement.

Abandonment of Proceeding

16. Under section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, County reserves the right to abandon the proceeding in whole or in part.

Authority to Execute and Bind

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.

Entire Agreement

18. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein.

Governing Law

19. This Agreement is made and entered into in the County of California, and shall in all respects be interpreted, enforced and governed under the laws of said County. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

Successors in Interest

20. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

Understanding of Agreement

21. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

Fees and Costs

22. Except as otherwise provided in this Agreement, each party shall bear all costs (including expert and appraisal fees) (excluding appraisal fees not to exceed \$5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

Severability

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

Amendment to Agreement

24. This Agreement may only be amended by written agreement, executed by all Parties.

Counterparts

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Memorandum of Agreement

26. State shall record a memorandum of this Agreement.

OWNER: MICHAEL ROBIN HOGAN, an unmarried man

DATED: January 7TH 2021

MR Hogan
Signature: MICHAEL ROBIN HOGAN

RECOMMENDED FOR APPROVAL:

DATED: 2/9/2021

By: Suzan Hunt Arnold
SUZZAN HUNT ARNOLD
Senior Right of Way Agent

APPROVED: COUNTY OF INYO

DATED: _____

By: _____
MICHAEL ERRANTE, P.E.
Public Works Director



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Greg Waters

SUBJECT: Election Emergency Standby Generator Installation Project

RECOMMENDED ACTION:

Request Board:

- A) award the contract for the Election Emergency Standby Generators Installation Project to Eldridge Electric & Sons, Inc. of Bishop, CA as the successful bidder;
- B) approve the construction contract between the County of Inyo and Eldridge Electric & Sons, Inc. of Bishop, CA in the amount of \$178,604.97, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained;
- C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws;
- D) authorize an increase of the previously authorized purchase order to Energy Systems from the not-to-exceed value of \$125,000 to \$135,888.73; and
- E) authorize the purchase of a flatbed trailer in an amount not-to-exceed \$4,000 to mount the generator to be shared by the Tri-County Fairgrounds (on Election Days) and the Bishop Senior Center.

SUMMARY/JUSTIFICATION:

Over the course of the last 2 years, Inyo County has been subject to occasional Public Safety Power Shutoff (PSPS) events, initiated by local service area utility providers as a wildfire mitigation measure during red flag warnings and extreme weather events.

In preparation for future PSPS events, or any other incident that may cause extended power outages, the Inyo County Clerk Recorder's Office and Inyo County Office of Emergency Services have both leveraged funding opportunities to purchase generators as a back-up power source to support critical infrastructure, essential facilities and provide resiliency county-wide. In August of 2020, your Board approved a Purchase Order to move forward with purchasing the back-up generators for this project.

The contract coming before your Board today for consideration is for the installation of the generators and generator connections at the previously identified facilities located throughout Inyo County.

A portion of these funds were allocated to Inyo County from the California Governor's Office of Emergency Services Fiscal Year 2019 Public Safety Power Shutoff Resiliency Allocation and the Fiscal Year 2020 Community Power Resiliency Allocation. These funds were allocated to Operational Areas throughout the State of California to support critical infrastructure and resiliency county-wide, with a particular focus on public safety, vulnerable communities and individuals with access and functional needs.

This project will provide an emergency power source for not only election facilities, but also emergency shelters, warming/cooling centers and senior centers.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County Recorder's Office and the Inyo County Office of Emergency Services both received funding to purchase back-up generators to help support critical infrastructure and resiliency county-wide. The generators were purchased previously with your Board's approval.

The item brought before your Board today will finalize this project by approving the contract for installation of the generators and the generator connections, at the facilities that are identified in the attached spreadsheet.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the generator installation contract. The generators that were purchased by a previously authorized purchase order could remain uninstalled until a future time. The Election Grant funds and the OES Resiliency Allocations that were earmarked to pay for the purchase of the generators could not be utilized and the cost of the generators would need to come from general funds, due to the project being incomplete..

OTHER AGENCY INVOLVEMENT:

CalOES

FINANCING:

Election Grant of \$148,357.00 Budget Unit #621250

California Governor's Office of Emergency Services Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation and the Fiscal Year 2020 Community Power Resiliency Allocation Totaling \$186,061.39 and included in the Board Approved Fiscal Year General Relief Budget #010205, Equipment Object Code #5650

ATTACHMENTS:

1. Generator Budget
2. Installation Contract
3. Eldridge Electric Installation Bid
4. Eldridge Electric Proposal for Bishop Senior Center Installation
5. Generator Install Bid Analysis
6. 20200825PW - EnergySystemsP.O.
7. 20201103PW - ElectionGeneratorPlans&Specs

APPROVALS:

Greg Waters	Created/Initiated - 12/14/2020
Darcy Ellis	Approved - 12/15/2020
Greg Waters	Approved - 2/16/2021
Sue Dishion	Approved - 2/17/2021
Kelley Williams	Approved - 2/17/2021
Kammi Foote	Approved - 2/18/2021
Marshall Rudolph	Approved - 2/18/2021

Amy Shepherd
Aaron Holmberg
Michael Errante

Approved - 2/18/2021
Approved - 2/18/2021
Final Approval - 2/18/2021

**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, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. 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)].

12. 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.

13. 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.

14. 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 comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. 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.

16. 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: _____

17. 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.

18. 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.

19. 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.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. 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.

22. 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.

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

24. 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.

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

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(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, 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**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 5

Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$_____ per occurrence for bodily injury, personal injury, and property damage. 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), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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 contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance 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** on the CGL and automobile liability policies with respect to liability arising out of 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting 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 policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors

Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

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

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.

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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 circumstances.

COUNTY OF INYO BID TABULATION

Project Title & Bid No.: Inyo County Emergency Standby Generators Installation ZP-20-012

Bid Opening Date: Wednesday, December 9th, 2020 3:30 PM

Location: Inyo County Admin Building, Independence, CA



Bid #	Bidder Name	Base Bid \$
1	Eldridge Electric & Son	\$ 166,726.07
2	P & J Electric	\$ 276,815.00
3	mjs Construction	\$ 387,300.00
4	Global Power Group, Inc.	\$ 1,588,500.00
5	CA Building Evaluation	\$ 88,500.00
6		
7		
8		
9		
10		
11		
12		

Opened By: Darcy Ellis

Present: Cori Denault

Inyo County Public Works
Inyo County Emergency Standby Generators Installation Project ZP-20-012
Bid Summary Sheet
As of 12/30/2020 4:05 PM

Company	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Total	CSLB Check
	Mobilization	Tri-County	Big Pine Town Hall	Courthouse	Annex	Statham Hall	Startup Commssioning Training		
CA Building Evaluation *	\$5,000.00	\$11,500.00	\$19,000.00	\$14,000.00	\$17,000.00	\$19,000.00	\$3,000.00	\$88,500.00	OK
Eldridge Electric & Sons	\$7,437.57	\$12,738.30	\$27,905.70	\$32,798.23	\$45,184.26	\$30,558.97	\$10,103.04	\$166,726.07	OK
P&J Electric	\$6,315.00	\$25,282.00	\$58,405.00	\$78,793.00	\$54,666.00	\$47,289.00	\$6,065.00	\$276,815.00	OK
MJS Construction	\$13,300.00	\$63,000.00	\$73,000.00	\$81,000.00	\$86,000.00	\$64,000.00	\$7,000.00	\$387,300.00	OK
Global Power Group, Inc	\$85,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$28,500.00	\$1,588,500.00	OK
*CA Building Evaluation pulled their bid after the Bid Tab Sheet was distributed.									

BID PROPOSAL FORMS

For The

**ELECTION EMERGENCY STANDBY GENERATORS
INSTALLATION PROJECT**

Inyo County, CA

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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: ELDRIDGE ELECTRIC I SON, INC
169 E LINE ST
BISHOP, CA 93514
(Herein called "Bidder")

FOR: **ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 December 2nd, 2020 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, electronic, 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/or 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.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$ 7,437.57	\$ 7,437.57
2	Tri-County Fairgrounds - Complete	1	LS	\$ 12,738.30	\$ 12,738.30
3	Big Pine Town Hall - Complete	1	LS	\$ 27,905.70	\$ 27,905.70
4	Independence Courthouse - Complete	1	LS	\$ 32,798.23	\$ 32,798.23
5	Annex Building - Complete	1	LS	\$ 45,184.26	\$ 45,184.26
5	Statham Hall - Complete	1	LS	\$ 30,558.97	\$ 30,558.97
5	Start-Up, Commissioning, and Training	1	LS	\$ 10,103.04	\$ 10,103.04
TOTAL BASE BID AMOUNT:					\$ 166,726.07

PROJECT BID AMOUNT - UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ 166,726.07

BID TOTAL (IN WORDS): ONE HUNDRED SIXTY-SIX THOUSAND,
SEVEN HUNDRED TWENTY-SIX DOLLARS AND SEVEN CENTS.



This bid was received on Dec. 9
20 20 at 2:31 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

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.

#1 - 11.13.20 , #2 - 11.24.20 , #3 - 12.02.20

(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: ELDRIDGE ELECTRIC & SON, INC

Address: 169 E LINE ST

BISHOP, CA Zip Code 93514
(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 873-9140

Federal Identification No.: 20-0829315

Contractor's License No.: 845483 State: CA

Classification: C10 Expiration Date: 08.31.22

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.

CHRISTOPHER ELDRIDGE - PRESIDENT

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

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

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

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

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

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

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

INYO COUNTY PUBLIC WORKS DEPARTMENT

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 **ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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**

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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:

AltaOne
FEDERAL CREDIT UNION
P.O. Box 1209, Ridgecrest, CA 93556
(760) 371-7000 | (800) 433-9727

ALTAONE FEDERAL CREDIT UNION
RIDGECREST, CA 93556
90-7446/3222

No. 0000167559

12/09/20

EXACTLY  **16,672 Dollars 61 Cents**

\$16,672.61

PAY *** Sixteen Thousand Six Hundred Seventy-Two Dollars and 61 Cents ***

VOID AFTER 180 DAYS

TO THE ORDER OF
COUNTY OF INYO
RE: ELDRIDGE ELECTRIC & SON, INC


AUTHORIZED SIGNATURE

⑈0000167559⑈ ⑆322274462⑆ 724850⑈

Bidder (print name) : ELDRIDGE ELECTRIC & SON, INC

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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
3,4,5	CONCRETE PADS	4%	A & C8, 998981 10.31.21	CLAIR CONCRETE, INC 438 ARBOLES DR BISHOP, CA 93514 760.872.1439
5	START-UP COMMISSIONING TRAINING	4%	B & C10, 1069307 09.30.22	WEST COAST ENERGY SYSTEMS 7100 S. LONGE ST, #300 STOULTON, CA 95206 209.993.6999

[Signature]
Signature of Authorized Person)

OFFICE MANAGER
(Title)

EVA GENTAY
(Printed Name)

12.09.20
(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.

EVA GENTRY OFFICE MANAGER

(Name and Title of Signer)


Signature

12.09.20
Date

Company Name ELDRIDGE ELECTRIC I SON, INC

Business Address 169 E LINE ST

BISHOP, CA 93514

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

NON-COLLUSION AFFIDAVIT

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

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

The undersigned declares:

I am the OFFICE MANAGER of ELDRIDGE ELECTRIC & SON, INC 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

12.09.20, at BISHOP, CA
(Date) (City) (State)

EVA GENTRY OFFICE MANAGER
(Name and Title of Signer)

[Signature] 12.09.20
Signature Date

Company Name ELDRIDGE ELECTRIC & SON, INC

Business Address 169 E LINE ST
BISHOP, CA 93514

**PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE**

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 X

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)

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.

EVA GENTRY OFFICE MANAGER
(Name and Title of Signer)


Signature

12.09.20
Date

Company Name ELDRIDGE ELECTRIC & SON, INC

Business Address 169 E LINE ST
BISHOP, CA 93514

LOCAL BUSINESS PREFERENCES

INYO COUNTY ORDINANCE No. 1156

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.
- 6.06.060 Small Business Subcontracting Preference.
- 6.06.080 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.

1

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

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

6.06.030 General Provisions.

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

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

6.06.040 Local Business and Small Business Preference.

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

6.06.050 Small Business Subcontracting Preference.

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

6.06.060 Limit On Contracting Preferences.

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

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

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

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


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

SMALL BUSINESS ENTERPRISE COMMITMENTS

(Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

TOTAL CONTRACT AMOUNT: \$ 166,726.07

BID OPENING DATE: December 2nd, 2020

BIDDER'S COMPANY NAME: ELDRIDGE ELECTRIC & SON, INC

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 <small>(Must be certified on the date bids are opened)</small>	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
<u>ALL</u>	<u>ELECTRICAL</u>	<u>LIC - 845483</u> <u>EXP - 8.31.22</u> <u>SBE - 38591</u> <u>EXP - 5.31.22</u>	<u>ELDRIDGE ELECTRIC & SON, INC</u> <u>CHRISTOPHER ELDRIDGE</u> <u>1109 E LINE ST</u> <u>BISHOP, CA 93514</u>	<u>153,773.67</u>

For Inyo County to Complete:

Project Number: ZP-20-012

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ 153,773.67

93 %

[Signature]
Signature of Bidder

12.09.20 760.873.9140
Date (Area Code) Tel. No.

EVA GENTRY
Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

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: ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT		BUSINESS ADDRESS		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT		DATE OF FINAL PAYMENT		
ELDRIDGE ELECTRIC & SDA, INC		169 E LIVE ST BISHOP, CA 93514		8/16/06, 726-07		
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS NON-SBE SBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
A-11	ELDRIDGE ELECTRIC & SDA, INC 169 E LIVE ST BISHOP CA 760-873-9140	ELECTRICAL	38591	\$ 153,773.67		
3, 4, 5	CLAIR CONCRETE INC 438 ARBOLES DR, BISHOP CA 760-872-1431	CONCRETE PAOS		\$ 6,250.00		
5	WEST COAST ENERGY SYSTEMS 2100 S. LONGE ST #300 STOCKTON, CA 95206 209-993-6999	START-UP COMMISSIONING TRAINING		\$ 6,902.40		
TOTAL				\$ 12,952.40	\$ 153,773.67	
(i) Original Commitment						
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
CONTRACTOR REPRESENTATIVE'S SIGNATURE				BUSINESS PHONE NUMBER		DATE
				760-873-9140		12-09-20
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.

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Contractor's License Detail for License # 845483

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 12/10/2020 9:43:51 AM

Business Information

ELDRIDGE ELECTRIC AND SON INC
169 E LINE ST
BISHOP, CA 93514
Business Phone Number:(760) 873-9140

Entity Corporation
Issue Date 08/27/2004
Expire Date 08/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10- ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.

Bond Number: 247438

Bond Amount: \$15,000

Effective Date: 07/01/2020

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual CHRISTOPHER WILLIAM ELDRIDGE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/27/2004

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSA504094602

Effective Date: 04/26/2020

Expire Date: 04/26/2021

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

▼ Contractor's License Detail (Personnel List)

Contractor License # 845483

Contractor Name ELDRIDGE ELECTRIC AND SON INC

Click on the person's name to see a more detailed page of information on that person

Licenses Currently Associated With

Name CHRISTOPHER WILLIAM ELDRIDGE

Title RMO / CEO / PRES

Association Date 08/27/2004

Classification C10

Licenses No Longer Associated With

BID PROPOSAL FORMS

For The

**ELECTION EMERGENCY STANDBY GENERATORS
INSTALLATION PROJECT**

Inyo County, CA

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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: ELDRIDGE ELECTRIC I SON, INC
169 E LINE ST
BISHOP, CA 93514
(Herein called "Bidder")

FOR: **ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 December 2nd, 2020 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, electronic, 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/or 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.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$ 7,437.57	\$ 7,437.57
2	Tri-County Fairgrounds - Complete	1	LS	\$ 12,738.30	\$ 12,738.30
3	Big Pine Town Hall - Complete	1	LS	\$ 27,905.70	\$ 27,905.70
4	Independence Courthouse - Complete	1	LS	\$ 32,798.23	\$ 32,798.23
5	Annex Building - Complete	1	LS	\$ 45,184.26	\$ 45,184.26
5	Statham Hall - Complete	1	LS	\$ 30,558.97	\$ 30,558.97
5	Start-Up, Commissioning, and Training	1	LS	\$ 10,103.04	\$ 10,103.04
TOTAL BASE BID AMOUNT:					\$ 166,726.07

PROJECT BID AMOUNT - UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ 166,726.07

BID TOTAL (IN WORDS): ONE HUNDRED SIXTY-SIX THOUSAND,
SEVEN HUNDRED TWENTY-SIX DOLLARS AND SEVEN CENTS.



This bid was received on Dec. 9
20 20 at 2:31 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

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.

#1 - 11.13.20 , #2 - 11.24.20 , #3 - 12.02.20

(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: ELDRIDGE ELECTRIC & SON, INC

Address: 169 E LINE ST

BISHOP, CA Zip Code 93514
(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 873-9140

Federal Identification No.: 20-0829315

Contractor's License No.: 845483 State: CA

Classification: C10 Expiration Date: 08.31.22

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.

CHRISTOPHER ELDRIDGE - PRESIDENT

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

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

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

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

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

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

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

INYO COUNTY PUBLIC WORKS DEPARTMENT

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 **ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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**

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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:

AltaOne
FEDERAL CREDIT UNION
P.O. Box 1209, Ridgecrest, CA 93556
(760) 371-7000 | (800) 433-9727

ALTAONE FEDERAL CREDIT UNION
RIDGECREST, CA 93556
90-7446/3222

No. 0000167559

12/09/20

EXACTLY  **16,672 Dollars 61 Cents**

\$16,672.61

PAY *** Sixteen Thousand Six Hundred Seventy-Two Dollars and 61 Cents ***

TO THE ORDER OF COUNTY OF INYO
RE: ELDRIDGE ELECTRIC & SON, INC

VOID AFTER 180 DAYS


AUTHORIZED SIGNATURE

⑈0000167559⑈ ⑆322274462⑆ 724850⑈

Bidder (print name) : ELDRIDGE ELECTRIC & SON, INC

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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
3,4,5	CONCRETE PADS	4%	A & C8, 998981 10.31.21	CLAIR CONCRETE, INC 438 ARBOLES DR BISHOP, CA 93514 760.872.1439
5	START-UP COMMISSIONING TRAINING	4%	B & C10, 1069307 09.30.22	WEST COAST ENERGY SYSTEMS 7100 S. LONGE ST, #300 STOULTON, CA 95206 209.993.6999

[Signature]
Signature of Authorized Person)

OFFICE MANAGER
(Title)

EVA GENTAY
(Printed Name)

12.09.20
(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.

EVA GENTRY OFFICE MANAGER

(Name and Title of Signer)


Signature

12.09.20
Date

Company Name ELDRIDGE ELECTRIC I SON, INC

Business Address 169 E LINE ST

BISHOP, CA 93514

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

NON-COLLUSION AFFIDAVIT

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

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

The undersigned declares:

I am the OFFICE MANAGER of ELDRIDGE ELECTRIC & SON, INC 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

12.09.20, at BISHOP, CA
(Date) (City) (State)

EVA GENTRY OFFICE MANAGER
(Name and Title of Signer)

 12.09.20
Signature Date

Company Name ELDRIDGE ELECTRIC & SON, INC

Business Address 169 E LINE ST
BISHOP, CA 93514

**PUBLIC CONTRACT CODE SECTION 10162
QUESTIONNAIRE**

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 X

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)

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.

EVA GENTRY OFFICE MANAGER
(Name and Title of Signer)


Signature

12.09.20
Date

Company Name ELDRIDGE ELECTRIC & SON, INC

Business Address 169 E LINE ST
BISHOP, CA 93514

LOCAL BUSINESS PREFERENCES

INYO COUNTY ORDINANCE No. 1156

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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.
- 6.06.060 Small Business Subcontracting Preference.
- 6.06.080 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.

1

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

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

6.06.030 General Provisions.

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

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

6.06.040 Local Business and Small Business Preference.

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

6.06.050 Small Business Subcontracting Preference.

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

6.06.060 Limit On Contracting Preferences.

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

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

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

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


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/29/10

SMALL BUSINESS ENTERPRISE COMMITMENTS

(Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

TOTAL CONTRACT AMOUNT: \$ 166,726.07

BID OPENING DATE: December 2nd, 2020

BIDDER'S COMPANY NAME: ELDRIDGE ELECTRIC & SON, INC

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 <small>(Must be certified on the date bids are opened)</small>	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
ALL	ELECTRICAL	LIC - 845483 EXP - 8.31.22 SBE - 38591 EXP - 5.31.22	ELDRIDGE ELECTRIC & SON, INC CHRISTOPHER ELDRIDGE 1109 E LINE ST BISHOP, CA 93514	153,773.67

For Inyo County to Complete:

Project Number: ZP-20-012

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation

\$ 153,773.67

93 %

[Signature]

Signature of Bidder

12.09.20 760.873.9140

Date (Area Code) Tel. No.

EVA GENTRY

Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

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: ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT		BUSINESS ADDRESS		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR		ESTIMATED CONTRACT AMOUNT		DATE OF FINAL PAYMENT		
ELDRIDGE ELECTRIC & SDA, INC		169 E LIVE ST BISHOP, CA 93514		8/16/06, 726.07		
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS NON-SBE	SBE	DATE WORK COMPLETE
A-11	ELDRIDGE ELECTRIC & SDA, INC 169 E LIVE ST BISHOP CA 760.873.9140	ELECTRICAL	38591	\$	\$ 153,773.67	
3, 4, 5	CLAIR CONCRETE INC 438 ARBOLES DR, BISHOP CA 760.872.1431	CONCRETE PAOS		\$	\$ 6,250.00	
5	WEST COAST ENERGY SYSTEMS 2100 S. LONGE ST #300 STOCKTON, CA 95206 209.993.6999	START-UP COMMISSIONING TRAINING		\$	\$ 6,902.40	
TOTAL				\$	\$ 12,952.40	\$ 153,773.67
(i) Original Commitment						
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
CONTRACTOR REPRESENTATIVE'S SIGNATURE				BUSINESS PHONE NUMBER		DATE
				760.873.9140		12.09.20
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.

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ELDRIDGE ELECTRIC AND SON INC

169 E. Line Street
BISHOP, CA 93514
Phone: 760 873 9140
Fax: 760 873 9141
Contractors #845483 DIR# 1000007290

Bid Proposal

01/15/2021

TO: Greg Waters
Inyo County Building & Maintenance
PO Box Q
Independence, CA 93526

JOB: Bishop Senior Center Transfer Switch Installation
Bid Date: 01/13/2021

Work Description: Install a Transfer Switch that will be provided by others. Run conduit from Transfer Switch to Main Switch Gear, where we will intercept the Main Feeds on the Load Side of the Main Breaker. Install a receptacle for the Battery Charger.

Our price for the above job is: **\$11,878.90**

Sincerely,

SHAWN KILGORE

Inyo County Public Works
Inyo County Emergency Standby Generators Installation Project ZP-20-012
Bid Summary Sheet
As of 2/16/2021 1:49 PM

Company	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Total	CSLB Check
	Mobilization	Tri-County	Big Pine Town Hall	Courthouse	Annex	Statham Hall	Startup Commssioning Training		
CA Building Evaluation *	\$5,000.00	\$11,500.00	\$19,000.00	\$14,000.00	\$17,000.00	\$19,000.00	\$3,000.00	\$88,500.00	OK
Eldridge Electric & Sons	\$7,437.57	\$12,738.30	\$27,905.70	\$32,798.23	\$45,184.26	\$30,558.97	\$10,103.04	\$166,726.07	OK
P&J Electric	\$6,315.00	\$25,282.00	\$58,405.00	\$78,793.00	\$54,666.00	\$47,289.00	\$6,065.00	\$276,815.00	OK
MJS Construction	\$13,300.00	\$63,000.00	\$73,000.00	\$81,000.00	\$86,000.00	\$64,000.00	\$7,000.00	\$387,300.00	OK
Global Power Group, Inc	\$85,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$295,000.00	\$28,500.00	\$1,588,500.00	OK
*CA Building Evaluation pulled their bid after the Bid Tab Sheet was distributed.									

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25th day of August 2020 an order was duly made and entered as follows:

Public Works – Moved by Supervisor Pucci and seconded by Supervisor Totheroh to authorize a
Energy Systems purchase order in an amount not to exceed \$125,000, payable to Energy Systems of
P.O. Stockton, CA for five generators and one transfer switch.

WITNESS my hand and the seal of said Board this 25th
Day of August, 2020

Routing
CC Purchasing X Personnel Auditor CAO: Other: Public Works DATE: September 9, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 25, 2020

FROM: Greg Waters

SUBJECT: Request Board authorize a purchase order in an amount not to exceed \$125,000, payable to Energy Systems of Stocktown, California for five generators and one automatic transfer switch

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$125,000, payable to Energy Systems of Stockton, CA for five generators and one transfer switch.

SUMMARY/JUSTIFICATION:

The electrical utilities have been deliberately shutting down the power grid during periods of high wind to mitigate the chance of arcing power lines and the resultant fires that previously resulted in massive loss of life and property damage in Paradise, California in November 2018. The Elections Department has obtained a grant from the State of California to purchase and install generators at all affected voting venues. This purchase order is for the acquisition of the generators and one automatic transfer switch only. The design of the concrete pads, propane systems, electrical conduit, and the remaining four manual transfer switches is in progress and is expected to be completed prior to the generators arrival. Although the total for the successful bid was \$116447.09 we are requesting a Not-to-Exceed authorization of \$125,000.00 to cover any incidentals during buy-out. The installation of the generators will be put out to bid as an OFCI (Owner Furnished, Contractor Installed) contract. The benefit of this method of delivery is two-fold, it allows the fast-tracking of the acquisition of the generators, which are long lead items, and it will mitigate the overall cost of the project, as the procurement of the generators is a majority of the cost of the work.

BACKGROUND/HISTORY OF BOARD ACTIONS:

As a result of the loss of life and property damage from the Camp Fire in Paradise, CA in November 2018, electrical utility companies have been shutting off the power during periods of high wind in Inyo County. One of the unintended consequences of these de-energizations of the power grid is that it could result in the disenfranchisement of Inyo County voters should it occur on an Election Day. In order to mitigate this threat, the Elections Department has obtained a grant from the State of California to purchase and install emergency standby generators at all of the affected voting venues in Inyo County

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to authorize the purchase order for the Elections Emergency Standby Generators, the grant money would expire, and the voters of Inyo County could be disenfranchised by the inability to operate the voting venues on election day, should a black out occur.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding source for this purchase is the Elections Voting Systems grant budget (621250) for FY 20-21

ATTACHMENTS:

1. Bid Documents

APPROVALS:

Greg Waters	Created/Initiated - 8/11/2020
Darcy Ellis	Approved - 8/13/2020
Greg Waters	Approved - 8/13/2020
Marshall Rudolph	Approved - 8/13/2020
Aaron Holmberg	Approved - 8/14/2020
Amy Shepherd	Approved - 8/17/2020
Michael Errante	Approved - 8/17/2020
Darcy Ellis	Final Approval - 8/17/2020

**Inyo County Emergency Standby Generators
Bid Summary
As of 8/13/2020 7:44 AM**

Vendor Name	Base Bid	Add 1	Tax 7.75%	Tri-County 70 KW	Big Pine 48 KW	Annex 100 KW	Annex XFER	Courthouse 70 KW	Statham Hall 70 KW	Total w Sales Tax	Manufacturer	Annex Alternate 1 130 KW	Small Business	Local Business	Lead Time
Fully Responsive Bids															
Energy Systems *	\$114,735.75	Yes	Included	\$21,903.67	\$17,787.63	\$29,092.24	\$2,144.86	\$21,903.67	\$21,903.67	\$114,735.74	Generac	\$30,804.49	TBD	No	7 Weeks
Leete Generators	\$149,142.00	Yes	Included	\$28,950.00	\$19,867.00	\$40,949.00	Included	\$29,638.00	\$29,738.00	\$149,142.00	Blue Star	\$40,949.00	TBD	No	10-12 Weeks
Cashman Equipment	\$171,271.84	Yes	Included	\$34,734.01	\$28,595.96	\$38,193.14	Included	\$35,014.72	\$34,734.01	\$171,271.84	Catapillar	\$46,310.85	TBD	No	10-12 Weeks
Eldridge Electric	\$188,732.64	Yes	Included	\$38,207.42	\$31,455.56	\$42,067.46	Included	\$38,794.78	\$38,207.42	\$188,732.64	Catapillar	\$50,941.95	TBD	Yes	18 Weeks
Quinn Power Systems	\$216,162.61	Yes	Included	\$41,693.86	\$36,877.43	\$49,958.25	\$4,245.35	\$41,693.86	\$41,693.86	\$216,162.61	Taylor	\$55,114.12	TBD	No	10-12 Weeks
Non Fully Responsive Bids															
Technology International	\$98,280.00	No**	\$7,616.70	\$18,860.00	\$11,100.00	\$30,600.00	Included	\$18,860.00	\$18,860.00	\$105,896.70	Cummins	Not Bid	TBD	No	20 Weeks
High Country Lumber	\$104,305.12	No**	\$7,502.22	\$19,004.15	\$11,221.55	\$28,568.90	Not Bid***	\$19,004.15	\$19,004.15	\$104,305.12	Cummins	Not Bid	TBD	Yes	10-15 Weeks
United Rentals	\$122,489.00	No**	Included	\$23,721.00	\$15,177.00	\$31,570.00	\$4,732.00	\$23,568.00	\$23,721.00	\$122,489.00	Cummins	Not Bid	TBD	No	11-17 Weeks
*Energy Systems bid including upgrade for the Annex generator from a 100 KW to a 130 KW is \$119,447.95															
** Addendum 1 was not referenced nor reflected in the bid															
***Automatic Transfer Switch was not bid for the Annex Building															



County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders
FROM: Inyo County Public Works
RE: Request for Bid – **Five Generators and One Automatic Transfer Switch**
DATE: July 13th, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for 5) new generators and 1) automatic transfer switch Project #ZP 20-012

The deadline for submitting your bid is **August 5th, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Greg Waters at gwaters@inyocounty.us Should it be found necessary, a written addendum will be posted on the website [www.inyocounty.us/Bid Packages.html](http://www.inyocounty.us/Bid_Packages.html). It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available. Please contact Greg Waters to be included on the List of Bidders to enable active communication regarding updates to the bid process and potential issuance of addendum.



Greg Waters
Associate Civil Engineer

RETURN BIDS TO: Inyo County Board Clerk
224 N Edwards Street (if by UPS or FedEx)
P.O. Drawer N (if by US Postal service)
Independence, CA 93526.

BID OPENING: DATE: August 5th, 2020 TIME: 3:30 P.M.

PRICES QUOTED F.O.B. DESTINATION TAX INCLUDED FULLY INSURED UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

IMPORTANT: Bid must be sealed with **Bid # ZP-20-012** as indicated above on the outside of the envelope. Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations. Bids will be evaluated on price, quality, warranty, and available service network.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Bid must be in a sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

21. Upon notification of accepted bid, vendor shall agree to hold harmless, defend and indemnify Inyo County, its officials, officers, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with vendor's (or vendor's agent's) transportation and delivery of stated acquisitions, except such loss or damage which was caused by the sole negligence or willful misconduct of Inyo County. Vendor shall carry a minimum of \$1M per occurrence in auto liability insurance for bodily injury and property damage for duration of transportation of heavy equipment through Inyo County.

EQUIPMENT BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: ZP 20-012

The purpose of this specification is to describe five generators and one automatic transfer switch. It is required that this unit will be delivered ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEM

The County of Inyo is requesting a bid for 5) generators and 1) automatic transfer switch

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions to the specifications listed in the Bid Sheet and explain on a separate sheet if needed.

III. EXCEPTIONS

Explain all exceptions identified in Section II, above (attach additional sheets if necessary)

NOTE: Bid prices quoted below MUST include all applicable taxes and related fees, including, but not limited to sales tax & transfer fees.

IV. BID

I agree to furnish Inyo County with the generator(s) specified on the Generator Bid Form

BIDDER:

Vendor Name: Energy Systems
Contact Name: Rocky Bear
Address: 7100 Longe Stret
City / State / Zip: Stockton / California / 95206
Phone Number: 209 870-1900 Fax Number: 209 870-1950
Email Address: rbear@espowergen.com

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree that the generator(s) specified above will be delivered within 60 days of receipt of an Inyo County Purchase Order. I certify that I am an authorized agent for the above vendor.

Signed: Rocky Bear Title: Sales Rep
Date: July 29 2020

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "ZP 20-012" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the:

(BY MAIL)

Inyo County Board Clerk, P.O. Drawer N, Independence, CA 93526

Or

(BY UPS OR FEDEX)

Inyo County Board Clerk, 224 N. Edwards Street, Independence, CA 93526

by or before **3:30 P.M. on August 5th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

This bid was received on August 3
20 20
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board, Inyo County, California
By [Signature] Assistant

ADDENDUM NO. 1

TO THE SPECIFICATIONS FOR

INYO COUNTY EMERGENCY STANDBY GENERATORS

July 24th, 2020

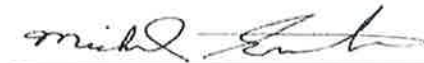
This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents: Please see the listed changes below:

1. Specified generators (or equal) have been changed from Cummins to Generac brand
2. EPA/CARB (California Air Resources Board) compliance is required
3. Big Pine Town Hall unit has been upsized from 25kW to 48kW.
4. Alternate #1 has been added for costs for optional upgrade of the 100 kW generator to a 130 kW generator.

Receipt of this addendum shall be acknowledged by **inserting the number and the date of receipt of Addendum on the Bid Proposal Form**. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the generators and transfer switch and form a part of the purchase order. It is requested that any contractors or subcontractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works



Mike Errante
Public Works Director

July 24th, 2020

Date

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
-------------	--------	-----------	-------

Tri-County Fairgrounds, Bishop, CA 93514

Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7-Weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator

\$ 21,903.67

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
-------------	--------	-----------	-------

Big Pine Town Hall, Big Pine, CA 93513

Generac Model RG048 48 kW (or equal)	✓		\$ 16,508.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,279.39
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Fully Insured During Transit	✓		
Transfer Switch: NO	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator

\$ 17,787.63

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
-------------	--------	-----------	-------

Inyo County Annex Building, Independence, CA 93526

Generac Model QT100 100kW (or equal)	✓		\$ 26,999.76
120/208 Volts, 3 Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$2,092.48
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Automatic Transfer Switch: YES, Generac 400a	✓	400A ATS	\$1,990.59
ATS, Three Phase 120/208 (or equal)		Sales Tax	\$ 154.27
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator and Transfer Switch

\$ 31,237.11

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
-------------	--------	-----------	-------

Inyo County Courthouse, Independence, CA 93526

Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/208 Volts, 3 Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator

\$ 21,903.67

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Price
-------------	--------	-----------	-------

Statham Hall, Lone Pine, CA 93545

Generac Model QT070 70 kW (or equal)	✓		\$ 20,328.24
120/240 Volts, Single Phase, 60 Hertz	✓		
Fuel: Propane	✓		
Weather-Proof Enclosure	✓		
Sound Attenuation Package	✓		
Cold Weather Package	✓		
Auto Timer for Scheduled Run Time	✓		
Skid Mounted	✓		
Lifting Points	✓		
Sales Tax Included 7.75%			\$ 1,575.43
Freight to Installation Address	✓		
Curb Side Delivery	✓		
Transfer Switch: NO	✓		
Fully Insured During Transit	✓		
Lag Time from PO to Delivery	7 weeks		
Meets EPA and CARB Requirements	✓		

Total This Generator

\$ 21,903.67

**Inyo County Public Works
Standby Generators
Addendum #1 Issued 7-24-2020**

Description	Comply	Exception	Pricew/ tax
Tri-County Fairgrounds, Bishop, CA 93514			\$ 21,903.67
Big Pine Town Hall, Big Pine, CA 93513			\$ 17,787.63
Inyo County Annex Building, Independence, CA 93526			\$ 31,237.11
Inyo County Courthouse, Independence, CA 93526			\$ 21,903.67
Satham Hall, Lone Pine, CA 93545			\$ 21,903.67

Grand Total All Generators (Numerical)	\$ 114,735.75
---	----------------------

Grand Total All Generators (Text)	One Hundred Fourteen Thousand, Seven Hundred
--	--

Thirty-Five dollars and Seventy Five Cents

Alternate #1 - Upgrade generator for the Inyo County Annex Building from a QT100 (or equal) to a QT130 ~~(or equal)~~

QT130	\$28,588.85
Sales Tax 7.75%	\$ 2,215.64
TOTAL	\$30,804.49

Materials	Taxes	TOTAL
\$106,483.29	\$8,252.46	\$114,735.75



In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 3rd day of November 2020 an order was duly made and entered as follows:

*Public Works –
Election Generator
Project Plans &
Specs*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the plans and specifications for the Election Emergency Standby Generators Installation Project and authorize the Public Works Director to advertise the project. Motion carried unanimously 4-0, with Supervisor Tillemans absent.

WITNESS my hand and the seal of said Board this 3rd
Day of November, 2020

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>November 6, 2020</i>



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter", is written over a horizontal line.

By: _____



County of Inyo



#6

Public Works

CONSENT - ACTION REQUIRED

MEETING: November 3, 2020

FROM: Greg Waters

SUBJECT: Request Board authorize the Public Works Director to solicit bids for the installation portion of the Election Emergency Standby Generators Project based on the attached bid package.

RECOMMENDED ACTION:

Request Board approve the plans and specifications for the Election Emergency Standby Generators Installation Project and authorize the Public Works Director to advertise the project.

SUMMARY/JUSTIFICATION:

The electrical utilities have been deliberately shutting down the power grid during periods of high wind to mitigate the chance of arcing power lines and the resultant fires that previously resulted in massive loss of life and property damage in Paradise, California in November 2018. The Elections Department has obtained a grant from the State of California to purchase and install generators at all affected voting venues. The Board approved a Purchase Order at the August 25th, 2020 meeting and the generators have been ordered.

The installation contract for the generators and automatic transfer switches will be put out to bid as an OFCI (Owner Furnished, Contractor Installed) contract. The benefit of this method of delivery is two-fold, it allows the fast-tracking of the acquisition of the generators, which are long lead items, and it will mitigate the overall cost of the project, as the procurement of the generators is a majority of the cost of the work.

BACKGROUND/HISTORY OF BOARD ACTIONS:

As a result of the loss of life and property damage from the Camp Fire in Paradise, CA in November 2018, electrical utility companies have been shutting off the power during periods of high wind in Inyo County. One of the unintended consequences of these de-energizations of the power grid is that it could result in the disenfranchisement of Inyo County voters should it occur on an Election Day. In order to mitigate this threat, the Elections Department has obtained a grant from the State of California to purchase and install emergency standby generators at all of the affected voting venues in Inyo County

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to authorize the Public Works Director to advertise the bid package for the installation of the Elections Emergency Standby Generators, the grant money would expire, and the voters of Inyo County could be disenfranchised by the inability to operate the voting venues on election day, should a black out occur.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding source for this purchase is the Elections Voting Systems grant budget (621250) for FY 20-21

ATTACHMENTS:

1. Election Generators Installation Bid Package

APPROVALS:

Greg Waters	Created/Initiated - 10/15/2020
Darcy Ellis	Approved - 10/15/2020
Greg Waters	Approved - 10/22/2020
Michael Errante	Approved - 10/22/2020
Greg Waters	Approved - 10/22/2020
John Vallejo	Approved - 10/26/2020
Aaron Holmberg	Approved - 10/27/2020
Amy Shepherd	Final Approval - 10/27/2020

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

Project No. ZP-20-012

**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**

October, 2020

Prepared By: Inyo County Public Works

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NOTICE INVITING BIDS

For The

**ELECTION EMERGENCY STANDBY GENERATORS
INSTALLATION PROJECT**

Independence, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$100.00 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 <https://www.inyocounty.us/services/county-administration/bid-request-rfp>. 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:

ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 December 2nd, 2020** 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 is a design-build scope consists of the installation of five generators and transfer switches at five locations in Inyo County, California.

A job walk will be held on **November 10th, 2020 at 10:00 a.m.** starting at the Tri-County Fairgrounds, Bishop, CA. ***Bidders will be responsible for inclusion in their bids any costs that would be identifiable during the job walk, whether they choose to attend or not.***

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.

For technical questions related to project work, site conditions, or to schedule a site visit, please contact Greg Waters of the Inyo County Public Works Department at gwaters@inyocounty.us

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

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

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

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California Class B - General Building Contractor License (with a listed subcontractor who holds a California C-10 Commercial Electrical Contractors License with significant experience in the installation of generators and automatic transfer switches) or a California C10 - Commercial Electrical Contractors License with significant experience in the installation of generators and automatic transfer switches 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.

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

County of Inyo
Department of Public Works

Michael Errante, P.E. Digitally signed by Michael Errante, P.E.
Date: 2020.10.22 11:00:56 -0700

Michael Errante
Director

Dated: October 23rd, 2020

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BID PROPOSAL FORMS

For The

**ELECTION EMERGENCY STANDBY GENERATORS
INSTALLATION PROJECT**

Inyo County, CA

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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: **ELECTION EMERGENCY STANDBY GENERATORS INSTALLATION 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 December 2nd, 2020 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, electronic, 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/or 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.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$	\$
2	Tri-County Fairgrounds - Complete	1	LS	\$	\$
3	Big Pine Town Hall - Complete	1	LS	\$	\$
4	Independence Courthouse - Complete	1	LS	\$	\$
5	Annex Building - Complete	1	LS	\$	\$
5	Statham Hall - Complete	1	LS	\$	\$
5	Start-Up, Commissioning, and Training	1	LS	\$	\$
TOTAL BASE BID AMOUNT:					\$

PROJECT BID AMOUNT - UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

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:

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

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

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

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

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

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Debbe Ditmar

SUBJECT: Award the bid and approve a three-year contract for Janitorial Supplies to Mission Janitorial & Abrasive Supplies of Bishop, CA

RECOMMENDED ACTION:

Request Board: A) award the contract for the provision of janitorial supplies to Mission Janitorial & Abrasive Supplies as the lowest successful bidder; and B) approve contract between the County of Inyo and Mission Janitorial in an amount not to exceed \$85,000 for the period of February 23, 2021 through February 22, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County received (4) bids for Janitorial Supplies with three of the bids not meeting all of the requirements for submission. Mission Janitorial met all bid requirements and was the lowest responsible bidder.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On February 4, 2021 bids were received for Janitorial Supplies with (4) vendors submitting bids. The results of those bids are as follows:

1. Manor True Value Hardware \$33,132.73
2. Mission Janitorial & Abrasive Supplies \$26,641.05
3. QYK Brands LLC. \$1265.58
4. Froggy's Fog LLC DBA Simply \$0

Please note that totals were requested on a per year basis and totals do not include sales tax, nor does it include any possible departmental needs beyond the list of supplies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The alternative to the above recommendation is for your Board not to approve this request. This is not recommended as the need for these supplies continues unabated and approval of purchasing janitorial supplies at this lower contracted price is in the best interest of the County.

OTHER AGENCY INVOLVEMENT:

County Counsel-Contract Legalities
Auditor's Office-Contract Payment Processing

Risk Management-Insurance Document Compliance

FINANCING:

Funding for such supplies is budgeted in Building & Maintenance (011100) General Operating (5311)

ATTACHMENTS:

1. Mission Janitorial Contract
2. Bid Tabulation

APPROVALS:

Debbe Ditmar	Created/Initiated - 2/10/2021
Darcy Ellis	Approved - 2/11/2021
Debbe Ditmar	Approved - 2/12/2021
Michael Errante	Approved - 2/17/2021
Breanne Nelums	Approved - 2/17/2021
Marshall Rudolph	Approved - 2/17/2021
Aaron Holmberg	Approved - 2/18/2021
Amy Shepherd	Approved - 2/18/2021
Michael Errante	Final Approval - 2/18/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND Mission Janitorial & Abrasive Supplies
FOR THE PROVISION OF GOODS

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Purchase of Janitorial Supply services of Mission Janitorial & Abrasive Supplies of Bishop, 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 goods 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 Mike Errante, whose title is: Public Works Director. Requests to the Contractor for the provision of goods under this Agreement will be based upon the County's need for such goods. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of goods to 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 provision of any goods at all, even if County should have some need for such goods during the term of this Agreement.

Goods provided by the Contractor at the County's request under this Agreement will be provided in a manner consistent with the requirements and standards established by applicable federal, state, county, 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 February 23, 2021 to February 22, 2024 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 goods described in Attachment **A** which are provided 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 goods provided under this Agreement shall not exceed Eighty Five Thousand Dollars and 00/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided 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 goods described in Attachment **A**, which were provided 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 goods were provided and identify the quantity of each item and/or material provided. 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. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to sell or provide the goods described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's 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 sell or provide the goods identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to sell or provide the goods 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>.

5. 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 goods 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.

6. 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.

7. 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.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. 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.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the provision of goods by Contractor. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons its obligations under this Contract or fails to provide the requested goods in accordance with this contract, 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 goods provided to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

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	
168 N. Edwards Street	Address	
Independence, CA 93526	City and State	

Contractor:		
Mission Janitorial & Abrasive Supplies	Name	
177-A Short Street	Address	
Bishop, CA 93514	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
Mission Janitorial & Abrasive Supplies
AND _____
FOR THE PROVISION OF GOODS

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
Mission Janitorial & Abrasive Supplies
AND _____
FOR THE PROVISION OF GOODS

TERM:

FROM: February 23, 2021

TO: February 22, 2024

GOODS TO BE PROVIDED:

Bidder shall furnish to the County of Inyo, the materials, equipment, labor and/or related services set forth in Attachment B, Schedule of Fees in accordance with the terms and conditions of the Agreement.

1. Upon placement of any order, and unless otherwise agreed to by County, Bidder shall warrant that all goods, as further described in Schedule B below, shall be delivered to the County's FOB Destination no later than one hour prior to the close of business, following the regular business day on which the goods are ordered.

2. Bidder recognizes and hereby accepts that the totals noted in Schedule B either by quantity per case or by noted container size are intended only to be illustrative of historic annual amounts at the quantities specified, as previously used by the Building and Maintenance Division of Public Works and will not be guaranteed by County.

3. When specified, Bidder shall quote the brand name called out in the description or an equivalent product. If Bidder cannot supply the specified brand, Bidder shall note the alternate in the last column of the Schedule B. The County reserves the exclusive right to determine its equivalency to the specified brand listed.

4. In order to ensure an equitable evaluation of competing bids, Bidder shall declare if the case lot quantities differ from the Assumed Minimum Case Count column when the Unit of Measure (UOM) listed on Schedule B specifies Case (CS). Differing case lot quantities must be recorded in the last column of Schedule B. Failure to provide this information may cause the bid to be declared unresponsive.

5. Supplies must be commercial grade products, or in commercial quantities similar to noted sizes, and appropriately packaged for distribution to meet the County's estimated needs.

6. The County may occasionally, need to purchase janitorial supplies not listed in Schedule B. If such an occasion should arise, Bidder would offer a discount of 15 % off of list price to County.

ATTACHMENT B

AND Mission Janitorial & Abrasive Supplies
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF GOODS

TERM:

FROM: February 23, 2021 **TO:** February 22, 2024

SCHEDULE OF FEES:

See the attached Schedule of Fees

ADDENDUM NO. 2
TO THE BID PACKAGE FOR
PUBLIC WORKS JANITORIAL SUPPLIES

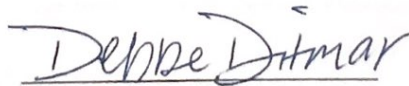
January 29, 2021

The addendum #2 removes #20 finish mops, #20 cotton mops, and 24oz loop mop heads; adds 24oz industrial cotton wet mops and replacement heads, and adds specification requirements to all of the following: 24" and 36" dust mop heads, orange mop handles, bowl brushes, disposable gloves, stainless steel cleaner, dusting spray, size of trash liners, size of disinfectant spray, seat covers, angle brooms, and cream bowl cleaner. Clarifications were made for shop towels, sanitizer refills, terry towels, and towel dispenser rolls. Please see the revised Attachment B: Schedule of Fees on the following page. Bidders must use bid sheet titled "Schedule of Fees - Addendum #2" to submit their bid.

Receipt of this addendum, should be acknowledged by **inserting the number and the date of receipt on page 5** of the Bid Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the submitted bid pricing. It is requested that any vendor that may have already submitted a bid package be advised of these changes.

Inyo County
Department of Public Works



Debbe Ditmar
Public Works Department
Building & Maintenance

January 29, 2021
Date

Schedule of Fees - Addendum #2

Description	Estimated Annual Qty.	UOM	Assumed Minimum CS Count	Cost	Extend Cost	Record Here: -Case lot amount -Brand name substitutions	Comments.
Single Ply Toilet Paper	70	CS	96 rolls/cs	\$49.58	\$3,470.60	sub'd 2 ply	850100
Single Fold Paper Towel	200	CS	16 pack/250	\$39.50	\$7,900.00		850740
Multifold Paper Towel	50	CS	16 pack/250	\$26.83	\$1,341.50		850210
Towel Dispenser Refill Rolls	10	CS	800" 6 rolls/case	\$33.90	\$339.00		850300
Large Blk Trash Liners 40x46-1.5 mil-44 gal	100	CS	100 ct	\$26.15	\$2,615.00		104046bk
Small Blk Trash Liners 24x31-0.4 mil-12-16 gal	30	CS	500 ct	\$19.03	\$570.90		102432bk
Multi Purpose Lemon Disinfectant	50	GAL	4 gal/cs	\$14.41	\$720.50		331791
Glass Cleaner	25	GAL	4 gal/cs	\$16.36	\$409.00		9090940
Bleach	12	GAL	6 gal/cs	\$3.44	\$41.28		509021
Comet Cleanser 21oz. Cans	4	CS	24/cs	\$49.81	\$199.24		5032987
Nitrile Disposable Gloves -LG, Powder Free	10	CS	10 bx/cs	\$21.60	\$2,160.00		808644L
Nitrile Disposable Gloves -XL, Powder Free	10	CS	10 bx/cs	\$21.60	\$2,160.00		808644XL
Stainless Steel Cleaner 18oz Aerosol Can	2	CS	12/cs	\$5.55	\$133.20		680841
18 oz. Furniture Dusting Spray	2	CS	12/cs	\$4.66	\$111.84		680811
18 -20 oz Disinfectant Spray	2	CS	12/cs	\$4.64	\$111.36		3360760
1/2 Fold Toilet Seat Covers- 250 sheets/pack	15	CS	20 pks/cs	\$38.64	\$579.60		775000
Boraxo Hand Cleaner	12	BX	5lb box	\$8.70	\$104.40		832203
Scented Urinal Screens	120	EA		\$4.41	\$264.60	2 packs	776004
Foam Soap Dispenser Refill*	10	CS	6-1000 mil/cs	\$62.74	\$627.40		8391554
24 oz Industrial Cotton Wet Mops	3	CS	12/cs	\$3.69	\$132.84		620118
24 oz-Industrial Cotton Wet Mop Replacement Heads	30	EA		\$3.69	\$110.70		620118
24"x 5" Cotton Dust Mops	12	EA		see below			
36"x 5" Cotton Dust Mops	12	EA		see below			
24" x 5" Cotton Dust Mop Heads Cut End Tie Backing				\$9.06	\$108.72		350524
36" x 5" Cotton Dust Mop Heads Cut End Tie Backing				\$12.43	\$149.16		350536
64" Speed Change Fiberglass Orange Mop Handle IMP84	6	EA		\$12.47	\$74.82		620084
32 oz Spray Bottles	24	EA		\$0.63	\$15.12		120932
Turks Head 17" Bowl Brush	25	EA		\$0.84	\$21.00		160201
Pumice Stone Sticks	1	CS	12/cs	\$2.45	\$24.24		770014

Commercial Scouring Pads 6x9	1	CS	12/cs	\$2.02	\$24.24	650086
Liquid Stop Odor Concentrate	2	CS	4 gal/cs	\$13.14	\$105.12	7730971
Carpet Spot Cleaner	6	GAL	4 gal/cs	\$12.64	\$75.84	209101
Blue Extra Absorbant Shop Towels-25lb box	3	CS	150 twls/cs	\$4.01	\$300.75	854825
32oz-1 Gal Thick Cream Toilet Bowl Cleaner	2	CS	12/cs	\$3.05	\$73.20	771066
Deb Stoko 56827 Foam Non-Alcohol Sanitizer Refills	3	CS	6/cs	\$42.79	\$128.37	8350285
Terry Bar Mop Towels 16x19	1	CS	25 lb bx/130 twls	\$3.49	\$261.75	853025
Sanitary Waste Wax Bags	2	CS	250/cs	\$45.09	\$90.18	776141
Mop/Strainer Bucket Combos	2	EA		\$108.54	\$217.08	62612788
Industrial Angle Brooms 7/8 x 48	6	EA		\$6.80	\$40.80	150320
Replacement Vacuum Belts	3	EA		\$0.90	\$2.70	eu30563a
Sanitaire Upright Commercial Vacuum- Model No.SC684F	3	EA		\$275.00	\$825.00	eu886
					\$26,641.05	

Total Annual Estimated Cost (excluding sales taxes): \$26,641.05

*Compatible with Kimberly Clark Professional Manual Cassette Soap Dispensers: 92145



This bid was received on Feb. 4, 2021

ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

ATTACHMENT C

AND AGREEMENT BETWEEN COUNTY OF INYO
Mission Janitorial & Abrasive Supplies
FOR THE PROVISION OF GOODS

TERM:

FROM: February 23, 2021 **TO:** February 22, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment C

Insurance Requirements for Vendors

Vendor 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 products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

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

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 Vendor 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 Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The policy or 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 as respects products of the Vendor.
2. The Vendor'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 Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

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

Verification of Coverage

Vendor 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 Vendor'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.

Waiver of Subrogation

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

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.

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 202101 Janitorial Supplies

Bid Opening Date: 2/4/21

Location: County Admin Center

	BIDDER NAME	Bid Total
1.	Mission Janitorial	\$ 26,641.05
2.	Froggy's Fog LLC DBA SMPH	Not Totalled
3.	Manor True Value Hardware	\$ 33,132.73
4.	QYK Brands LLC	\$ 1265.58
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Darcy Elles

Present: Monica Tinlin





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM:

SUBJECT: Amendment 4 to the Agreement with TEAM Engineering and Management, Inc.

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the agreement between the County of Inyo and TEAM Engineering and Management of Bishop, CA, extending the term end date from February 28, 2021 to February 28, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On November 7, 2017, your Board approved the contract between Inyo County and TEAM Inc, for Environmental Services for assistance with developing a Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW). TEAM has completed the majority of the scope included in the original contract, but the agreement with CDFW has not been finalized. A draft RMA is currently being reviewed by CDFW, however it is expected that some changes to the RMA will still be made as the County and CDFW attempt to strike a balanced agreement that will fulfill CDFW's mandate while not being overly burdensome to the Inyo County Road Department. Due to this the final agreement will not be ready by the end of TEAM Inc's current contract, and thus a contract amendment extending their contract term is requested. There is no amendment to the Not-To-Exceed limit of the Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

11/7/2017 - Contract Awarded to TEAM Inc
7/10/2018 - Amendment 1, added staff to sub-consultants Schedule of Fees
12/6/2019 - Amendment 2, extended the contract end date to June 30, 2020
6/9/2020 - Amendment 3, extended the contract end date to February 28, 2021

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, and direct Public Works staff to advertise a Request for Proposals for the environmental services required to finalize the Routine Maintenance Agreement and complete the training program for the Road Department. This is not recommended because TEAM has extensive background knowledge on this project.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The remaining cost of the agreement will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). The agreement has a not to exceed amount of \$67,000, this amendment does not increase the amount of the agreement.

ATTACHMENTS:

1. TEAM Contract
2. TEAM Contract Amendment 1
3. TEAM Contract Amendment 2
4. TEAM Contract Amendment 3
5. TEAM Contract Amendment 4

APPROVALS:

Ashley Helms	Created/Initiated - 2/11/2021
Darcy Ellis	Approved - 2/12/2021
Ashley Helms	Approved - 2/12/2021
Jacob Trauscht	Approved - 2/15/2021
Breanne Nelums	Approved - 2/15/2021
Marshall Rudolph	Approved - 2/15/2021
Amy Shepherd	Approved - 2/17/2021
Michael Errante	Final Approval - 2/18/2021

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2017 an order was duly made and entered as follows:

*P.W. – TEAM, INC.
CONTRACT*

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to: A) approve the contract between the County of Inyo and TEAM, Inc. of Bishop, CA for Environmental Services in an amount not to exceed \$67,000; and B) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of November, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

[Handwritten Signature]
By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 8, 2017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

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

FROM: Public works

FOR THE BOARD MEETING OF: November 7, 2017

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with TEAM Engineering and Management, Inc. (TEAM) of Bishop, CA for Environmental Services for assistance in developing a Routine Maintenance Agreement between the Inyo County Road Department and the California Department of Fish and Wildlife (CDFW)

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and TEAM Inc. of Bishop, CA for Environmental Services with a not-to-exceed amount of \$67,000; and
- B) Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Inyo County Road Department would like to enter into a Standard Maintenance Agreement (SMA) with CDFW under the Streambed Alteration Program. This will allow the Road Department to carry out routine dirt road/shoulder grading and culvert cleaning without obtaining a CDFW Lake and Streambed Alteration (LSA) Permit for each separate activity. To accomplish this, the Public Works Department will need the help of an environmental consultant, who will carry out computer-based research, possible field studies, and complete an Environmental Document pursuant to the California Environmental Quality Act to satisfy the CDFW requirements.

On July 28, 2017, the Public Works Department advertised a Request for Proposals (RFP) for Environmental Services. Three proposals were received on August 15, 2017, and the proposals were scored by four Public Works employees on eight categories (see attached RFP for reference); the combined scores are as follows:

- | | |
|--|--------|
| 1. TEAM of Bishop, CA | 4.38/5 |
| 2. Panorama Environmental, Inc. of San Francisco, CA | 4.03/5 |
| 3. Helix Environmental Planning of Folsom, CA | 3.91/5 |

TEAM has been chosen as the best consultant for this project. TEAM, along with their subcontractor, AMEC Foster, has the technical experience, local knowledge, and familiarity with the SMA process to efficiently and cost-effectively deliver the scope of work requested.

The not-to-exceed amount of \$67,000.00 (Sixty-seven thousand dollars) is the Consultant's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:


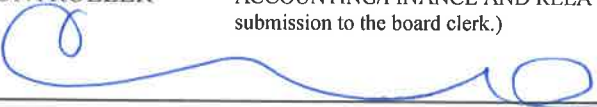
Your Board could choose not approve this contract with TEAM Engineering and Management, Inc., and to begin negotiations with the second choice consultant firm. Your Board could also choose not to enter into a contract for Environmental Services, and not to pursue a SMA with CDFW; this is not recommended as this would necessitate the Road Department to obtain an LSA permit (and pay the corresponding fee) each time before grading any road with a riparian zone crossing.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). In fiscal year 17/18, \$50,000 is budgeted for this contract, the remaining costs will be incurred in fiscal year 18/19.

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>10/11/17</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>10/16/2017</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 10/16/17
(Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE: N/A Date: _____
(Not to be signed until all approvals are received)

COUNTY OF INYO
REQUEST FOR PROPOSAL



Environmental Services

Date Released: July 28, 2017
Deadline for Submission: 5:00pm, August 15, 2017

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St
Independence CA, 93526

RESPONSE TO THIS REQUEST

Please include in your proposal the items listed below, any proposal which does not include all of the requested information may be considered as non-responsive and may not be considered.

1. A narrative addressing the technical nature of this project, which demonstrates an understanding of the scope of work, and discusses the proposed approach to the project.
2. A summary of work each key staff member will perform for this proposal.
3. A proposed time frame of completion for each phase of work.

In a separate sealed envelope, please provide a price for the scope of work included in the Proposal, including the estimated cost for each component of the project.

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

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

CONTRACT

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 156. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 156 is attached hereto as Exhibit A. Insurance requirements for Professional Services are described in Exhibit B. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

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

EVALUATION PROCESS

All proposals will be evaluated by an Inyo County Selection Committee (Committee). The Committee may be composed of Inyo County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Environmental services of TEAM Engineering and Management, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____, 2017 to December 31, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From January 1, 2019 through December 31, 2019
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$67,000 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
TEAM Engineering and Management, Inc.	Name
PO Box 1265	Address
Bishop CA 93514	City and State

24. ENTIRE AGREEMENT.

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

///

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AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF November, 2017.

COUNTY OF INYO

CONSULTANT

By: Mark Tillmans
Signature
Mark Tillmans
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 11/7/17

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Jerry Walker
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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 TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONSULTANT

By: Naomi Garcia
Signature
Naomi J. Garcia
Print or Type Name

Dated: November 1, 2017

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 TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



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
TEAM Engineering and Management, Inc.

AND _____
Environmental
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** December 31, 2018 _____

SCOPE OF WORK:

TEAM Engineering and Management, Inc. of Bishop, California will be providing services including but not limited to desktop environmental support, field studies, completion of a CEQA (California Environmental Quality Act) document, coordination with California Department of Fish and Wildlife (CDFW), and other tasks required to obtain a Standard Maintenance Agreement under the Lake and Streambed Alteration Program from CDFW. The scope of work is described in detail in the following pages.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. The Consultant may be required to modify its works as necessary to meet the objectives. Modification to the agreed scope of work or level of effort to meet the objective will be incorporated into the contract by amendment, as described in Section 22, Amendment, of the contract.

Inyo County Public Works Department
Attn: Ashley Helms
168 N. Edwards Street
Independence, CA 93526

October 4, 2017

**RE: REVISED COST PROPOSAL
ENVIRONMENTAL SERVICES IN SUPPORT OF A ROUTINE MAINTENANCE AGREEMENT
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND INYO COUNTY
ROAD DEPARTMENT**

Dear Ms. Helms:

Based on Inyo County's Request for Proposal (RFP) in July 2017, TEAM Engineering & Management, Inc. (TEAM) provided a Proposal to the County of Inyo Public Works Department for Environmental Services in Support of a Routine Maintenance Agreement with California Department of Fish and Wildlife (CDFW), dated August 15, 2017. Subsequently, the scope of services requested by Inyo County for this work was clarified in a meeting with TEAM on September 15, 2017 and as summarized in an email from Inyo County Public Works (ICDPW) dated September 18, 2017. This Revised Cost Proposal is provided to reflect the modified scope of work and a revised budget by task.

Primary Objective

The objective of the proposed work is to support Inyo County in entering into a Section 1602 Lake and Streambed Alteration Agreement (Routine Maintenance Agreement) for standard road maintenance activities conducted by Inyo County Road Department. Activities to fall under the Agreement include grading of dirt roads and shoulders, culvert cleaning, and tree trimming or removal activities where Inyo County Maintained Mileage intersect waterways covered under CDFW's Lake and Streambed Alteration Program.

In order to accomplish the above-stated objective, the updated scope of work is divided into five (5) tasks, as summarized below:

1. Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas
2. Data gap Analysis and Field Reconnaissance (As-needed in support of Task 1)
3. Preparation of an Initial Study/Mitigated Negative Declaration in support of CEQA Compliance
4. Assistance to Inyo County for the Routine Maintenance Agreement
5. Preparation of a Guide for Inyo County Road Department Foremen

Revised Scope of Work

The following task definitions and scope of work address the five tasks requested by Inyo County in the July 2017 RFP and as revised in the meeting with Public Works and Road Department staff on September 15, 2017. The following task descriptions are also the basis for the revised Cost Proposal submitted herein.

TASK 1: Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas

As described in the RFP, Task 1 would be a computer-based review of all roadways in Inyo County which are maintained by the Inyo County Road Department. The objective of this task is to compile available information on sensitive environmental resources and to determine the top 10% most sensitive areas that may need further study or avoidance/mitigation measures.

Our approach to Task 1 would be to meet with Inyo County Road Department staff as soon as possible after contract execution, to obtain a copy of Inyo County's GIS data for the Inyo County Maintained Mileage. TEAM would then use ArcGIS software to overlay available environmental data, with a primary focus on biological resources specified by the State and Federally-listed Threatened, Endangered, or Special Status Species.

To initially establish a database of potential County locations where routine maintenance activities would occur, TEAM proposes to use existing County GIS road layers and query the system for stream crossing latitude/longitude based on the USGS Blue Line database. The subsequent table will also include water body, watershed, and USGS quadrangle for each site. This will serve as a basis for locational data for routine maintenance activities which would be subject to the Section 1602 permit. In order to collect similar information on maintenance near additional perennial streams, ephemeral areas, permanent and seasonal wetlands, and Waters of the State over which CDFW has jurisdiction, and which are not identified on USGS maps, the project team will rely on existing County GIS resources as well as additional data to be provided by County staff based on knowledge of existing conditions.

After developing a shapefile and associated attribute table of intersection of Inyo County maintained roads and perennial streams, overlays will be conducted using available environmental data. The primary database that will be used for this effort is the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Other available databases will be used to supplement the CNDDDB database as needed.

The County will be divided into functional regions in order to group areas with similar species and habitats, rather than looking at the project on a quad by quad basis. After discussions with Inyo County on September 15, 2017, it was determined that the areas should also be grouped by existing County road districts to the extent practical to streamline communication of permit requirements and planning implications for Road Department foremen. A query to this database will be conducted for areas within Inyo County, creating tables by region with sensitive species. These tables will serve as a basis for evaluating the most environmentally sensitive areas. The database results will also serve to separate out unique and distinct regions of the County which may require particular measures to protect specific species, and conversely, to clear areas in which routine

maintenance activities can continue without modification. It is our understanding, based on the September meeting with ICDPW, that roads within the Death Valley National Park or on federal lands will not be included in the GIS screening task or in the RMA.

The result of the initial screening will result in an attribute table which can be queried and sorted. TEAM would then work with County staff and CDFW to develop a prioritization system with a list of criteria that would trigger identification as an environmentally sensitive area. Inyo County has requested that the top 10% most sensitive be identified, but it is possible that the initial screening may identify more or less than 10% of the County road mileage which may have the potential to be environmentally sensitive due to various factors. In addition, the exercise would be reliant on the accuracy and completeness of the available data, and significant data gaps may exist. Due to these possibilities, TEAM proposes to present County staff and the CDFW with draft results and a discussion of potential limitations and data gaps. After review and feedback from CDFW and County staff, the reference tables would be supplemented with additional data or refined focus of the prioritization efforts, if applicable. The final results would again be provided to ICDPW and CDFW for review and approval.

Initial database screening results would also be utilized in Tasks 2 through 5, as requested by Inyo County and as described below.

TASK 2: Data gap Analysis and Field Reconnaissance (As-needed)

As described in the July 2017 RFP, Task 2 was originally identified and scoped as “Biological Surveys of Silver Canyon and Wyman Creek Roads,” as those stream crossings had been previously identified as needing biological surveys as part of the permitting efforts with CDFW. However, in TEAM’s initial meeting with CDFW’s Nick Buckmaster on August 9, it was determined that the level and extent of biological survey that would be applicable for a given location is highly variable, ranging from no survey to an in-depth species-specific survey requiring licensed specialists. CDFW also indicated that the surveys should not be done too far in advance of maintenance activities due to their relatively short shelf-life. Once the specific requirements of the Routine Maintenance Agreement are developed, and/or appropriate mitigation developed, costs can be developed for a biological survey of a particular area of concern based on the schedule and level of maintenance activity anticipated by Inyo County Road Department.

As discussed with Public Works and Road Department supervisors in a meeting on September 15, 2017, and in related email correspondence, it was determined that specific biologic surveys prior to maintenance work covered under the RMA should be conducted under a future scope of work and as dictated by final Agreement conditions. However, as requested by Inyo County, Task 2 budget will be retained to be used on an as-needed basis, in support of Task 1. Once the draft results of Task 1 are provided, Task 2 will be focused on closing critical data gaps regarding sensitive environmental conditions, if it is determined to be necessary based on CDFW comments and requirements for the RMA. It is assumed that the field reconnaissance activities would be conducted by a qualified Biologist, but that detailed biological surveys would not be required at this stage of the permitting process. Due to the large geographical extent of the County Maintained Mileage, and the potential variability in the types of data gathering this task may entail, specific scope of subtasks and associated costs cannot be developed at this time. A task budget has been developed based on our professional judgement and the information that is available to us as of

the date of this proposal. No charges will be incurred under Task 2 unless specifically approved by Inyo County DPW, and if necessary to incorporate CDFW comments on the draft screening results and prioritization presented as part of Task 1.

TEAM will work closely with Inyo County and CDFW to determine if additional data gathering efforts are necessary, and will assign staff appropriately and as-needed for a given task. For example, some data gathering may be able to be conducted by lower-level staff or Road Department staff. We will also manage the project team for maximum cost-effectiveness for Inyo County; for example, in areas of Southern Inyo where desert species could be impacted (e.g. Desert Tortoise), it may be most cost effective for the project team to provide a qualified biologist out of AmecFW's Riverside office and/or to schedule similar surveys together to minimize the travel time associated with the more remote areas of Inyo County. Alternatively, if no field reconnaissance, additional data gathering or preliminary biological surveys are necessary until after the RMA is finalized, Task 2 funds will not be used.

TASK 3: Completion of Initial Study/Mitigated Negative Declaration in support of California Environmental Quality Act (CEQA) Compliance

Based on the requested scope in the July 2017 RFP, costs were developed for completion of a CEQA Initial Study Environmental Checklist (IS), to determine the type of document that would be required for compliance with CEQA in order for Inyo County to finalize the Routine Maintenance Agreement with CDFW.

Based on our experience with a variety of projects subject to permitting in California, and our meeting on August 9 with CDFW, an appropriate level of CEQA documentation will be necessary in order for CDFW issuance of a final RMA. Since the CEQA documentation and public review process can be significant, we recommend beginning the CEQA documentation process early in the permitting timeline with the preparation of the Initial Study Checklist. Ultimately, the Initial Study determines which type of CEQA document will need to be prepared, yet CDFW indicates that for a regional project that has diverse baseline conditions, and which has potential impacts in multiple resource categories (i.e., biology, hydrology and water quality, soils and geology), that a Mitigated Negative Declaration (MND) would likely apply. This is consistent with the recent MND that was developed for the Caltrans RMA in 2013-2014, in which the mitigation measures were limited to precautionary surveys, avoidance measures, and Best Management Practices which were designed to minimize impacts to (primarily) biological resources. While it is possible that a Negative Declaration could apply if the routine activities are kept under a level at which any significant environmental impacts would apply, it is likely that avoidance and precautionary measures would either need to be built into the Agreement terms or identified as mitigation measures as part of an MND.

After discussing the level of anticipated CEQA support with Inyo County on September 15, 2017, it was requested that the Task 3 scope of work be expanded to include preparation of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND). The agreed upon approach is to conduct a streamlined IS/MND, using the MND that was developed for the California Department of Transportation for Inyo, Mono, and San Bernardino Counties as a rough guide to determine an appropriate level of analysis which was acceptable to the CDFW for Adoption (as CEQA responsible agency), which allowed for the finalization of the Section 1602 RMA. It should be

noted that the Caltrans IS/MND is a very simple document focusing primarily on biological resources, and there is a potential risk that agency or public comment on a draft IS/MND may trigger additional documentation and notification requirements. For the purposes of cost estimation, it is assumed that the level of reporting for the Caltrans IS/MND would be acceptable to the CEQA Lead Agency (Inyo County Planning Dept), Responsible Agency (CDFW), local tribal groups and the public. Costs assume one round of comments on the draft IS/MND, and that comments are fairly simple in nature and not requiring a re-drafting and re-distribution of the MND document.

TEAM's approach to the completion of Task 3 is to have our key subcontractor, Amec Foster Wheeler (AmecFW) be the lead on the completion of the IS/MND due to their larger resource base of specialists, and to allow for Task 3 to be initiated concurrently with Task 1 for maximum project efficiency. AmecFW's environmental planners will draft an IS/MND for compliance with CEQA for implementation of the routine maintenance activities that will form the basis of the Routine Maintenance Agreement with CDFW. AmecFW's planners have been involved with numerous projects involving CDFW Streambed Alteration Agreements (SAAs), of which the RMA is a special case. Our project team is aware of the habitat avoidance, impact minimization, and impact mitigation strategies that could be required by CDFW, and will incorporate such strategies into the draft IS/MND so as to avoid lengthy reviews and modifications. The sensitive areas identified in Task 1, and the specific environmental resources that have the potential to be impacted, will be discussed as well as any standard avoidance or Best Management Practices which will keep impacts below the threshold for mitigation.

As requested in the September 15, 2017 meeting with Public Works and Road Department supervisors, costs have also been included for support to Inyo County, as-needed, for compliance with AB52 Tribal Consultation regulations with respect to the CEQA process. Potential impacts to cultural resources will be evaluated in the development of the IS/MND, and qualified cultural resource experts/archaeologists will also be available if Inyo County requests support with tribal consultation processes and/or development of mitigation or response measures should cultural resources be encountered during the routine road maintenance activities.

TASK 4: Provide Assistance to the County in the Creation of the Routine Maintenance Agreement

Based on communication with Inyo County Public Works staff and as specified in the July 2017 RFP, it is understood that Inyo County Road Department staff will create the Routine Maintenance Agreement, in conjunction with the Bishop CDFW office and with consultant assistance as-needed. It is anticipated that the Routine Maintenance Agreement will cover routine road maintenance activities such as grading of dirt roads, grading of dirt shoulders along paved County roads, and culvert cleaning. More intensive road maintenance activities which have the potential to impact riparian zones, wetlands, or species protected by State and Federal law, would not be included in the RMA but rather require a separate permitting process.

As requested in the RFP, consulting services would be focused on compiling checklists of what must be done for each type of road and/or culvert maintenance work to protect sensitive plant and animal communities, and reviewing a Draft RMA document. The checklists would be developed in conjunction with efforts under Task 1, Computer-based review of Environmentally Sensitive

Areas, and Task 3, Completion of the CEQA Initial Checklist. The goal of the development of the checklists will be to create tools for Road Department staff to make decisions and plan routine road maintenance activities to minimize impacts to biological resources under the terms of the RMA. The terms of the Caltrans RMA will serve as a guide to develop the initial checklists, coupled with reference tables (developed in Task 1) and/or a flowchart of the decision matrix to determine when certain activities may trigger a pre-activity survey by a qualified biologist, a schedule adjustment, or certain specified BMPs.

Although the level of support that will be needed by ICDPW in the development of the Agreement document are yet to be determined, TEAM's approach to this task will be to combine local responsiveness and availability to coordinate meetings in Independence and/or Bishop, with strong technical staff from AmecFW with extensive experience in Section 1602 permitting. The information gathered in Tasks 1 through 3 described above will be utilized to develop the checklists and guide the proposed terms of the RMA, and our project team will work closely with Inyo County staff to develop reference tools that are practical and understandable.

As described in further detail in TEAM's April 2016 proposal for a similar scope of work, it is recognized that a significant part of the development of an RMA application packet will include compiling information on the culverts which require regular maintenance and culverts in sensitive areas. It will also be important for Inyo County staff to develop detailed descriptions of maintenance activities and associated schedules. Our project team can assist County staff in scheduling of work to avoid disturbances to birds protected under the the Migratory Bird Protection Act, and outline other scheduling considerations such as proper notification to CDFW of work activities.

As requested in the current RMA, estimated costs are limited to the development of checklists of what must be done for each type of routine maintenance work, and review and comment on a draft Agreement. Costs assume up to 32 hours of AmecFW staff time (Section 1602 permitting expert), and up to 40 hours of TEAM staff time, plus 8 hours of project management time for meetings and task coordination. The timeline for completion of this task will be dependent on the timeline for completion of the Agreement document by County staff, however the project team can assist the County in expediting the process. Additional services in support of the RMA application package can be provided on an on-call basis if requested by Inyo County.

TASK 5: Preparation of a Guide for Inyo County Road Department Foremen

An additional task that was discussed in the September 15, 2017 meeting, and as requested by Inyo County in subsequent communication, is the preparation of a deliverable that will organize the results of Task 1 screening and Task 4 checklists into a format that is usable for Inyo County Public Works and Road Department staff for informational and planning purposes. In addition to the GIS layers and attribute tables that will be developed as part of Task 1, the project team will also provide Inyo County with a sortable spreadsheet, in Microsoft Excel or Access format, which summarizes the precautionary measures that would apply to the environmentally sensitive areas identified in Task 1, and conversely, the areas in which no additional measures are necessary. In addition to this spreadsheet, it was requested by Inyo County that TEAM also prepare a printed document or guide, broken up into the five Inyo County Road Districts, to provide each Foreman with guidance on which roads in their jurisdiction may require scheduling, mitigation or avoidance measures versus those areas that are "cleared" of additional measures required by the RMA.

The content and format of the requested deliverables are unknown at this time, as the information that is necessary to communicate to the Road Department will be identified in completion of Tasks 1 through 4, above. It is also possible that these final deliverables cannot be prepared until the final requirements of the RMA are agreed upon with CDFW. Estimated costs under this task assume that the results of Tasks 1 through 4 can be summarized in a streamlined fashion for the use of those implementing the agreement, but the ultimate effort required for this task will be dependent on the specific needs of the County and how well the required information is integrated into the County's GIS layers. Once the Task 1 efforts are completed, we will work closely with Inyo County to determine how best to provide the information in a useable format for Inyo County Road Department.

Revised Cost Proposal

The level of effort that may be necessary to result in a final Agreement may vary widely, due to multiple factors such as the specific requirements of CDFW, the results of the initial task of identification of environmentally sensitive portions of the County-maintained mileage, and compliance with the California Environmental Quality Act to the satisfaction of the Lead and Responsible Agencies involved. Due to the nature of the work and the need to be flexible to adjust scope and schedules due to outside factors, it was agreed by Inyo County that the contract for the proposed work should be structured on a time and materials basis, with a not-to-exceed (NTE) budget amount. A Schedule of Fees and Charges is attached. TEAM anticipates completion of the work described herein, for a proposed NTE budget of **\$67,000**. A summary of the estimated costs, by task, are provided below.

Table of Estimated Costs

Task	Task Description	Estimate of Cost
1	Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas	\$ 19,290
2	Datagap Analysis/Field Reconnaissance (As-needed)	\$ 20,000
3	Preparation of an Initial Study/Mitigated Negative Declaration pursuant to the California Environmental Quality Act	\$ 10,621
4	Assistance to the County in the Creation of the Routine Maintenance Agreement	\$ 11,540
5	Preparation of a Guide for Road Department Foremen	\$ 5,368
TOTAL		\$ 66,819

Efforts will be made to conduct the proposed scope of work as cost-effectively as possible, and the County will only be invoiced for the actual costs necessary to complete the proposed tasks. As described in the August 2017 Proposal, TEAM will be utilizing a key subcontractor (Amec Foster Wheeler) for portions of this work. Subcontractor invoices will be passed through to Inyo County with a reduced mark-up of 10%, and will also be based on an actual cost basis within agreed upon subtask budgets.

TEAM is prepared to initiate work immediately upon receiving a signed contract and Notice to Proceed from Inyo County. A preliminary schedule was provided with the August 2017 Proposal. A revised schedule of task completion will be prepared once the start date has been determined and in coordination with Inyo County staff. We recommend that the contract term be a period of

12 months, although efforts will be made to expedite project completion in a shorter time-frame if possible. If the tasks scoped herein cannot be completed within the contract term due to factors outside our control, we will work closely with Inyo County to develop a contract extension and modified budget if necessary.

The undersigned is authorized to bind the project team into Inyo County Standard Contract No. 156, and we are confident we can comply with all contract terms and requirements without revision. We have an active contract with Inyo County for Monitoring and Reporting Services related to the Inyo County Landfills, and are not aware of any current Conflicts of Interest with respect to the proposed scope of work and pending contract.

The contact information for this work is provided below:

TEAM Engineering & Management, Inc.
Attn: Naomi J. Garcia
459 W. Line Street, Suite 100
Bishop, CA 93514
760-872-1033

Mailing address:

TEAM Engineering & Management, Inc.
P.O. Box 1265
Bishop, CA 93515

We appreciate your consideration of our professional services, and look forward to the opportunity to work with Inyo County to meet the objective of finalizing a Routine Maintenance Agreement with California Department of Fish and Wildlife.

Respectfully submitted,

TEAM Engineering & Management, Inc.


Naomi Jensen Garcia
President

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

TERM:

FROM: _____ TO: December 31, 2018

SCHEDULE OF FEES:

The Consultant shall be compensated at rates shown in the TEAM Engineering and Management, Inc., of Bishop, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

SCHEDULE OF FEES AND CHARGES**INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018****Professional Fees**

Principal	\$ 210.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Scientist/Biologist	\$ 125.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist/GIS Technician	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Expenses

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (if necessary)	\$150.00 per day
Necessary Job Related Expenses	Cost plus 10 percent
Subcontractors	Cost plus 10 percent

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.



Schedule of Fees and Charges
Amec Foster Wheeler
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Jesse Yorck	Cultural Resources Specialist	\$ 90.00
Janice Depew	Word Processing	\$ 76.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Amec Foster Wheeler's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
TEAM Engineering and Management, Inc.
AND _____

FOR THE PROVISION OF _____ **SERVICES**
Environmental

TERM:

FROM: _____ **TO:** December 31, 2018 _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant shall be compensated at the rates shown in the line items "Vehicle Use 2WD", "Vehicle Use 4WD", "Mileage (in lieu of daily rate for >100 miles)", and "Per Diem" of Attachment B: Schedule of Fees, for the services described in Attachment A: Scope of Work.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental **SERVICES**

TERM:

FROM: _____ TO: December 31, 2018

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.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2018.

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

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

1. Attachment B to the Contract, Schedule of Fee's is amended for the sub-consultant, Wood, PLC is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is July 10, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: Naomi Garcia

Dated: _____

Dated: 7/23/18

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31th, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A of the original Contract, *Scope of Work*.

The Schedule of Fee's shown in this Attachment B1 contains the rates of compensation for Wood, PLC, the sub-consultant to TEAM. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.



Attachment "B1"

Schedule of Fees and Charges
Wood (formerly Amec Foster Wheeler)
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018
Revised June 11, 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Janice Depew	Word Processing	\$ 76.00
Junior Biologist	various	\$ 85.50
Junior Planner	various	\$ 80.00
Junior Cultural Res. Specialist	various	\$ 90.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2019.

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

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

1. The term of the Agreement is extended to June 30, 2020.


The effective date of this amendment to the Agreement is December 6, 2019.

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


**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

3rd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December, 2019.

COUNTY OF INYO

By: 
Dated: 12/3/19

CONTRACTOR

By: 
Dated: 11/26/19

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF December, 2019.

COUNTY OF INYO

By: 

Dated: 12/3/19

CONTRACTOR

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of June 2020 an order was duly made and entered as follows:

*Public Works –
TEAM Engineering
Amendment 3*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve Amendment No. 3 to the agreement between the County of Inyo and TEAM Engineering Inc. of Bishop, CA, increasing the contract to an amount not to exceed \$82,000 and extending the term end date from June 30, 2020 to February 28, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>June 11, 2020</i>

WITNESS my hand and the seal of said Board this 9th
Day of JUNE, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Ashley Helms

SUBJECT: Amendment 3 to the contract with TEAM Inc, of Bishop, CA.

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the agreement between the County of Inyo and TEAM Engineering Inc. of Bishop, CA, increasing the contract to an amount not to exceed \$82,000 and extending the term end date from June 30, 2020 to February 28, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On November 7, 2017, your Board approved the contract between Inyo County and TEAM Inc, for Environmental Services for assistance with developing a Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW). TEAM has completed the majority of the scope included in the original contract, and the agreement with CDFW is nearly complete. Task 5 in the initial contract included the preparation of a compliance guide for the Inyo County Road Department after the RMA was completed.

After review of the draft RMA from CDFW, Public Works would like to modify Task 5 to the contract, extend the contract end date to February 28, 2021, and increase the not to exceed amount by \$15,000. This contract has two previous amendments, neither of which increased the not to exceed limit.

Amendment 3 removes the original scope of Task 5, and adds the following scope, to be used on an as needed basis:

- Creation of a training program to satisfy the annual training requirement of the RMA. This training will be administered to the Road Department staff each year.
- Attend meetings with Inyo County staff during the initial 6 months of the new Agreement, to address any issues with permit compliance early on (limit 3 meetings).
- Attend meetings with Inyo County staff and CDFW during initial 6 months, as needed, to address compliance issues (limit 2 meetings).
- Complete portions of the Annual Report, for submittal to CDFW by January 31, 2021.
- Complete biological surveys if avoidance measures included in the RMA cannot be implemented and certain road maintenance activities (not anticipated).

BACKGROUND/HISTORY OF BOARD ACTIONS:

11/7/2017 - Contract Awarded to TEAM Inc

7/10/2018 - Amendment 1, added staff to sub-consultants Schedule of Fees

12/6/2019 - Amendment 2, extended the contract end date to June 30, 2020

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this amendment, and direct Inyo County staff to complete the work, this is not recommended, because current staff does not have the background necessary to complete some of the work.

OTHER AGENCY INVOLVEMENT:

CDFW

FINANCING:

This contract is paid out of Budget 034600 (Road), object code 5265 (Professional Services). Adequate funding exists in this object code for the remainder of the fiscal year, and this funding is included in the rollover budget for FY 20/21.

ATTACHMENTS:

1. TEAM Amendment 3
2. TEAM Engineering Contract
3. TEAM Engineering Contract Amendment 1
4. TEAM Engineering Contract Amendment 2

APPROVALS:

Ashley Helms	Created/Initiated - 5/26/2020
Darcy Ellis	Approved - 5/26/2020
Ashley Helms	Approved - 6/2/2020
Breanne Nelums	Approved - 6/2/2020
Michael Errante	Approved - 6/2/2020
Marshall Rudolph	Approved - 6/2/2020
Amy Shepherd	Approved - 6/3/2020
Michael Errante	Final Approval - 6/3/2020

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to June 30, 2020.

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

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

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows: "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eighty two thousand dollars (\$82,000.00) (hereinafter referred to as "Contract limit")."
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks described Attachment A-3 to the Contract.
3. The term of the agreement is extended to February 28, 2021.


The effective date of this amendment to the Agreement is June 9, 2020.

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


**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

By: 
Dated: 7-14-2020

CONTRACTOR

By: 
Naomi Jensen, TEAM Engineering & Management, Inc.
Dated: June 16, 2020

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

ATTACHMENT A-3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Team Engineering and Management (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** June 30, 2020

SCOPE OF WORK:

This Amendment removes the original scope of Task 5-- Preparation of Road Department Guide, and adds the following scope, to be used on an as needed basis:

- Creation of a training program to satisfy the annual training requirement of the RMA. This training will be administered to the Road Department staff each year.
- Attend meetings with Inyo County staff during the initial 6 months of the new Agreement, to address any issues with permit compliance early on (limit 3 meetings).
- Attend meetings with Inyo County staff and CDFW during initial 6 months, as needed, to address compliance issues (limit 2 meetings).
- Complete portions of the Annual Report, for submittal to CDFW by January 31, 2021.
- Complete biological surveys if avoidance measures included in the RMA cannot be implemented and certain road maintenance activities (not anticipated).

ATTACHMENT B-3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT(TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31th, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified in Attachment B to the contract shall constitute full compensation for providing all services, labor, and equipment for the work included in Attachment A-3 to the contract.

The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2017 an order was duly made and entered as follows:

*P.W. – TEAM, INC.
CONTRACT*

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to: A) approve the contract between the County of Inyo and TEAM, Inc. of Bishop, CA for Environmental Services in an amount not to exceed \$67,000; and B) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of November, 2017

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>November 8, 2017</i>



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

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

FROM: Public works

FOR THE BOARD MEETING OF: November 7, 2017

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with TEAM Engineering and Management, Inc. (TEAM) of Bishop, CA for Environmental Services for assistance in developing a Routine Maintenance Agreement between the Inyo County Road Department and the California Department of Fish and Wildlife (CDFW)

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and TEAM Inc. of Bishop, CA for Environmental Services with a not-to-exceed amount of \$67,000; and
- B) Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Inyo County Road Department would like to enter into a Standard Maintenance Agreement (SMA) with CDFW under the Streambed Alteration Program. This will allow the Road Department to carry out routine dirt road/shoulder grading and culvert cleaning without obtaining a CDFW Lake and Streambed Alteration (LSA) Permit for each separate activity. To accomplish this, the Public Works Department will need the help of an environmental consultant, who will carry out computer-based research, possible field studies, and complete an Environmental Document pursuant to the California Environmental Quality Act to satisfy the CDFW requirements.

On July 28, 2017, the Public Works Department advertised a Request for Proposals (RFP) for Environmental Services. Three proposals were received on August 15, 2017, and the proposals were scored by four Public Works employees on eight categories (see attached RFP for reference); the combined scores are as follows:

- | | |
|--|--------|
| 1. TEAM of Bishop, CA | 4.38/5 |
| 2. Panorama Environmental, Inc. of San Francisco, CA | 4.03/5 |
| 3. Helix Environmental Planning of Folsom, CA | 3.91/5 |

TEAM has been chosen as the best consultant for this project. TEAM, along with their subcontractor, AMEC Foster, has the technical experience, local knowledge, and familiarity with the SMA process to efficiently and cost-effectively deliver the scope of work requested.

The not-to-exceed amount of \$67,000.00 (Sixty-seven thousand dollars) is the Consultant's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not approve this contract with TEAM Engineering and Management, Inc., and to begin negotiations with the second choice consultant firm. Your Board could also choose not to enter into a contract for Environmental Services, and not to pursue a SMA with CDFW; this is not recommended as this would necessitate the Road Department to obtain an LSA permit (and pay the corresponding fee) each time before grading any road with a riparian zone crossing.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). In fiscal year 17/18, \$50,000 is budgeted for this contract, the remaining costs will be incurred in fiscal year 18/19.

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.)
<i>Huebner</i>	Approved: <u>YES</u> Date: <u>10/11/17</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
<i>[Signature]</i>	Approved: <u>yes</u> Date: <u>10/16/2017</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: *[Signature]* Date: 10/16/17
 (Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE: N/A Date: _____
 (Not to be signed until all approvals are received)

COUNTY OF INYO
REQUEST FOR PROPOSAL



Environmental Services

Date Released: July 28, 2017
Deadline for Submission: 5:00pm, August 15, 2017

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St
Independence CA, 93526

RESPONSE TO THIS REQUEST

Please include in your proposal the items listed below, any proposal which does not include all of the requested information may be considered as non-responsive and may not be considered.

1. A narrative addressing the technical nature of this project, which demonstrates an understanding of the scope of work, and discusses the proposed approach to the project.
2. A summary of work each key staff member will perform for this proposal.
3. A proposed time frame of completion for each phase of work.

In a separate sealed envelope, please provide a price for the scope of work included in the Proposal, including the estimated cost for each component of the project.

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

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

CONTRACT

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 156. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 156 is attached hereto as Exhibit A. Insurance requirements for Professional Services are described in Exhibit B. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

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

EVALUATION PROCESS

All proposals will be evaluated by an Inyo County Selection Committee (Committee). The Committee may be composed of Inyo County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Environmental services of TEAM Engineering and Management, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____, 2017 to December 31, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From January 1, 2019 through December 31, 2019
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$67,000 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
TEAM Engineering and Management, Inc.	Name
PO Box 1265	Address
Bishop CA 93514	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

7th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF November, 2017.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Mark Tillemans
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 11/7/17

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

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONSULTANT

By: Naomi Garcia
Signature

Naomi J. Garcia
Print or Type Name

Dated: November 1, 2017

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 TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

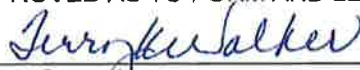
By: _____
Signature

Print or Type Name

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



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
TEAM Engineering and Management, Inc.
AND _____

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** December 31, 2018 _____

SCOPE OF WORK:

TEAM Engineering and Management, Inc. of Bishop, California will be providing services including but not limited to desktop environmental support, field studies, completion of a CEQA (California Environmental Quality Act) document, coordination with California Department of Fish and Wildlife (CDFW), and other tasks required to obtain a Standard Maintenance Agreement under the Lake and Streambed Alteration Program from CDFW. The scope of work is described in detail in the following pages.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. The Consultant may be required to modify its works as necessary to meet the objectives. Modification to the agreed scope of work or level of effort to meet the objective will be incorporated into the contract by amendment, as described in Section 22, Amendment, of the contract.

Inyo County Public Works Department
Attn: Ashley Helms
168 N. Edwards Street
Independence, CA 93526

October 4, 2017

**RE: REVISED COST PROPOSAL
ENVIRONMENTAL SERVICES IN SUPPORT OF A ROUTINE MAINTENANCE AGREEMENT
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND INYO COUNTY
ROAD DEPARTMENT**

Dear Ms. Helms:

Based on Inyo County's Request for Proposal (RFP) in July 2017, TEAM Engineering & Management, Inc. (TEAM) provided a Proposal to the County of Inyo Public Works Department for Environmental Services in Support of a Routine Maintenance Agreement with California Department of Fish and Wildlife (CDFW), dated August 15, 2017. Subsequently, the scope of services requested by Inyo County for this work was clarified in a meeting with TEAM on September 15, 2017 and as summarized in an email from Inyo County Public Works (ICDPW) dated September 18, 2017. This Revised Cost Proposal is provided to reflect the modified scope of work and a revised budget by task.

Primary Objective

The objective of the proposed work is to support Inyo County in entering into a Section 1602 Lake and Streambed Alteration Agreement (Routine Maintenance Agreement) for standard road maintenance activities conducted by Inyo County Road Department. Activities to fall under the Agreement include grading of dirt roads and shoulders, culvert cleaning, and tree trimming or removal activities where Inyo County Maintained Mileage intersect waterways covered under CDFW's Lake and Streambed Alteration Program.

In order to accomplish the above-stated objective, the updated scope of work is divided into five (5) tasks, as summarized below:

1. Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas
2. Data gap Analysis and Field Reconnaissance (As-needed in support of Task 1)
3. Preparation of an Initial Study/Mitigated Negative Declaration in support of CEQA Compliance
4. Assistance to Inyo County for the Routine Maintenance Agreement
5. Preparation of a Guide for Inyo County Road Department Foremen

Revised Scope of Work

The following task definitions and scope of work address the five tasks requested by Inyo County in the July 2017 RFP and as revised in the meeting with Public Works and Road Department staff on September 15, 2017. The following task descriptions are also the basis for the revised Cost Proposal submitted herein.

TASK 1: Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas

As described in the RFP, Task 1 would be a computer-based review of all roadways in Inyo County which are maintained by the Inyo County Road Department. The objective of this task is to compile available information on sensitive environmental resources and to determine the top 10% most sensitive areas that may need further study or avoidance/mitigation measures.

Our approach to Task 1 would be to meet with Inyo County Road Department staff as soon as possible after contract execution, to obtain a copy of Inyo County's GIS data for the Inyo County Maintained Mileage. TEAM would then use ArcGIS software to overlay available environmental data, with a primary focus on biological resources specified by the State and Federally-listed Threatened, Endangered, or Special Status Species.

To initially establish a database of potential County locations where routine maintenance activities would occur, TEAM proposes to use existing County GIS road layers and query the system for stream crossing latitude/longitude based on the USGS Blue Line database. The subsequent table will also include water body, watershed, and USGS quadrangle for each site. This will serve as a basis for locational data for routine maintenance activities which would be subject to the Section 1602 permit. In order to collect similar information on maintenance near additional perennial streams, ephemeral areas, permanent and seasonal wetlands, and Waters of the State over which CDFW has jurisdiction, and which are not identified on USGS maps, the project team will rely on existing County GIS resources as well as additional data to be provided by County staff based on knowledge of existing conditions.

After developing a shapefile and associated attribute table of intersection of Inyo County maintained roads and perennial streams, overlays will be conducted using available environmental data. The primary database that will be used for this effort is the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Other available databases will be used to supplement the CNDDDB database as needed.

The County will be divided into functional regions in order to group areas with similar species and habitats, rather than looking at the project on a quad by quad basis. After discussions with Inyo County on September 15, 2017, it was determined that the areas should also be grouped by existing County road districts to the extent practical to streamline communication of permit requirements and planning implications for Road Department foremen. A query to this database will be conducted for areas within Inyo County, creating tables by region with sensitive species. These tables will serve as a basis for evaluating the most environmentally sensitive areas. The database results will also serve to separate out unique and distinct regions of the County which may require particular measures to protect specific species, and conversely, to clear areas in which routine

maintenance activities can continue without modification. It is our understanding, based on the September meeting with ICDPW, that roads within the Death Valley National Park or on federal lands will not be included in the GIS screening task or in the RMA.

The result of the initial screening will result in an attribute table which can be queried and sorted. TEAM would then work with County staff and CDFW to develop a prioritization system with a list of criteria that would trigger identification as an environmentally sensitive area. Inyo County has requested that the top 10% most sensitive be identified, but it is possible that the initial screening may identify more or less than 10% of the County road mileage which may have the potential to be environmentally sensitive due to various factors. In addition, the exercise would be reliant on the accuracy and completeness of the available data, and significant data gaps may exist. Due to these possibilities, TEAM proposes to present County staff and the CDFW with draft results and a discussion of potential limitations and data gaps. After review and feedback from CDFW and County staff, the reference tables would be supplemented with additional data or refined focus of the prioritization efforts, if applicable. The final results would again be provided to ICDPW and CDFW for review and approval.

Initial database screening results would also be utilized in Tasks 2 through 5, as requested by Inyo County and as described below.

TASK 2: Data gap Analysis and Field Reconnaissance (As-needed)

As described in the July 2017 RFP, Task 2 was originally identified and scoped as “Biological Surveys of Silver Canyon and Wyman Creek Roads,” as those stream crossings had been previously identified as needing biological surveys as part of the permitting efforts with CDFW. However, in TEAM’s initial meeting with CDFW’s Nick Buckmaster on August 9, it was determined that the level and extent of biological survey that would be applicable for a given location is highly variable, ranging from no survey to an in-depth species-specific survey requiring licensed specialists. CDFW also indicated that the surveys should not be done too far in advance of maintenance activities due to their relatively short shelf-life. Once the specific requirements of the Routine Maintenance Agreement are developed, and/or appropriate mitigation developed, costs can be developed for a biological survey of a particular area of concern based on the schedule and level of maintenance activity anticipated by Inyo County Road Department.

As discussed with Public Works and Road Department supervisors in a meeting on September 15, 2017, and in related email correspondence, it was determined that specific biologic surveys prior to maintenance work covered under the RMA should be conducted under a future scope of work and as dictated by final Agreement conditions. However, as requested by Inyo County, Task 2 budget will be retained to be used on an as-needed basis, in support of Task 1. Once the draft results of Task 1 are provided, Task 2 will be focused on closing critical data gaps regarding sensitive environmental conditions, if it is determined to be necessary based on CDFW comments and requirements for the RMA. It is assumed that the field reconnaissance activities would be conducted by a qualified Biologist, but that detailed biological surveys would not be required at this stage of the permitting process. Due to the large geographical extent of the County Maintained Mileage, and the potential variability in the types of data gathering this task may entail, specific scope of subtasks and associated costs cannot be developed at this time. A task budget has been developed based on our professional judgement and the information that is available to us as of

the date of this proposal. No charges will be incurred under Task 2 unless specifically approved by Inyo County DPW, and if necessary to incorporate CDFW comments on the draft screening results and prioritization presented as part of Task 1.

TEAM will work closely with Inyo County and CDFW to determine if additional data gathering efforts are necessary, and will assign staff appropriately and as-needed for a given task. For example, some data gathering may be able to be conducted by lower-level staff or Road Department staff. We will also manage the project team for maximum cost-effectiveness for Inyo County; for example, in areas of Southern Inyo where desert species could be impacted (e.g. Desert Tortoise), it may be most cost effective for the project team to provide a qualified biologist out of AmecFW's Riverside office and/or to schedule similar surveys together to minimize the travel time associated with the more remote areas of Inyo County. Alternatively, if no field reconnaissance, additional data gathering or preliminary biological surveys are necessary until after the RMA is finalized, Task 2 funds will not be used.

TASK 3: Completion of Initial Study/Mitigated Negative Declaration in support of California Environmental Quality Act (CEQA) Compliance

Based on the requested scope in the July 2017 RFP, costs were developed for completion of a CEQA Initial Study Environmental Checklist (IS), to determine the type of document that would be required for compliance with CEQA in order for Inyo County to finalize the Routine Maintenance Agreement with CDFW.

Based on our experience with a variety of projects subject to permitting in California, and our meeting on August 9 with CDFW, an appropriate level of CEQA documentation will be necessary in order for CDFW issuance of a final RMA. Since the CEQA documentation and public review process can be significant, we recommend beginning the CEQA documentation process early in the permitting timeline with the preparation of the Initial Study Checklist. Ultimately, the Initial Study determines which type of CEQA document will need to be prepared, yet CDFW indicates that for a regional project that has diverse baseline conditions, and which has potential impacts in multiple resource categories (i.e., biology, hydrology and water quality, soils and geology), that a Mitigated Negative Declaration (MND) would likely apply. This is consistent with the recent MND that was developed for the Caltrans RMA in 2013-2014, in which the mitigation measures were limited to precautionary surveys, avoidance measures, and Best Management Practices which were designed to minimize impacts to (primarily) biological resources. While it is possible that a Negative Declaration could apply if the routine activities are kept under a level at which any significant environmental impacts would apply, it is likely that avoidance and precautionary measures would either need to be built into the Agreement terms or identified as mitigation measures as part of an MND.

After discussing the level of anticipated CEQA support with Inyo County on September 15, 2017, it was requested that the Task 3 scope of work be expanded to include preparation of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND). The agreed upon approach is to conduct a streamlined IS/MND, using the MND that was developed for the California Department of Transportation for Inyo, Mono, and San Bernardino Counties as a rough guide to determine an appropriate level of analysis which was acceptable to the CDFW for Adoption (as CEQA responsible agency), which allowed for the finalization of the Section 1602 RMA. It should be

noted that the Caltrans IS/MND is a very simple document focusing primarily on biological resources, and there is a potential risk that agency or public comment on a draft IS/MND may trigger additional documentation and notification requirements. For the purposes of cost estimation, it is assumed that the level of reporting for the Caltrans IS/MND would be acceptable to the CEQA Lead Agency (Inyo County Planning Dept), Responsible Agency (CDFW), local tribal groups and the public. Costs assume one round of comments on the draft IS/MND, and that comments are fairly simple in nature and not requiring a re-drafting and re-distribution of the MND document.

TEAM's approach to the completion of Task 3 is to have our key subcontractor, Amec Foster Wheeler (AmecFW) be the lead on the completion of the IS/MND due to their larger resource base of specialists, and to allow for Task 3 to be initiated concurrently with Task 1 for maximum project efficiency. AmecFW's environmental planners will draft an IS/MND for compliance with CEQA for implementation of the routine maintenance activities that will form the basis of the Routine Maintenance Agreement with CDFW. AmecFW's planners have been involved with numerous projects involving CDFW Streambed Alteration Agreements (SAAs), of which the RMA is a special case. Our project team is aware of the habitat avoidance, impact minimization, and impact mitigation strategies that could be required by CDFW, and will incorporate such strategies into the draft IS/MND so as to avoid lengthy reviews and modifications. The sensitive areas identified in Task 1, and the specific environmental resources that have the potential to be impacted, will be discussed as well as any standard avoidance or Best Management Practices which will keep impacts below the threshold for mitigation.

As requested in the September 15, 2017 meeting with Public Works and Road Department supervisors, costs have also been included for support to Inyo County, as-needed, for compliance with AB52 Tribal Consultation regulations with respect to the CEQA process. Potential impacts to cultural resources will be evaluated in the development of the IS/MND, and qualified cultural resource experts/archaeologists will also be available if Inyo County requests support with tribal consultation processes and/or development of mitigation or response measures should cultural resources be encountered during the routine road maintenance activities.

TASK 4: Provide Assistance to the County in the Creation of the Routine Maintenance Agreement

Based on communication with Inyo County Public Works staff and as specified in the July 2017 RFP, it is understood that Inyo County Road Department staff will create the Routine Maintenance Agreement, in conjunction with the Bishop CDFW office and with consultant assistance as-needed. It is anticipated that the Routine Maintenance Agreement will cover routine road maintenance activities such as grading of dirt roads, grading of dirt shoulders along paved County roads, and culvert cleaning. More intensive road maintenance activities which have the potential to impact riparian zones, wetlands, or species protected by State and Federal law, would not be included in the RMA but rather require a separate permitting process.

As requested in the RFP, consulting services would be focused on compiling checklists of what must be done for each type of road and/or culvert maintenance work to protect sensitive plant and animal communities, and reviewing a Draft RMA document. The checklists would be developed in conjunction with efforts under Task 1, Computer-based review of Environmentally Sensitive

Areas, and Task 3, Completion of the CEQA Initial Checklist. The goal of the development of the checklists will be to create tools for Road Department staff to make decisions and plan routine road maintenance activities to minimize impacts to biological resources under the terms of the RMA. The terms of the Caltrans RMA will serve as a guide to develop the initial checklists, coupled with reference tables (developed in Task 1) and/or a flowchart of the decision matrix to determine when certain activities may trigger a pre-activity survey by a qualified biologist, a schedule adjustment, or certain specified BMPs.

Although the level of support that will be needed by ICDPW in the development of the Agreement document are yet to be determined, TEAM's approach to this task will be to combine local responsiveness and availability to coordinate meetings in Independence and/or Bishop, with strong technical staff from AmecFW with extensive experience in Section 1602 permitting. The information gathered in Tasks 1 through 3 described above will be utilized to develop the checklists and guide the proposed terms of the RMA, and our project team will work closely with Inyo County staff to develop reference tools that are practical and understandable.

As described in further detail in TEAM's April 2016 proposal for a similar scope of work, it is recognized that a significant part of the development of an RMA application packet will include compiling information on the culverts which require regular maintenance and culverts in sensitive areas. It will also be important for Inyo County staff to develop detailed descriptions of maintenance activities and associated schedules. Our project team can assist County staff in scheduling of work to avoid disturbances to birds protected under the the Migratory Bird Protection Act, and outline other scheduling considerations such as proper notification to CDFW of work activities.

As requested in the current RMA, estimated costs are limited to the development of checklists of what must be done for each type of routine maintenance work, and review and comment on a draft Agreement. Costs assume up to 32 hours of AmecFW staff time (Section 1602 permitting expert), and up to 40 hours of TEAM staff time, plus 8 hours of project management time for meetings and task coordination. The timeline for completion of this task will be dependent on the timeline for completion of the Agreement document by County staff, however the project team can assist the County in expediting the process. Additional services in support of the RMA application package can be provided on an on-call basis if requested by Inyo County.

TASK 5: Preparation of a Guide for Inyo County Road Department Foremen

An additional task that was discussed in the September 15, 2017 meeting, and as requested by Inyo County in subsequent communication, is the preparation of a deliverable that will organize the results of Task 1 screening and Task 4 checklists into a format that is usable for Inyo County Public Works and Road Department staff for informational and planning purposes. In addition to the GIS layers and attribute tables that will be developed as part of Task 1, the project team will also provide Inyo County with a sortable spreadsheet, in Microsoft Excel or Access format, which summarizes the precautionary measures that would apply to the environmentally sensitive areas identified in Task 1, and conversely, the areas in which no additional measures are necessary. In addition to this spreadsheet, it was requested by Inyo County that TEAM also prepare a printed document or guide, broken up into the five Inyo County Road Districts, to provide each Foreman with guidance on which roads in their jurisdiction may require scheduling, mitigation or avoidance measures versus those areas that are "cleared" of additional measures required by the RMA.

The content and format of the requested deliverables are unknown at this time, as the information that is necessary to communicate to the Road Department will be identified in completion of Tasks 1 through 4, above. It is also possible that these final deliverables cannot be prepared until the final requirements of the RMA are agreed upon with CDFW. Estimated costs under this task assume that the results of Tasks 1 through 4 can be summarized in a streamlined fashion for the use of those implementing the agreement, but the ultimate effort required for this task will be dependent on the specific needs of the County and how well the required information is integrated into the County's GIS layers. Once the Task 1 efforts are completed, we will work closely with Inyo County to determine how best to provide the information in a useable format for Inyo County Road Department.

Revised Cost Proposal

The level of effort that may be necessary to result in a final Agreement may vary widely, due to multiple factors such as the specific requirements of CDFW, the results of the initial task of identification of environmentally sensitive portions of the County-maintained mileage, and compliance with the California Environmental Quality Act to the satisfaction of the Lead and Responsible Agencies involved. Due to the nature of the work and the need to be flexible to adjust scope and schedules due to outside factors, it was agreed by Inyo County that the contract for the proposed work should be structured on a time and materials basis, with a not-to-exceed (NTE) budget amount. A Schedule of Fees and Charges is attached. TEAM anticipates completion of the work described herein, for a proposed NTE budget of **\$67,000**. A summary of the estimated costs, by task, are provided below.

Table of Estimated Costs

Task	Task Description	Estimate of Cost
1	Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas	\$ 19,290
2	Datagap Analysis/Field Reconnaissance (As-needed)	\$ 20,000
3	Preparation of an Initial Study/Mitigated Negative Declaration pursuant to the California Environmental Quality Act	\$ 10,621
4	Assistance to the County in the Creation of the Routine Maintenance Agreement	\$ 11,540
5	Preparation of a Guide for Road Department Foremen	\$ 5,368
TOTAL		\$ 66,819

Efforts will be made to conduct the proposed scope of work as cost-effectively as possible, and the County will only be invoiced for the actual costs necessary to complete the proposed tasks. As described in the August 2017 Proposal, TEAM will be utilizing a key subcontractor (Amec Foster Wheeler) for portions of this work. Subcontractor invoices will be passed through to Inyo County with a reduced mark-up of 10%, and will also be based on an actual cost basis within agreed upon subtask budgets.

TEAM is prepared to initiate work immediately upon receiving a signed contract and Notice to Proceed from Inyo County. A preliminary schedule was provided with the August 2017 Proposal. A revised schedule of task completion will be prepared once the start date has been determined and in coordination with Inyo County staff. We recommend that the contract term be a period of

12 months, although efforts will be made to expedite project completion in a shorter time-frame if possible. If the tasks scoped herein cannot be completed within the contract term due to factors outside our control, we will work closely with Inyo County to develop a contract extension and modified budget if necessary.

The undersigned is authorized to bind the project team into Inyo County Standard Contract No. 156, and we are confident we can comply with all contract terms and requirements without revision. We have an active contract with Inyo County for Monitoring and Reporting Services related to the Inyo County Landfills, and are not aware of any current Conflicts of Interest with respect to the proposed scope of work and pending contract.

The contact information for this work is provided below:

TEAM Engineering & Management, Inc.
Attn: Naomi J. Garcia
459 W. Line Street, Suite 100
Bishop, CA 93514
760-872-1033

Mailing address:

TEAM Engineering & Management, Inc.
P.O. Box 1265
Bishop, CA 93515

We appreciate your consideration of our professional services, and look forward to the opportunity to work with Inyo County to meet the objective of finalizing a Routine Maintenance Agreement with California Department of Fish and Wildlife.

Respectfully submitted,

TEAM Engineering & Management, Inc.


Naomi Jensen Garcia
President

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

TERM:

FROM: _____ TO: December 31, 2018

SCHEDULE OF FEES:

The Consultant shall be compensated at rates shown in the TEAM Engineering and Management, Inc., of Bishop, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

SCHEDULE OF FEES AND CHARGES**INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018****Professional Fees**

Principal	\$ 210.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Scientist/Biologist	\$ 125.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist/GIS Technician	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Expenses

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (if necessary)	\$150.00 per day
Necessary Job Related Expenses	Cost plus 10 percent
Subcontractors	Cost plus 10 percent

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.



Schedule of Fees and Charges
Amec Foster Wheeler
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Jesse Yorck	Cultural Resources Specialist	\$ 90.00
Janice Depew	Word Processing	\$ 76.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Amec Foster Wheeler's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND **TEAM Engineering and Management, Inc.**

FOR THE PROVISION OF Environmental **SERVICES**

TERM:

FROM: _____ **TO:** December 31, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant shall be compensated at the rates shown in the line items "Vehicle Use 2WD", "Vehicle Use 4WD", "Mileage (In lieu of daily rate for >100 miles)", and "Per Diem" of Attachment B: Schedule of Fees, for the services described in Attachment A: Scope of Work.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF _____ **Environmental** _____ **SERVICES**

TERM:

FROM: _____ **TO:** December 31, 2018 _____

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.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2018.

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

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

1. Attachment B to the Contract, Schedule of Fee's is amended for the sub-consultant, Wood, PLC is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is July 10, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____


Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2018.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Maem Garcia _____

Dated: 7/23/18 _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31st, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A of the original Contract, *Scope of Work*.

The Schedule of Fee's shown in this Attachment B1 contains the rates of compensation for Wood, PLC, the sub-consultant to TEAM. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.



Attachment "B1"

Schedule of Fees and Charges
Wood (formerly Amec Foster Wheeler)
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018
Revised June 11, 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Melsinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Janice Depew	Word Processing	\$ 76.00
Junior Biologist	various	\$ 85.50
Junior Planner	various	\$ 80.00
Junior Cultural Res. Specialist	various	\$ 90.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2019.

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

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

1. The term of the Agreement is extended to June 30, 2020.


The effective date of this amendment to the Agreement is December 6, 2019.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

3rd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December, 2019.

COUNTY OF INYO

By: 
Dated: 12/3/19

CONTRACTOR

By: 
Dated: 11/26/19

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF December, 2019.

COUNTY OF INYO

CONTRACTOR

By: 

By: _____

Dated: 12/3/19

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A
County Risk Manager

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to February 28, 2021.

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

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

1. The term of the agreement is extended to February 28, 2022.

The effective date of this amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Staff

SUBJECT: Support of the Keep California Working Act

RECOMMENDED ACTION:

Request Board approve a letter expressing support for SB 74 (Borgeas-Cabarello), also known as the Keep California Working Act.

SUMMARY/JUSTIFICATION:

Senate Bill 74, also known as the Keep California Working Act, is supported by more than 80 chambers of commerce, cities, counties and associations located throughout California.

Jointly authored by Senators Andreas Borgeas (R-Fresno) and Anna Caballero (D-Salinas), the bill would invest more than \$2 billion of California's unanticipated revenue in one-time grants for small businesses and nonprofits impacted by COVID-19.

Specifically, SB 74 would appropriate \$2.6 billion dollars to the Office of Small Business Advocate in order to award grants to small businesses and non-profits that have experienced economic hardship resulting from COVID-19. The grant money could then be used by struggling businesses to pay for payroll costs, health care benefits, paid sick, medical, or family leave, costs reasonably associated with reopening business operations, costs reasonably associated with complying with COVID-19 federal, state, or local guidelines for reopening and required safety protocols, and insurance premiums.

SB 74 would award grants to employers that range from \$5,000 to \$60,000 depending upon certain defined revenue levels. Priority would be given to certain qualified applicants depending upon geographic impacts of COVID-19, total financial impact caused by COVID-19, in addition to specified workforce and ownership sectors.

Your Board has been asked to join the growing coalition of support for SB 74 by sending a letter to the bill's authors.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request additions and/or corrections to the letter, or decline to approve sending it at all.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Letter Supporting SB 74

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 2/18/2021
Final Approval - 2/18/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

February 23, 2021

The Honorable Andreas Borgeas
California State Senate
State Capitol, Room 3082
Sacramento, CA 95814

The Honorable Anna Caballero
California State Senate
State Capitol, Room 5052
Sacramento, CA 95814

Dear Senators Borgeas and Caballero:

The Inyo County Board of Supervisors is pleased to join the more than 80 chambers of commerce, cities, counties and associations located throughout California who are lending their support to SB 74 (Borgeas-Caballero), the Keep California Working Act.

If approved, SB 74 would invest \$2.6 billion of California's unanticipated revenue in one-time grants for small businesses and non-profits impacted by COVID-19. In conjunction with the Small Business Grants Program Budget proposal and federal aid programs, this much-needed relief funding could very well determine how long our small businesses and organizations can keep their doors open or if they can reopen when appropriate.

The pandemic's impacts, in Inyo County and throughout California, have been, and continue to be, substantial. As tourism destinations, Inyo County and the Eastern Sierra rely on the economic activity generated by visitors year-round. As you know, the hospitality industry has suffered greatly under State lockdowns and travel restrictions, to the extent that many of our small businesses face the difficult prospect of closing their doors permanently, losing their life's investment, or even declaring bankruptcy, impacting thousands of employees and family members.

SB 74 will provide small, local businesses like those in Inyo County with financial resources that are urgently needed now. Our local businesses have responded actively to the COVID-19 pandemic. They have invested thousands of dollars in mitigation measures, followed face covering/mask requirements, reduced capacities and/or remodeled to meet distancing requirements, and supported local COVID-19 testing efforts. Hotels and short-term rentals have reduced occupancies, and even closed during the Stay-at-Home orders. If small businesses are suffering because they are following COVID-19 protocols, then it is imperative that California provide relief to those that are struggling. Appropriating 10% of the State's budget surplus through enactment of SB 74 would bring direct relief to these businesses that are now looking at all avenues to survive.

The Keep California Working Act will make grants available to struggling businesses to pay for payroll costs, health care benefits, paid sick, medical, or family leave, costs reasonably associated with reopening business operations, costs reasonably associated with complying with COVID-19 federal, state, or local guidelines for reopening and required safety protocols, and insurance premiums. SB 74 would award grants to employers that range from \$5,000 to \$60,000 depending upon certain defined revenue levels. The grants outlined in SB 74 are also particularly welcomed by employers since the bill specifically states the grants are excluded from state income tax obligations.

The County of Inyo has distributed \$800,000 in CARES funding and plans to distribute \$100,000 in General Fund money to local small businesses and non-profit groups, respectively. While this assistance has been greatly appreciated,

the County is reaching the limits of available funding it can provide, as it, too, is reeling from the impacts of the pandemic, including significant loss in Transient Occupancy Tax revenue.

Our small businesses and organizations are the backbone of our communities and have never shied away from helping others in their time of need, whether that was youth sports teams, families who lost their homes, or school fundraisers. Now, in their time of need, it is imperative – and only right – that they find themselves on the receiving end of critically needed financial aid. SB 74 is yet another lifeline they can grab onto as they weather the continuing pandemic, and which will help ensure our communities retain their economic framework when full recovery is achieved.

Thank you for recognizing the impact on small businesses of the public health response to COVID-19. Your efforts, and those of your colleagues, to provide financial assistance to small business may, for many, make the difference between survival and permanent closure. For these reasons, the County of Inyo strongly supports SB 74.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

xc: RCRC
CSAC



SB 74

KEEP CALIFORNIA WORKING ACT

INVESTING IN SMALL BUSINESSES & NONPROFITS

FACT SHEET

SUMMARY

Senate Bill 74 creates a \$2.6 billion dollar grant program for small businesses and non-profits that have sustained financial losses due to the impacts of COVID-19.

ISSUE BACKGROUND

COVID-19 has altered nearly every aspect of our lives and brought a halt to much of California's economy. Many small businesses are struggling to survive and a survey conducted at the end of November reported that over the next three months 32% of businesses responded that they will likely cut employee hours, 33% will reduce wages, 25% will close temporarily, and 15% are likely to close permanently.¹ Non-Profits have also been adversely impacted as their resources and finances have declined while their demand for services has increased.

Small businesses play a major role in California's three trillion dollar economy. Businesses with less than 20 employees make up almost 90% of businesses and those with less than 100 employees represent 97.3% of all businesses in the state.² As of late December, small business revenue was down 33% and will likely remain low in the coming months.³

A September report from Yelp showed that of the businesses who have closed, 60% have closed permanently.⁴ Small businesses employ 35.8% of California's workforce and are a driving factor in job creation and tax revenues.⁵ Mass closures among small businesses will have devastating long-term impacts on California's economy and job market.

Prioritizing the health and safety of our community while also supporting measures that responsibly and sustainably support our economy is a responsibility of the Legislative body. Now more than ever, California should provide relief to small business and non-profits or risk losing a fundamental component of each community.

SOLUTION

SB 74 would invest \$2.6 billion in grants ranging from \$5,000 to \$60,000 to help small businesses and non-profits that have sustained financial losses. SB 74 has been introduced with an urgency clause so that it can take effect immediately upon approval.

LEGISLATIVE SUPPORT

Joint Authors: Borgeas (S), Caballero (S)

Principal Co-Author: Petrie-Norris (A)

Co-Authors: Aguiar-Curry (A), Allen (S), Archuleta (S), Bates (S), Bauer-Kahan (A), Becker (S), Bigelow (A), Bloom (A), Burke (A), Chau (A), Chen (A), Choi (A), Cortese (S), Cunningham (A), Brian Dahle (S), Megan Dahle (A), Daly (A), Davies (A), Eggman (S), Flora (A), Fong (A), Friedman (A), Gallagher (A), Eduardo Garcia (A), Gipson (A), Gonzalez (S), Grove (S), Hueso (S), Hurtado (S), Jones (S), Kamlager (A), Lackey (A), Limon (S), Maienschein (A), Mathis (A), Mayes (A), Melendez (S), Min (S), Nazarian (A), Nguyen (A), Nielsen (S), Ochoa Bogh (S), Patterson (A), Quirk-Silva (A), Ramos (A),

¹ [https://smallbusinessmajority.org/sites/default/files/research-reports/COVID-19-](https://smallbusinessmajority.org/sites/default/files/research-reports/COVID-19-California-small-business-poll.pdf)

[California-small-business-poll.pdf](https://smallbusinessmajority.org/sites/default/files/research-reports/COVID-19-California-small-business-poll.pdf)

² <https://ajed.assembly.ca.gov/sites/ajed.assembly.ca.gov/files/Small%20Business%20Handout.pdf>

³ <https://tracktherecovery.org/>

⁴ <https://www.yelp.economicaverage.com/business-closures-update-sep-2020>

⁵ <https://ajed.assembly.ca.gov/sites/ajed.assembly.ca.gov/files/Small%20Business%20Handout.pdf>

LEGISLATIVE SUPPORT

Rodriguez (A), Roth (S), Blanca Rubio (A), Susan Rubio (S), Salas (A), Seyarto (A), Smith (A), Stern (S), Umberg (S), Valladares (A), Villapudua (A), Voepel (A), Waldron (A), Wicks (A), Wiener (S), Wilk (S)

SUPPORT

Beaumont Chamber of Commerce
Big Bear Chamber of Commerce
Building Owners and Managers Association of California
California Builders Alliance
California Building Industry Association (CBIA)
California Business Properties Association
California Farm Bureau
California Manufacturers and Technology Association (CMTA)
California Restaurant Association (CalRestaurants)
Carlsbad Chamber of Commerce (CalChamber)
Chino Valley Chamber of Commerce
City of Clovis
Corona Chamber of Commerce
Costa Mesa Chamber of Commerce
County of Fresno
County of Humboldt
County of Kern
County of Lake
County of Madera
County of Mono
County of Monterey
County of Sacramento
County of San Benito
County of San Luis Obispo
County of Santa Barbara
County of Santa Cruz
County of Shasta
County of Stanislaus
County of Tuolumne
County of Yuba
El Dorado County Chamber of Commerce
El Dorado Hills Chamber of Commerce
Elk Grove Chamber of Commerce
Folsom Chamber of Commerce
Fontana Chamber of Commerce
Fremont Chamber of Commerce
Fresno Chamber of Commerce
Garden Grove Chamber of Commerce
Greater Coachella Valley Chamber of Commerce
Greater High Desert Chamber of Commerce
Greater Irvine Chamber of Commerce

Greater Ontario Business Council
Greater Riverside Chambers of Commerce
Greater San Fernando Valley Chamber of Commerce
Hemet/San Jacinto Chamber of Commerce
Highland Area Chamber of Commerce
Hollywood Chamber of Commerce
Huntington Beach Chamber of Commerce
Inland Empire Chamber of Commerce
International Council of Shopping Centers
Irvine Spectrum
Laguna Beach Chamber of Commerce
Long Beach Area Chamber of Commerce
Moreno Valley Chamber of Commerce
Murrieta/Wildomar Chamber of Commerce
NAIOP of California, the Commercial Real Estate Development Association
National Federation of Independent Businesses (NFIB)
Newport Beach Chamber of Commerce
North Orange County Chamber
North San Diego Business Chamber
Oceanside Chamber of Commerce
Orange County Business Council (OCBC)
Oxnard Chamber of Commerce
Perris Valley Chamber of Commerce
Pleasanton Chamber of Commerce
Rancho Cucamonga Chamber of Commerce
Rancho Cordova Chamber of Commerce
Redlands Chamber of Commerce
Redondo Beach Chamber of Commerce
Roseville Area Chamber of Commerce
Salinas United Business Association (SUBA)
Sacramento Metropolitan Chamber of Commerce
San Gabriel Valley Economic Partnership
San Rafael Chamber of Commerce
Santa Maria Valley Chamber of Commerce
Santa Rosa Metro Chamber
South Bay Association of Chambers of Commerce
South Orange County Economic Coalition
Southwest California Legislative Council
Temecula Chamber of Commerce
Torrance Area Chamber of Commerce
Town of Mammoth Lakes
Tulare Chamber of Commerce
Tulare County Supervisor Amy Shuklian
Tulare County Supervisor Dennis Townsend
Upland Chamber of Commerce
United Chamber Advocacy Network
Western Manufactured Housing Communities Association
Yuba-Sutter Chamber of Commerce

AMENDED IN SENATE FEBRUARY 2, 2021

SENATE BILL

No. 74

Introduced by Senators Borgeas and Caballero

(Coauthors: Senators Archuleta, Bates, Cortese, Dahle, Eggman, Gonzalez, Grove, Hueso, Hurtado, Jones, Melendez, Nielsen, Ochoa Bogh, Roth, Rubio, Umberg, Wiener, and Wilk)

(Principal coauthor: Assembly Member Petrie-Norris)

(Coauthors: Assembly Members Aguiar-Curry, Bauer-Kahan, Bigelow, Chen, Choi, Cunningham, Daly, Davies, Flora, Fong, Gallagher, Gipson, Eduardo Garcia, Lackey, Mathis, Mayes, Nguyen, Patterson, Petrie-Norris, Quirk-Silva, Ramos, Blanca Rubio, Seyarto, Smith, Valladares, Voepel, and Waldron Waldron, and Wicks)

December 10, 2020

An act to add Section 12098.8 to the Government Code, *and to add Sections 17131.14 and 24311 to the Revenue and Taxation Code*, relating to COVID-19, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 74, as amended, Borgeas. Keep California Working Act.

Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development for the purpose of advocating for the causes of small business and to provide small businesses with the information they need to survive in the marketplace.

This bill, the Keep California Working Act, would establish the Keep California Working Grant Program. The act would require the Small Business Advocate to administer the program and award grants, ~~of an unspecified amount,~~ *as specified*, to small businesses and nonprofit

~~organizations~~ entities that ~~have~~ meet specified criteria, including that the entity has experienced economic hardship resulting from the COVID-19 pandemic. The act would specify that grant money awarded pursuant to the program may be used only for specified purposes, including payroll costs, health care benefits, paid sick, medical, or family leave, and insurance premiums. The act would appropriate \$2.6 billion dollars to the Office of Small Business Advocate for those purposes.

The Personal Income Tax Law and the Corporation Tax Law, in conformity with federal income tax law, generally define “gross income” as income from whatever source derived, except as specifically excluded, and provide various exclusions from gross income.

This bill would exclude from gross income, for state income tax purposes, the amount of a grant awarded pursuant to the Keep California Working Grant Program.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. This act shall be known as the Keep California
- 2 Working Act.
- 3 SEC. 2. The Legislature finds and declares all of the following:
- 4 (a) COVID-19 has altered nearly every aspect of our lives and
- 5 brought a halt to much of California’s economy. Many small
- 6 businesses are struggling to survive, and recent data indicates that
- 7 close to one third of small businesses will not survive beyond
- 8 January of 2021 without additional funding. Nonprofits have also
- 9 been adversely impacted as their resources and finances have
- 10 declined while demand for their services has increased. California
- 11 has an obligation to support these businesses and nonprofits in
- 12 reducing their financial burdens as they are forced to alter their
- 13 operations in order to comply with state mandates.
- 14 (b) Prioritizing the health and safety of our community while
- 15 also supporting measures that responsibly and sustainably support
- 16 our economy is a responsibility we have as a legislative body. We
- 17 must acknowledge the truly remarkable and selfless ways

1 businesses and their employees have stepped up to serve our
2 communities during this crisis and advocate on their behalf.

3 (c) Now more than ever, California should provide relief to
4 small businesses and nonprofits, or we risk losing a fundamental
5 component of our communities.

6 SEC. 3. Section 12098.8 is added to the Government Code, to
7 read:

8 12098.8. (a) As used in this section:

9 (1) *“Low-to-moderate income community” means a census*
10 *tract, or equivalent geographic area defined by the Bureau of the*
11 *Census, in which at least 50 percent of households have an income*
12 *less than 60 percent of the area median gross income or that has*
13 *a poverty rate of at least 25 percent.*

14 (2) *“Nonprofit” means a nonprofit entity whose annual gross*
15 *revenue does not exceed five million dollars (\$5,000,000) and*
16 *meets any of the following criteria:*

17 (A) *The entity is qualified as tax exempt under Section 501(c)(3)*
18 *of the Internal Revenue Code.*

19 (B) *The entity is qualified as tax exempt under Section 501(c)(6)*
20 *of the Internal Revenue Code.*

21 (C) *The entity is qualified as tax exempt under Section*
22 *501(c)(19) of the Internal Revenue Code.*

23 (3) *“Program” means the Keep California Working Grant*
24 *Program.*

25 (4) *“Rural community” means a territory, population, or*
26 *housing unit located outside of an urban area or urban cluster,*
27 *as determined by the most recently updated data available from*
28 *the U.S. Census Bureau’s American Community Survey 5-year*
29 *estimates.*

30 ~~(1)~~

31 (5) *“Small business” means a ~~business~~ legal entity organized*
32 *for profit that meets ~~both~~ all of the following criteria:*

33 (A) *The ~~business~~ entity is independently owned and operated.*

34 (B) *The ~~business~~ entity has fewer than 100 employees.*

35 (C) *The entity’s annual gross revenue does not exceed five*
36 *million dollars (\$5,000,000).*

37 ~~(2) “Program” means the Keep California Working Grant~~
38 ~~Program.~~

39 (6) *“Underserved entity” means an entity that is a small*
40 *business or nonprofit that meets either of the following criteria:*

1 (A) *The majority of the officers of the entity are women, military*
2 *veterans, or members of any of the following racial or ethnic*
3 *groups, as identified by the applicant:*

- 4 (i) *African-American or Black.*
5 (ii) *Asian.*
6 (iii) *Native American or Alaska Native.*
7 (iv) *Native Hawaiian or Pacific Islander.*
8 (v) *LatinX or Hispanic.*

9 (B) *The entity is located in a low-to-moderate income community*
10 *or a rural community.*

11 (b) The Keep California Working Grant Program is hereby
12 established under the administration of the advocate for the purpose
13 of helping small businesses and nonprofit organizations continue
14 to operate during the COVID-19 pandemic.

15 (c) (1) The advocate shall award a grant, ~~in an amount not~~
16 ~~exceeding _____ dollars (\$_____), in an amount determined pursuant~~
17 ~~to paragraph (2), only to an applicant who meets both all of the~~
18 ~~following criteria:~~

19 (A) ~~The applicant is a small business or nonprofit organization.~~
20 ~~that has operated since December 1, 2019.~~

21 (B) The applicant has experienced economic hardship resulting
22 from the COVID-19 pandemic.

23 (C) *The applicant has been negatively impacted by COVID-19*
24 *and the health and safety restrictions, including business*
25 *interruptions or business closures, imposed as a result of the*
26 *COVID-19 pandemic.*

27 ~~(2) The advocate shall award grants on a first-come-first-served~~
28 ~~basis to applicants who meet the criteria described in paragraph~~
29 ~~(1).~~

30 (2) *The advocate shall determine the amount of a grant award*
31 *based on the following:*

32 (A) *If the small business or nonprofit has annual gross revenue*
33 *that does not exceed fifty thousand dollars (\$50,000), the award*
34 *shall be five thousand dollars (\$5,000).*

35 (B) *If the small business or nonprofit has annual gross revenue*
36 *that does not exceed one hundred thousand dollars (\$100,000),*
37 *the award shall be ten thousand dollars (\$10,000).*

38 (C) *If the small business or nonprofit has annual gross revenue*
39 *that does not exceed two hundred fifty thousand dollars (\$250,000),*
40 *the award shall be fifteen thousand dollars (\$15,000).*

1 (D) If the small business or nonprofit has annual gross revenue
2 that does not exceed five hundred thousand dollars (\$500,000),
3 the award shall be twenty thousand dollars (\$20,000).

4 (E) If the small business or nonprofit has annual gross revenue
5 that does not exceed one million dollars (\$1,000,000), the award
6 shall be thirty thousand dollars (\$30,000).

7 (F) If the small business or nonprofit has annual gross revenue
8 that does not exceed two million five hundred thousand dollars
9 (\$2,500,000), the award shall be fifty thousand dollars (\$50,000).

10 (G) If the small business or nonprofit has annual gross revenue
11 that does not exceed five million dollars (\$5,000,000), the award
12 shall be sixty thousand dollars (\$60,000).

13 (d) Grant money awarded pursuant to this section may be used
14 only for any of the following purposes:

15 (1) Payroll costs, health care benefits, paid sick, medical, or
16 family leave, and insurance premiums.

17 (2) Working capital.

18 (3) Rent payments.

19 (4) Utilities.

20 (5) Payments, other than prepayments, on mortgage principal
21 and interest.

22 (6) Payments on nonmortgage debt.

23 (7) Costs reasonably associated with reopening business
24 operations after being fully or partially closed due to
25 state-mandated COVID-19 health and safety restrictions and
26 business closures.

27 (8) Costs reasonably associated with complying with COVID-19
28 federal, state, or local guidelines for reopening and required safety
29 protocols, including, but not limited to, plexiglass barriers, outdoor
30 dining, personal protective equipment, virus testing, and employee
31 training expenses.

32 (e) The advocate shall, in awarding grants pursuant to this
33 section, give priority to all of the following:

34 (A) Qualified applicants that are located in areas most impacted
35 by the effects of COVID-19 as evidenced by COVID-19 health and
36 safety restrictions following California's Blueprint for a Safer
37 Economy, local county status, and regional stay-at-home orders.

38 (B) Qualified applicants that are impacted the most financially
39 as measured by decline in an applicant's gross annual revenues.

1 (C) *Qualified applicants in retail, food and hospitality, health*
2 *and wellness, and personal care, including, but not limited to,*
3 *beauty and nail salons, spas, and barbershops.*

4 (D) *Qualified applicants that are underserved entities.*

5 ~~(d)~~

6 (f) The advocate shall adopt, as necessary, application
7 procedures, forms, administrative guidelines, and other
8 requirements for purposes of implementing and administering the
9 program. All application procedures, forms, administrative
10 guidelines, and other requirements developed by the advocate
11 pursuant to this subdivision shall be exempt from the rulemaking
12 provisions of the Administrative Procedure Act (Chapter 3.5
13 commencing with Section 11340) of Part 1 of Division 3 of Title
14 2 of the Government Code).

15 ~~(e)~~

16 (g) The sum of two billion six hundred million dollars
17 (\$2,600,000,000) is hereby appropriated from the General Fund
18 to the Office of Small Business Advocate for the purpose of
19 administering the program.

20 *SEC. 4. Section 17131.14 is added to the Revenue and Taxation*
21 *Code, to read:*

22 *17131.14. Gross income does not include the amount of a grant*
23 *awarded pursuant to the Keep California Working Grant Program,*
24 *established by Section 12098.8 of the Government Code.*

25 *SEC. 5. Section 24311 is added to the Revenue and Taxation*
26 *Code, to read:*

27 *24311. Gross income does not include the amount of a grant*
28 *awarded pursuant to the Keep California Working Grant Program,*
29 *established by Section 12098.8 of the Government Code.*

30 *SEC. 6. It is the intent of the Legislature to comply with Section*
31 *41 of the Revenue and Taxation Code with respect to the tax*
32 *expenditures created by Sections 4 and 5 of this act.*

33 ~~SEC. 4.~~

34 *SEC. 7. This act is an urgency statute necessary for the*
35 *immediate preservation of the public peace, health, or safety within*
36 *the meaning of Article IV of the California Constitution and shall*
37 *go into immediate effect. The facts constituting the necessity are:*

38 *The COVID-19 pandemic, proclaimed a State of Emergency by*
39 *Governor Gavin Newsom on March 4, 2020, has devastated*
40 *California's small business and nonprofit communities. Many have*

- 1 permanently closed, and without additional relief, more will follow.
- 2 In order to provide timely essential relief to our struggling small
- 3 businesses and nonprofits, it is necessary that this act take effect
- 4 immediately.

O



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Staff

SUBJECT: Letters Supporting Direct COVID-19 Funding Relief

RECOMMENDED ACTION:

22A. **(ADDENDUM) Board of Supervisors** - Request Board approve letters supporting provisions in the Fiscal Year 2021 budget reconciliation bill that provide direct financial support to state and local agencies.

SUMMARY/JUSTIFICATION:

The Fiscal Year 2021 budget reconciliation bill includes \$350 billion in fiscal aid to states, local governments, tribes, and territories to help with ongoing COVID-19 response. The bill will dedicate \$65.1 billion of this funding to counties of all sizes to use the funds in a flexible manner, including to replace lost revenues and to address the ongoing negative economic consequences of COVID-19. Inyo County will receive an estimated \$4 million. Letters supporting the direct assistance to Inyo County have been drafted by The Ferguson Group, Inyo County's federal legislative advocacy contractor, and it is recommended these letters be approved and sent to Congressman Jay Obernolte and Senators Dianne Feinstein and Alex Padilla.

Votes on the bill are expected in the House this week, followed by Senate consideration the first part of March.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to send the letters but this is not recommended.

OTHER AGENCY INVOLVEMENT:

The Ferguson Group

FINANCING:

N/A

ATTACHMENTS:

1. Inyo County - COVID Relief Support Letter - 2-23-21 PADILLA
2. Inyo County - COVID Relief Support Letter - 2-23-21 FEINSTEIN
3. Inyo County - COVID Relief Support Letter - 2-23-21 OBERNOLTE

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 2/19/2021
Final Approval - 2/19/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
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MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

February 23, 2021

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

Re: Budget Reconciliation Legislation – Support for Coronavirus Local Fiscal Recovery Fund

Dear Senate Feinstein:

On behalf of Inyo County, California, I write to convey our support of provisions in the Fiscal Year 2021 budget reconciliation bill that provide direct financial support to state and local agencies. The time for Congress to provide COVID relief, especially to county governments like Inyo County, who are on the frontlines of this public health and economic crisis, is right now.

Even as long-awaited vaccines are finally coming to market, thousands of new COVID-19 cases are reported daily and the state is approaching 50,000 total fatalities. As the frontline providers of local public health services – including contact tracing and disease investigation, testing, and large-scale vaccination efforts – counties are facing a daunting task in the months ahead as we work to mitigate and ultimately end the COVID-19 crisis. Inyo County has recorded at least 1,240 confirmed cases of coronavirus since the pandemic began, including, sadly, 34 deaths. Numbers of confirmed cases continue to rise while health care providers and Inyo County Public Health currently work to distribute the vaccines to front-line workers and others at high-risk.

The County greatly appreciates the funding we received through previous relief packages, however we will need additional financial assistance to continue combating the virus throughout 2021 and help our communities and local economy recover from the toll of the financial impact of the crisis. Unfortunately, our communities continue to struggle and the lost revenue the County has experienced to-date because of the pandemic continues to grow. In addition to meeting unprecedented demands in the area of public health, California's counties are also responding to an increased need for other essential safety net services that Californians depend upon, including those that are geared to our state's most vulnerable populations.

As you are aware, the pending budget reconciliation legislation includes \$350 billion in fiscal aid to states, local governments, tribes, and territories to help with ongoing COVID-19 response. We are extremely pleased that the bill would dedicate \$65.1 billion of this funding to counties of *all sizes* and that jurisdictions could use funds in a flexible manner, including to replace lost revenues and to address the ongoing negative economic consequences of COVID-19. **Inyo County is estimated to receive \$4 million in funding** that is critically needed to effectively respond to the public health crisis, preserve the local safety net, and meet the increased demand for the county-administered services that hold local communities together. We particularly support the fact the funding will be distributed directly to the County, and not through the State, which provides us with immediate access to the funds when we need them the most.

Finally, we also support provisions in the House package that provide public employers access to tax credits established to offset new emergency paid sick and family leave requirements related to the pandemic. These

tax credits are currently only accessible to private employers, not public employers, although ALL employers are required to provide the emergency benefits.

Empowering local governments to respond to the pandemic is crucial to the health and safety of the nation as well as the economic revival of our communities. For these reasons, Inyo County strongly supports the Coronavirus Local Fiscal Recovery Fund. Should you need any additional information, please feel free to contact Inyo County Assistant Administrative Officer Leslie Chapman at (760) 878-0460 or via email at lchapman@inyocounty.net.

Thank you for your continued efforts to ensure our community, and the nation, recover from the coronavirus pandemic swiftly.

Sincerely,

Jeff Griffiths,
Chairperson,
Inyo County Board of Supervisors



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

February 23, 2021

The Honorable Alex Padilla
United States Senate
Russell Senate Office Building – Suite B03
Washington, DC 20510

Re: Budget Reconciliation Legislation – Support for Coronavirus Local Fiscal Recovery Fund

Dear Senator Padilla:

On behalf of Inyo County, California, I write to convey our support of provisions in the Fiscal Year 2021 budget reconciliation bill that provide direct financial support to state and local agencies. The time for Congress to provide COVID relief, especially to county governments like Inyo County, who are on the frontlines of this public health and economic crisis, is right now.

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Chairperson,
Inyo County Board of Supervisors



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

February 23, 2021

The Honorable Jay Obernolte
Member of Congress
1029 Longworth House Office Building
Washington, DC 20515

Re: Budget Reconciliation Legislation – Support for Coronavirus Local Fiscal Recovery Fund

Dear Congressman Obernolte:

On behalf of Inyo County, California, I write to convey our support of provisions in the Fiscal Year 2021 budget reconciliation bill that provide direct financial support to state and local agencies. The time for Congress to provide COVID relief, especially to county governments like Inyo County, who are on the frontlines of this public health and economic crisis, is right now.

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Sincerely,

Jeff Griffiths,
Chairperson,
Inyo County Board of Supervisors



County of Inyo



Community Organization/Outside Agency

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: February 23, 2021

FROM: Eastern Sierra Transit Authority

SUBJECT: ESTA Fiscal Year 2019-2020 Report

RECOMMENDED ACTION:

Request Board receive the annual Eastern Sierra Transit Authority report for Fiscal Year 2019-2020.

SUMMARY/JUSTIFICATION:

Phil Moores, executive director of Eastern Sierra Transit Authority, has requested the opportunity to present the Board with ESTA's annual report for Fiscal Year 2019-2020. The Joint Powers Authority agreement governing ESTA requires the submission of an annual report after the close of the fiscal year. With the fiscal audit in the final steps of completion, the financials of FY19-20 are fixed and ready for reporting. The annual report includes information on ridership, costs, revenue, and expenses.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Decline to hear the report, which is not recommended.

OTHER AGENCY INVOLVEMENT:

ESTA

FINANCING:

N/A

ATTACHMENTS:

1. ESTA A-5 Annual Report

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 2/17/2021
Final Approval - 2/17/2021

STAFF REPORT

Subject: ESTA Annual Report FY19-20

Initiated by: Phil Moores, Executive Director

BACKGROUND:

The Joint Powers Authority agreement requires the submission of an annual report after the close of the fiscal year. With the fiscal audit in the final steps of completion, the financials of FY19-20 are fixed and ready for reporting. The annual report includes information on ridership, costs, revenue, and expenses.

ANALYSIS/DISCUSSION:

ESTA has several exciting projects underway that started way back in FY19-20 and is hopeful for more. The Bishop Operations Facility architectural and engineering planning will begin shortly. We are striving for a ground breaking on the new building next fiscal year. Staff is looking forward to new and more spacious offices. The Short-Range Transit and Coordinated Human Services Plan RFP is being prepared for issue. This plan guides ESTA's direction for the next five years. Also, we are applying for a Caltrans grant to fund a transition to zero-emission vehicles and are hopeful for success.

While the Covid-19 pandemic is taking a bite out of our revenue, FY19-20 ended with a budget surplus and ESTA reserves remain strong in 2021, and the fiscal audit ended without significant findings.

The difficult decision to cancel the Reds Meadow Shuttle in the summer of 2020 must be revisited in the Spring of 2021. It is still unclear how social distancing rules will affect the summer's service. You may recall, that severely limited loads on the buses made the business model untenable.

The Unmet Needs process in FY19-20 resulted in the extension of Bridgeport to Gardnerville route. The route now goes to Carson City upon request.

Training in late FY19-20 was interrupted by Covid-19 and continues to be a challenge. Virtual training sessions are scheduled and our plan is to record the sessions for viewing by absent drivers.

Administrative staff performance evaluations will be designed and implemented for the coming fiscal year, and a written succession plan is still forthcoming too.

A customer survey provided the following data:

Category	Poor	Average	Good	Excellent	No Answer	Average
Drivers Courtesy & Competency	0	0	12	89	1	3.88
Phone Courtesy & Competency	1	0	15	80	6	3.81
Reliability & On- Time	0	4	19	79	0	3.74
Cost To Ride	1	6	22	71	2	3.63
Service Coverage	0	4	19	79	0	3.74
Schedules	1	8	32	61	0	3.50
Safety	0	0	14	88	0	3.86
					overall	3.74

The overall score of 3.74 out of 4.00 is reflective of the hard work and attitude of the ESTA employees. Here is a sample of the comments from the surveys:

- Great Job!
- You guys do an outstanding job...Bus driver Mike is a model for high standards of professionalism as a driver and person
- The drivers need to wait till the elderly passengers are seated and their bags are secure before they start to drive off. The buses go to fast by the covered stops so they miss the people if they are seated.
- Bus drivers are extremely courteous & very alert to traffic & people waiting. The bus has never missed me. Even when visibility is poor from (snow etc)
- We love the bus and the bus people. Y'all are the best
- You guys are the best. I like this bus
- Give ESTA staff free coffee & donuts
- Great Service!!
- I have a car. Riding ESTA is such a positive & safe alternative. I don't drive very much. It is like a carpool to take ESTA to work & home again. The ESTA to/fm Bishop is a life saver
- Born & Raised in South Cal. Moved up here 2 1/2 yrs ago. Have a car but our service is good & it's very good. Thanks
- (name of driver) needs to retire. He keeps flying past stops.
- The Drivers are awesome! Down to earth, real, friendly & personable
- Thank you for being available
- I love ESTA. I take buses every day in Mammoth, and I take the Mammoth Express two times a week.
- (comment only- no survey scored) I never heard back on confirmation of my reservation request, so I never made the trip. I know there are not normal times, with Covid and the fires but I would strongly recommend that when circumstances allow, ESTA needs to look not an update of its reservation system. Your actual service has been great, but communication is a little clunky
- The reservation system is broken. I submitted a request after hours on a Friday, expecting a return email on Monday. I called on Wednesday and got the last available seat. Never heard anything as a response to my original email. I got lucky. The folks make the reservation and processing the payment on the phone were apologetic and nice. I think you should invest in automating reservation system so that real time

reservations/payments can be made online. I understand ESTA may be a relatively small operation but that's become an expectation from the traveling public. Other than that everything was fine.

- The only "issue" I had was the driver barely used his mask. Nor did he enforce it with other riders. I know it's a tough time right now but I found it discouraging and dangerous to not be enforcing this especially on a bus that could promote community spread. Other than that I LOVE ESTA. you guys rule.
- I believe it would be easier to make reservations and pay tickets online instead of waiting for a callback. Then make the payment after you called.
- Local people should have a discount on the different travel sections, especially those with long traffic.
- The driver was wonderful and so nice!
- Possibly letting us know when stops will be longer for bathroom etc. Took it SOBO and BOBO. Reno to LP and then Independence to Reno. Long trip. Nice to know the next stop will be for 10mins and to take a bathroom break then.
- This was my first time using ESTA, and you guys got me to/From Reno for my JMT hike, saving me lots of time and expense. Drivers were very courteous, and the buses were clean! My only wish is that there was a way to charge electronics while en route. Thanks for a great experience!
- I only use the 395 bus. I live in LA and use it with metrolink to get to the eastern sierras with a bicycle. It's a long ride, but comfortable, and reasonable. Syncs up well with metroline.
- I have only used the Lone Pine to Reno shuttle when I come off trail, but that has worked well for me.
- I appreciate the service you provide. Operating public transit in a rural area is a tough job. We use the transit to return home after a backpacking trip. It save our group from having to drive an additional 5 hours to shuttle our vehicle. The buses were comfortable and on time. Thanks again for your serve.
- Great trip. I can't wait to do it again.
- Was super happy to be able to change my reservations to a day earlier as I completed the JMT early. Having a save, reliable transport at the end of an incredible hike was fantastic...thank you!
- Excellent service
- Keep driver Mike! He is top quality.
- The service was excellent. I used it for my son coming off the Whitney. However, I ordered and paid for a ticket on Tuesday evening for Wednesday morning ride. The driver did not have his name on the manifesto so my son paid again. We were happy the driver let him on though.
- Was surprised that a cutaway picked us up and not a full-size over the road coach like YARTS uses. Was glad that one stop had a restroom. First operator was friendly. The second was a little gruff but a safe Operator. Really appreciated the service. Thank you.

- We traveled from Reno to Lone Pine 6 hrs. We had to ask our driver to stop to use a restroom. I would think that rest stops/restroom stops would be part of the route. But overall the bus ride was good.
- The driver asked if I was connecting to YARTS and let me off right across the street from their pickup to save me a walk. Greatly appreciate it!
- I love your guys! Drivers are amazing, response time is prompt for
- emails. Wish I lived in the Sierra so I could ride you guys more.
- Thank you very much Carla for picking me up every day my son and me we really appreciate Carla and the Eastern Sierra Transit. Thank youuuu
- Carla & others are great- too bad no weekends or more hours after 3:00- we need this bus!
- Weekends
- I've utilized the Inyo Mono Transit for 15 years & I'm always extremely pleased not only with the service but the fact it exists. Carl is the absolute best! Thank you for your service if you guys could add Saturday that would be best!
- For me you're the best
- We need night rider more days a week and longer hours
- Without your services I would be unable to function. Thank God for your services! It would be unreasonable for you to run on my schedule wouldn't it? I think your schedules serve most of us very well!!

- More Availability
- Cost is too high. Bus only gives seniors discounts. On time isn't so good at times- been late a lot to work. Need to post in the bus when there not running on Holidays. I missed work not knowing bus isn't running
- Without this service my wife and I and others would be limited. We could go anywhere
- DAR, Drivers and Dispatch are the best! My mother and I love the service, drivers and all who help to make Bishop run efficiently, and effectively. Take Care! CeCe & April
- I am handicapped in a wheelchair and very reliant on ESTA for Transportation your drivers and staff me for the last 17 years. I am grateful for the service to keep me independent and the night rider on Rfi, Sat is great. I wish we had a bus from 6-10 pm every night so some of us can go out at night. Please consider. A night rider every day of the week. Thank you very much
- It would be more convenient to have later service times on week days and Sundays

The ESTA fleet size is not optimal in that we have too many older buses as spares. Once we receive the new cutaways, the older buses will be retired. This will optimize our fleet size and reduce maintenance costs.

ESTA's IT is satisfactory, but would benefit from some new technology. The upcoming Short-Range Transit Plan will evaluate our systems and make

some recommendations for upgrades. Mobile ticketing and payroll software are among the top priorities.

The following tables summarize the performance and state of ESTA at the end of FY19-20, June 30, 2020.

System Stats				
Fiscal Year	18	19	20	Var
Ridership	1,076,085	1,123,614	880,531	-21.63%
Service Hours	58,287	58,340	52,466	-10.07%
Revenue Miles	961,034	944,357	863,766	-8.53%
Fare Revenue ¹	1,899,354	2,011,500	1,808,606	-10.09%
Subsidy Revenue ²	3,062,731	3,060,994	3,488,148	13.95%
Operating Expenses	4,623,575	4,454,065	4,433,259	-0.47%
Preventable Accidents	15	22	13	-40.91%
Maintenance Expense ³	550,469	566,724	609,460	7.54%
KPI's				
Fiscal Year	18	19	20	Var
Farebox Recovery	41.08%	45.16%	40.80%	9.93%
Subsidy per Passenger	\$2.85	\$2.72	\$3.96	-4.28%
Maintenance Cost per Mile	\$0.57	\$0.60	\$0.71	4.77%
Passengers per Hour	18.5	19.3	16.8	4.32%
Accidents per 100,000 Miles	1.56	2.33	1.51	49.26%
Cost per Hour	\$79.32	\$76.35	\$84.50	-3.75%

Reduced service hours and ridership absorbed the still required expenses and resulted in increases in cost per hour and subsidy per passenger. The Maintenance cost increase is the most notable item. The cost went up dramatically despite the reduced service hours and miles. This highlights the importance of replacing the aging fleet with new vehicles. Our fleet of cutaway buses is receiving an infusion of new vehicles, but the heavy-duty buses and trolleys in Mammoth are in serious need of replacement.

Revenues remained strong from funding sources, fuel and oil expenses were reduced, and the overall expenses were reduced due to cancelled services in the spring.

Revenues				
Fiscal Year	18	19	20	Var
Passenger Fares	905,063	985,620	916,764	-7.0%
Local & State Funds	1,702,091	1,824,239	1,988,979	9.0%
Federal Funds	483,684	404,990	517,195	27.7%
Contract Services	1,854,362	1,838,603	1,767,535	-3.9%
Other	61,139	124,453	108,791	-12.6%
total	5,006,339	5,177,905	5,299,264	2.3%
Operating Expenses				
Fiscal Year	18	19	20	Var
Salaries & Benefits	2,278,406	2,412,360	2,383,312	-1.2%
Insurance	601,979	534,066	539,694	1.1%
Fuel & Oil	454,960	475,648	409,337	-13.9%
Maintenance	550,470	566,725	609,460	7.5%
Other	737,760	1,189,106	491,455	-58.7%
Capital Replacement	175,030	170,520	158,990	-6.8%
total	4,623,575	5,177,905	4,433,258	-14.4%



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: February 23, 2021

FROM: Aaron Steinwand

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting - March 1, 2021

RECOMMENDED ACTION:

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 1, 2021.

SUMMARY/JUSTIFICATION:

Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The Standing Committee agenda has not been finalized as of the drafting of this Agenda Request. It is expected that the Standing Committee agenda will include reports on runoff and operations and progress reports on revisions to the McNally Ponds and Blackrock Waterfowl Management Area mitigation projects. Los Angeles Department of Water Resources Team will provide a presentation on the Draft Urban Water Management Plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

ATTACHMENTS:

1. Item #0 - Standing Committee Meeting Agenda - Mar 1 2021 draft

APPROVALS:

Laura Piper
Aaron Steinwand

Created/Initiated - 2/11/2021
Approved - 2/11/2021

Darcy Ellis
Marshall Rudolph
Amy Shepherd
Aaron Steinwand

Approved - 2/11/2021
Approved - 2/18/2021
Approved - 2/18/2021
Final Approval - 2/18/2021

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

10:00 a.m.
March 1, 2021

Zoom Webinar

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Inyo Board of Supervisors Chambers and Los Angeles Department of Water and Power offices are closed to the public. The Standing Committee will conduct this meeting exclusively online. Standing Committee Members and Staff will participate via videoconference, which is accessible to the public at:

<https://us02web.zoom.us/j/82711423707?pwd=NVJBV01CSkVscFBlcURkM0ZZSk6Zz09>

Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the **“Raise hand” feature** when appropriate in the Zoom meeting. The meeting Chair will call on those who wish to speak. Individuals that phone into the Zoom meeting wishing to make a public comment may do so by pressing *9 to **“Raise Hand”**. Written public comment, limited to **250 words or less**, may be emailed to lpiper@inyocounty.us. Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon.

1. **Action Item:** Approval of documentation of actions from the October 15, 2020 meeting.
2. Runoff and Operations update.
3. Update on the Blackrock Waterfowl Management Area project.
4. Progress Report evaluation of McNally Ponds and Pasture Project.
5. Presentation on LADWP's Draft Urban Water Management Plan.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

SUBJECT: Metabolic Studios Grant to augment the Inyo County Community Resiliency Grant.

RECOMMENDED ACTION:

Request Board: A) approve grant support provided by Metabolic Studio in the amount of \$100,000 to match County funds appropriated for the Community Resiliency Grant for Non-profit Agencies and authorize Assistant CAO Leslie Chapman to sign the contract; and B) extend the Community Resiliency Grant application period until March 9, 2021 to allow applicants to compete for additional funds. *(All other requirements of the grant will remain the same.)*

SUMMARY/JUSTIFICATION:

The Metabolic Studio wishes to provide support for the Community Resiliency Grant in the amount of \$100,000, which is a 100% match of the funds provided by the Board of Supervisors. Staff recommends accepting the contribution and re-opening the application window for two weeks to offer agencies that couldn't submit a complete application in the timeframe provided, an opportunity to access grant funds for COVID relief.

Following the Community Resiliency Grant Information Webinar on January 13, 2021, the County received a call from Metabolic Studio because its mission aligns with this grant program. They informed us that they were interested in matching the grant funds that the Board of Supervisors had appropriated for this program, and invited us to submit a grant application. Our application was successful and, with your Board's approval, we will be awarded \$100,000 to financially assist our non-profit organizations whose programs have suffered due to the impacts of COVID-19.

The application period for the Community Resiliency Grant closed on January 29th at 5:00 p.m. We received some outstanding applications, and are looking forward to awarding those grant funds on the original timeline. Notification of grant awards will take place during the week of Feb. 22nd (this week), and funds will be distributed by March 15, 2021. It is anticipated that with this new funding, the County will have the opportunity to award a few more grants; therefore, we recommend opening up the grant period for an additional two weeks: until March 9, 2021 at 5:00 p.m. The grant selection committee anticipates that it will be able to review new applications and make any additional grant awards on the original timeline. All applicants that met the original deadline and submitted complete and viable applications will be given priority.

This is an amazing opportunity and the County is incredibly grateful to Metabolic Studios for its partnership in this program designed to distribute funds to non-profit agencies that play an important role in supporting the local economy, improving the quality of life in Inyo County and addressing unmet needs of those in the community

most severely impacted by COVID-19.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Inyo County Community Resiliency Grant program was approved by the Board of Supervisors on December 15, 2020 with the purpose of providing financial relief for non-profit agencies that have experienced financial hardships due to loss of revenue, or increased demand for services during the pandemic. The County Board of Supervisors appropriated \$100,000 from the General Fund, and approved individual grants up to \$10,000 for this program. The application period closed on January 29, 2021 and the selection committee has screened the applications for completeness, reviewed for content, and is prepared to make funding recommendations depending on the amount of funding that will ultimately be available.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Decline funds and proceed with grant program as originally planned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Metabolic Studios

FINANCING:

The Community Resiliency Grant program is budgeted in COVID-10 budget.

ATTACHMENTS:

1. Metabolic Studio Grant Agreement
2. Community Resiliency Grant Guidelines
3. Community Resiliency Grant Timeline

APPROVALS:

Leslie Chapman	Created/Initiated - 2/17/2021
Darcy Ellis	Approved - 2/17/2021
Leslie Chapman	Approved - 2/17/2021
Marshall Rudolph	Approved - 2/17/2021
Amy Shepherd	Final Approval - 2/17/2021

Ms. Leslie Chapman
Assistant County Administrative Officer
County of Inyo
163 May Street
Bishop, CA 93514

Dear Ms. Chapman:

At the request of the Metabolic Studio and the Annenberg Foundation ("Annenberg"), I am delighted to confirm a restricted grant for \$100,000.00 ("Grant") from Annenberg to the County of Inyo (sometimes referred to herein as "Grantee") in support of the Community Resiliency Grant Program ("Project").

1. GRANT PURPOSE.

Grant funds will be used to support the Community Resiliency Grant Program to distribute funds to non-profit entities that play an important role in supporting the local economy, improving the quality of life in Inyo County, and addressing unmet needs of those in the community most severely impacted by COVID-19. Inyo County recognizes that these entities continue to provide valuable public services in spite of significant reductions in revenue due to the pandemic. The Community Resiliency Grant Program will support economic and community resiliency in order to offset COVID-19 related economic hardships and disruptions to local nonprofit organizations. Grants, up to \$10,000 each, will be awarded to qualified nonprofit entities that were financially impacted by COVID-19 and priority will be given to those that are focused on addressing the needs of our disenfranchised or disadvantaged citizens, thereby improving the quality of life in Inyo County. Organizations will be required to submit a narrative statement describing the agency's mission/charitable purpose along with a statement about the significant community benefit provided before and during the pandemic. Additional documents required include comparative financial statements showing the impacts of COVID-19 along with proof of nonprofit status (these activities are, collectively, the "Grant Purpose").

A. Recognition.

Any public recognition for this grant must be submitted **two weeks** prior to your planned announcement via email to staff at both Metabolic Studio and the Foundation in order to receive the approved recognition language and our logo.

2. GRANT PERIOD.

The Grant Period will begin upon receipt by Annenberg of a fully executed Grant Agreement and will extend until **May 31, 2021** (the "Grant Period"), at which time all Grant funds, including any income derived therefrom, should be fully expended or returned to Annenberg as set forth herein.

BOARD OF
DIRECTORS

Wallis Annenberg
*Chairman of the Board,
President & CEO*

VICE PRESIDENTS
& DIRECTORS

Lauren Bon

Gregory Annenberg
Weingarten

Charles Annenberg
Weingarten

LOS ANGELES, CA
CONSHOHOCKEN, PA
WASHINGTON, DC

3. PAYMENT SCHEDULE.

Subject to the conditions set forth herein, and provided all conditions of this Grant Agreement are met and there is no event of default by Grantee, payment distributions against this Grant will be made upon receipt by Annenberg of a fully executed Grant Agreement and according to the following schedule:

February 2021 \$100,000.00

Please note that future payments, if any, are contingent upon and Grantee agrees that in exchange for the receipt of funds under this Grant Agreement, Grantee shall provide all of the reports detailed below, subject to Annenberg's receipt and approval of all such reports, and Grantee shall comply fully with the terms and conditions of this Grant Agreement and the successful implementation by Grantee of the deliverables set forth in the Grant Purpose, as determined by Annenberg in its sole and absolute discretion. In the event Annenberg determines that the terms and conditions of this Grant Agreement or the expected deliverables described in the Grant Purpose have not been timely met, in whole or in part, Annenberg shall have no further obligation to make additional contributions to Grantee and Annenberg may seek return of any unused funds.

If, at any time during the Grant Period, the Grantee's Board of Supervisors intends to terminate or modify the Project, or take action that is inconsistent with the deliverables set forth in the Grant Purpose, County of Inyo will immediately notify Annenberg, and Annenberg shall determine at its sole discretion whether to cancel this Grant. In such event the remaining Grant funds designated for the Project shall be returned to Annenberg within ten (10) days and no further Grant amounts shall be due or owing.

4. REPORTING DATES AND REPORT TYPES/COMMUNICATIONS.

Kindly submit the following reports to Annenberg by **July 31, 2021**: (1) a final narrative report describing the activities of the Project during the Grant Period, (2) a complete financial report detailing the use of Grant funds during the Grant Period, and (3) to the extent they exist, action photos of your project or programs (e.g. before and after photos or photos of your work and its impact on persons, places, animals, and things). Photos may be used on Annenberg or Metabolic Studio, LLC. social media feeds to spread the word about the good work our grantees are doing in communities around the globe.

Annenberg requests that reports be submitted electronically through the online portal used to submit your Grant application. Annenberg reserves the right to suspend or alter the payment schedule if Grantee fails to submit any report or if any report is inaccurate.

In any subsequent correspondence with Annenberg regarding this Grant, please refer to our commitment number 21-030.

Please direct questions for the Metabolic Studio to:

Mr. John Yi, Director of Strategic Initiatives & Finance Operations
jyi@metabolicstudio.org

Please direct questions regarding report due dates and any report delays to:

Ms. Rebecca Zamora, Grants Associate
rzamora@annenberg.org

Please direct all other questions to:

Ms. Katrina Ashley, Senior Grants Manager
kashley@annenberg.org

5. GRANTEE REPRESENTATIONS.

Grantee represents and warrants, for the benefit of Annenberg, that:

- A. All information and documents submitted by Grantee to Annenberg, including, without limitation, in the Grant application, such as description of Grantee's corporation structure and identities of Grantee's governing body and key personnel, is complete and accurate.
- B. Grantee is organized and operated exclusively for charitable purposes within the meaning of **Section 170(c) Org (Public Schl/Govern Unit)** of the Internal Revenue Code of 1986, as amended (the "Code"), which includes the Grant Purpose.
- C. Grantee: (i) is a tax-exempt entity described in Section 501(c)(3) of the Code; (ii) qualifies, including having received recognition from the Internal Revenue Service, as a tax-exempt publicly supported entity described in **Section 170(c) Org (Public Schl/Govern Unit)** of the Code (its "Public Charity Status"); and (iii) to the best of Grantee's knowledge, such Public Charity Status is not challenged or questioned by any agency, entity, or individual.
- D. Grantee is compliant with all applicable provisions of U.S. law and U.S. Executive Orders related to anti-terrorism, and Grantee has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that, currently or historically, commits, attempts to commit, advocates, facilitates, or participates in terrorist acts.
- E. Grantee has full right, power, and authority to enter into this Grant Agreement and to perform its obligations hereunder and is in full compliance with all applicable laws, regulations, and contracts relating to this Grant Agreement, its activities, and the Project.

6. CHARITABLE PURPOSES.

County of Inyo agrees that it shall:

- A. Use funds exclusively for the purposes stated in this Grant Agreement and the Grant Purpose. Any income derived from the temporary investment of Grant funds shall be used for the Grant Purpose and for no other purpose. Grantee agrees to notify Annenberg immediately of any change in Grantee's ability to expend the Grant funds for the Grant Purpose or any expenditure of any Grant funds for any purpose other than the Grant Purpose;
- B. Maintain a systematic record on a fund-accounting basis of the disbursement of funds and expenditures incurred under the terms of the Grant and make substantiating documents available to Annenberg upon request;
- C. Without limiting Grantee's obligations pursuant to Paragraph A above, not use any of the Grant:
 - 1. To intervene in any election; to support or oppose any political party or candidate for public office; or to engage in any lobbying or voter registration;
 - 2. To make any grant to any individual;
 - 3. To undertake any activity for any purpose other than one that is exclusively for charitable, scientific, literary, or educational purposes as defined in Section 170(c)(2)(B) of the Code; or
 - 4. For capital expenditures with useful lives exceeding one year (i.e., that will be depreciated over a period exceeding one year), such as the purchase of vehicles or the construction of assets, unless otherwise described under the terms of this Grant Agreement.

7. PRESS/ANNOUNCEMENTS.

Please note for your planning purposes, any public announcement of the Grant, either in writing, or using the Metabolic Studio logo, must be submitted to the staff at both the Metabolic Studio and the Annenberg contacts listed in this Grant Agreement, at least **two weeks** prior to the anticipated announcement.

Use of Logo. Although the Metabolic Studio is a direct charitable activity of the Annenberg, neither the Annenberg, nor the Metabolic Studio logo may be used without permission from the grants management office. Upon request, the Annenberg will provide a digital file of the Metabolic Studio logo, and on a case-by-case basis, Lauren Bon will review requests to use the Annenberg name and logo.

8. CHANGE IN ORGANIZATION OR PUBLIC CHARITY STATUS.

County of Inyo shall immediately notify Annenberg of any change or proposed change in the membership of its senior management or in the leadership that directly impacts the implementation of this Grant. Any such changes, as determined in the sole discretion of Annenberg, shall give Annenberg the right to terminate any future payments under this Grant and shall obligate Grantee to return to Annenberg any portion of the Grant not yet expended by Grantee within ten (10) days after written request is made by Annenberg.

Grantee shall immediately notify Annenberg of any change or proposed change in its Tax

Exempt Status. In the event of any such change, Annenberg, at its option and sole discretion, may terminate the Grant and shall have no further obligations to Grantee thereafter.

9. NO CREDITOR RIGHTS.

Without limiting the generality of County of Inyo's obligations under this Agreement, no third party nor any of County of Inyo's creditors or any trustee shall have any right or claim in this Grant or the proceeds of any part thereof by any purported assignment or transfer at any time. No other party may rely upon the terms and conditions of this Grant. County of Inyo recognizes that the Grant is being made solely for the purposes herein set forth and with the understanding that accomplishment of the Grant's purposes must be performed by County of Inyo or under its direction. In the event of any insolvency or bankruptcy proceeding of County of Inyo, Grantee acknowledges that the Grant does not constitute property of Grantee's bankruptcy or insolvency estate (including under Section 541 of the United States Bankruptcy Code).

10. INDEMNIFICATION.

County of Inyo shall indemnify, hold harmless and defend Annenberg and its officers, directors and related parties (the "Indemnified Parties") from and against any and all liability, loss, damage, expense and cost of every nature and causes of action arising out of or in connection with this Grant Agreement, including the planning, acquiring, constructing, equipping or use of the Project, or the planning, arranging, implementing, sponsoring or conducting of any program or activity by County of Inyo. In no case shall the Indemnified Parties be liable to County of Inyo or any third party for consequential damages. The Indemnified Parties shall have no liability for any debts, liabilities, deficits or cost overruns of County of Inyo. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Indemnified Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Grant Agreement or any subsequent agreement between the parties. The parties agree that the liability of Annenberg hereunder shall be limited to the payment of any amounts due pursuant to the terms of Section 3 of this Grant Agreement and that Annenberg shall have no other duty or obligation to County of Inyo or any other person. The provisions of this Section 10 shall survive the expiration or sooner termination of this Grant Agreement.

11. NO AGENCY.

Nothing herein shall be considered to create an agency relationship, partnership, joint venture, franchise, or business opportunity between County of Inyo and Annenberg and County of Inyo shall at all times be solely responsible for all of its debts and obligations.

12. TRUST.

Grant funds shall be deemed trust funds impressed with an obligation to be expended by

County of Inyo solely for the Grant Purpose.

13. NO PERSONAL BENEFIT.

The Grant shall be used solely for the Project and no Annenberg director, employee or consultant may obtain any personal benefit as a result of the Grant.

14. TERMINATION.

In addition to any other grounds for termination set forth in this Agreement, Annenberg, in its sole and complete discretion without limitation, may, upon written notice to County of Inyo, revoke this commitment and cancel payment of future unpaid balances if at any time any of the following occurs:

- A. You become insolvent;
- B. You fail to meet on a current basis any of your debts or obligations;
- C. The taking of your property by official levy or execution;
- D. Your filing for an appointment of a trustee, receiver, or liquidator;
- E. Your filing of a voluntary petition in bankruptcy, or
- F. The filing by anyone else of an involuntary petition in bankruptcy against you;
- G. Any act by one or more of your creditors to access the Grant in any manner; or
- H. Failure to meet any of the conditions set forth in the Grant Purpose.
 - I. Breach of any of the terms or conditions of this Grant Agreement.
- J. The determination by Annenberg, in its sole discretion, that (i) County of Inyo is acting inconsistent with the best practices applicable to nonprofit charities; (ii) the Grant is being used in a manner inconsistent with the intent of Annenberg at the time of the Grant, or (iii) County of Inyo is acting in a manner that could damage the reputation of Annenberg.

15. MISCELLANEOUS.

- A. Annenberg's obligations hereunder are conditioned on the execution and delivery by the County of Inyo of this Grant Agreement.
- B. Nothing in this Grant Agreement shall be deemed to grant to the County of Inyo any right related to any of the trademarks, trade name or good will of Annenberg or any of its affiliates.
- C. This Grant Agreement and its rights and obligations may not be assigned by the County of Inyo to any third party.
- D. This Grant Agreement may not be modified except in a writing signed by the party against who enforcement is sought.
- E. This Grant Agreement shall be governed by the substantive laws of the State of California. Annenberg has signed this Agreement in Los Angeles, and all parties consent to the exclusive venue and personal jurisdiction of the federal and state courts located in the County of Los Angeles, State of California. In addition to any

other party that may have standing to enforce this Grant Agreement, Grantee hereby specifically agrees and consents to Annenberg having standing to institute an action to enforce the terms and conditions of this Grant Agreement. Grantee further agrees that such courts, upon institution of such an action, may, in addition to all other remedies, direct (a) specific performance of any provision of this Grant Agreement which Grantee may breach, or (b) injunctive relief against Grantee in the curing of any such breach.

- F. The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision of this Grant Agreement.
- G. This Grant Agreement is the entire agreement of the parties on the subject hereof and supersedes all other agreements, understandings, communications, etc., whether written or oral.
- H. This Grant Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

If all is in order, please sign the signature page that follows.

On behalf of the Metabolic Studio, I wish you much success.

Sincerely,



Wallis Annenberg Date: 02-10-2021
Chairman of the Board, President and CEO

Enclosure

Use of Annenberg Foundation Name and Logo

All materials that use the Annenberg Foundation's name and/or logo, including but not limited to press releases, websites, special events, etc. must be approved by Annenberg prior to publication or distribution. Please send all materials for approval to KAshley@annenberg.org.

Please note for your planning purposes that any public announcement of the Grant, either in writing, or using the Annenberg Foundation logo, must be submitted to KAshley@annenberg.org as well as the Annenberg staff member listed in the Grant Agreement, **at least two weeks prior** to any public release and cannot be released without Annenberg's prior written approval. This also gives us the opportunity to support you by providing additional information and to include a quote from Annenberg if applicable. For grants that focus on a **special initiative** or activity, the Grantee will work with Annenberg to publicly announce the funding in an appropriate manner, such as a special community event, media outreach effort or other marketing opportunity.

Besides reviewing your materials, Annenberg can also help in the following ways (see below). Please reach out to KAshley@annenberg.org to:

- Discuss how your grant can be best publicized
- Help you make proper use of the Annenberg Foundation logo
- Provide a logo banner (6' X 3') for special events
- Send a staff member (when available) to represent Annenberg at key events related to your grant

Please contact KAshley@annenberg.org and cc: **23-b626c6-14b570-com2-1d65ee1f@smartsimple.com** with any questions.

Thank you!

IN WITNESS WHEREOF, each of the parties hereto have caused this Grant Agreement to be executed as of the date below by its respective duly authorized representative. County of Inyo

County of Inyo

By _____
Signature

Title: Assistant County Administrative Officer

Signature:

Email: lchapman@inyocounty.us



INYO COUNTY COMMUNITY RESILIENCY GRANT Guidelines

INTRODUCTION

Inyo County is seeking grant applications for the Community Resiliency Grant program from non-profit organizations that play an important role in supporting our local economy, improving the quality of life in Inyo County, and addressing unmet needs of those in our community most severely impacted by COVID-19.

Inyo County recognizes that these entities continue to provide services with significant reductions in revenue due to the pandemic, so during adoption of the Inyo County 2020-21 budget, the Board of Supervisors allocated \$100,000 of County General Fund money to support economic and community resiliency, and to offset COVID-19 related economic hardships and disruptions to local nonprofit organizations.

OVERVIEW

1. Grant funds will be provided for economic support to Inyo County nonprofit entities that were financially impacted by COVID-19 and priority will be given to those that are focused on addressing the needs of our disenfranchised or disadvantaged citizens, thereby improving the quality of life in Inyo County. Funding must be necessary due to the financial impacts of COVID-19 and be used to mitigate these impacts.
2. Grants will be awarded to the applicants who receive the highest ranking score based on the criteria set forth below. An evaluation panel comprising 3 – 5 people including County staff and members of the community will review and score responses to determine and select the top ranked entities. Award recommendations will be presented to the County Administrative Officer for final approval.
3. Individual grant awards of up to \$10,000 will be issued to qualified nonprofit organizations that provide services to the citizens of Inyo County.
4. Applicants awarded grants will be required to enter into a contract with the County setting forth applicable terms and conditions of receiving funding.

ELIGIBILITY

To be eligible, a nonprofit:

MUST:

- Adequately demonstrate that funding is necessary due to the financial impacts of COVID-19 and will be used to mitigate these impacts

- Be a legally organized Nonprofit Entity under Internal Revenue Code Section 501
- Primarily serve the residents of Inyo County
- Directly provide services or goods that are available to, or benefit, the general public

CANNOT:

- Be exclusively engaged in lobbying
- Be primarily engaged in distributing funds to other organizations or individuals
- Use grant funds for an inherently religious activity. An inherently religious activity includes activities such as religious worship, instruction, or proselytization. However, a religious organization that provides secular social services, such as a food bank, disaster relief, or a mentoring program, may be eligible if these services were impacted.
- Be any of the following:
 - An educational institution
 - A social, recreational, sports, or booster club
 - A private foundation

APPLICATION REQUIREMENTS

- Complete the application form.
- Attach a narrative with the following:
 1. A brief description of your organization, including charitable purpose, mission, goals and history in Inyo County
 2. Describe how your organization has provided a significant community benefit in the past
 3. Describe how your organization has provided a significant community benefit during the COVID-19 pandemic
 4. Describe the direct and indirect impacts your entity has suffered from COVID-19
 5. Describe the intended use of grant funds
- Attach the following documents:
 1. IRS Determination Letter showing the organization's nonprofit status
 2. Most recent tax filing – Form 990
 3. Financial statements for the period from 3/1/2019 – 12/31/2019
 4. Financial statements for the period from 3/1/2020 – 12/31/2020
 5. List, including source and amount, of all Federal, State and County COVID relief funding received. If a loan must be repaid, please note that on the list.

GRANT PROGRAM TIMELINE

Action Task	Date/Time
Board of Supervisors approves grant program	Tues – 12/15/20
Grant Information Webinar	Wed – 1/13/21: 3:00 p.m.
Application Submittal Window	Thurs – 1/14 to Fri - 1/29: 5:00 p.m.
Committee reviews and processes applications	Mon – 2/1 to Fri – 2/19
Notification letter goes to applicants	Week of 2/22
Sign contracts and process payments	Starting Mon - 3/1
Grants awarded no later than	Fri – 3/15
Final reports due no later than	Fri – 5/28

EVALUATION CRITERIA

Upon review of the application, the evaluation panel will use the following evaluation criteria and rating points to determine the most highly qualified entities.

Evaluation Criteria	Maximum Points Possible
Written Narrative	20
COVID-19 Impacts	30
Community Benefit	20
Financial Reports	20
Completeness and Quality of Application	10
Total Points	100

SELECTION PROCEDURE

- An evaluation panel comprising County staff and members of the community will review and score applications and select the top ranked entities based on the evaluation criteria. The final selection of grantees will be presented to the County Administrative Officer for final approval.
- The County reserves the right to reject any or all applications for cause, to waive minor irregularities in said applications, or to award amounts different than those requested.
- The County will notify all applicants whether or not they are selected for the grant award. Email is the County's preferred method of communication for all stages of the grant process.

Grant Timeline



Action Task	Date/Time
Board of Supervisors approves grant program	Tues – 12/15/20
Grant information webinar	Wed – 1/13/21: 3:00pm
Application submittal window	Mon – 1/14 to Fri – 1/29: 5:00pm
Committee reviews and processes applications	Mon – 2/1 to Fri – 2/19
Notification letter goes to applicants	Week of 2/22
Sign contracts and process payments	Starting Mon. 3/1
Grants awarded no later than	Fri – 3/15
Final reports due no later than	Fri – 5/28: 5:00pm



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Leslie Chapman

SUBJECT: Clean Air Projects Program competitive grant administration.

RECOMMENDED ACTION:

Request Board approve the contract between Great Basin Unified Air Pollution Control District and the County of Inyo for the provision of Grant Administration Services in the amount of \$140,000 for the period of March 11, 2021 to March 11, 2026, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Great Basin Unified Air Pollution Control District (Great Basin) has approached Inyo County about serving as grant administrator for the Clean Air Projects Program, Phase II competitive grant program. \$1,400,000 was allocated for this program to be used in the Owens Valley Planning Area (OVPA) which includes the area from just north of Aberdeen to south of Owens Lake (map attached), with 10% (\$140,000) going to Inyo County for administration fees, if approved.

The funds for the CAPP II program, including Block Grants (\$1,500,000), the Woodstove Replacement Program (\$100,000), and the Competitive Grant Program (\$1,400,000), were allocated by a stipulated order that requires Los Angeles Department of Water and Power to deposit funds be used for Clean Air Projects within the District, with preference given to projects within the OVPA.

If your board approves the attached contract, Inyo County will develop and administer all phases of the program, in close communication with the Great Basin Air Pollution Control Officer (APCO). Eligible applicants will propose projects within the geographical boundaries of the OVPA and according to the definition of "Clean Air Projects" in the Stipulated Order for Abatement 110317-01: "*Clean Air Projects are defined as improvements, replacements, or programs that directly or indirectly result in a reduction in air pollution emissions...*" Further details regarding Inyo County's duties and responsibilities are included in Attachment A to the contract. To summarize, Inyo County will be responsible for administering the grant program from development to distribution of the funds. Great Basin's Governing Body will approve the grants recommended by the selection committee, and Great Basin staff will distribute the grant awards to recipients. Inyo County will be responsible to administer the final reports and make sure grant funds are expended in accordance with grant requirements. If the final review reveals any issues, the County will notify Great Basin who will determine appropriate follow up action. It is anticipated that the program will be complete by March 11, 2026.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County could decline to administer this grant at which point, GBUAPCD would find another alternative for distributing CAPP II Funded competitive grants.

OTHER AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

FINANCING:

Great Basin will provide \$140,000 in grant administration fees for services performed by Inyo County.

ATTACHMENTS:

1. Contract for Clean Air Project Grant Administration 2021-02-23
2. Owens Valley Planning Area Map

APPROVALS:

Leslie Chapman	Created/Initiated - 2/18/2021
Darcy Ellis	Approved - 2/18/2021
Marshall Rudolph	Approved - 2/18/2021
Amy Shepherd	Approved - 2/18/2021
Leslie Chapman	Final Approval - 2/18/2021

**AGREEMENT BETWEEN
THE GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND
THE COUNTY OF INYO
FOR THE PROVISION OF GRANT ADMINISTRATION SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (“the District”) may have the need for the Grant Administration Services of the County of Inyo (“the County”), 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 County shall furnish to the District, upon its request, those services and work set forth in **Attachment A**.

Services and work provided by the County at the District’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 March 11, 2021 to March 11, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

The District shall pay the County \$140,000 as consideration for the work performed pursuant to **Attachment A**.

Except as expressly provided in this Agreement, the County shall not be entitled to receive from the District any additional consideration, compensation, salary, wages, or other type of remuneration for services performed or expenses incurred under this Agreement.

4. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

5. INSURANCE.

For the duration of this Agreement, the County shall procure and maintain insurance of the scope and amount specified in **Attachment B** and with the provisions specified in that attachment.

6. STATUS OF CONTRACTOR.

All acts of the County, 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 the District. The County, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the District. Except as expressly provided in **Attachment A**, the County has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the County is to be considered an employee of the District. It is understood by both the District and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

7. DEFENSE AND INDEMNIFICATION.

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

8. CANCELLATION.

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

9. DEFAULT.

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

10. 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 fifteen below.

11. 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.

12. FUNDING LIMITATION.

The ability of the District 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, the District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying the County 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 fifteen.

13. 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.

14. 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, mailed, or emailed to the respective parties as follows:

County of Inyo

Leslie Chapman, Assistant County Administrator
PO Drawer N
Independence, CA93526
lchapman@inyocounty.us

Great Basin Unified Air Pollution Control District

Phillip Kiddoo, Air Pollution Control Officer (APCO)
157 Short St.
Bishop, CA 93514
pkiddoo@gbuapcd.com

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision

hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**GREAT BASIN UNIFIED AIR
POLLUTION CONTROL DISTRICT**

THE COUNTY OF INYO

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

District Counsel

ATTACHMENT A

SCOPE OF WORK

Inyo County shall administer a Clean Air Grant Program on behalf of Great Basin Unified Air Pollution Control District. Inyo County's administrative duties and responsibilities shall include:

Grant Application and Review Duties

1. Prepare an application and supporting materials to be utilized by applicants.
2. Provide support and guidance for applicants during the application process.
3. Receive all applications.
4. Form an application review committee. This application review committee shall consist of 3 members: the Inyo County Administrator or designee, the District Air Pollution Control Officer (APCO) or designee, and the City of Los Angeles Department of Water and Power Owens Lake Dust Control Project Program Manager. In the event of a review committee member conflict of interest, member alternates from District staff will be designated by the APCO. If additional alternates are required, the APCO will request assistance from other Air District's within the state of California. The APCO shall have the final say on the composition and size of the application review committee.
5. Conduct an initial review of all applications to determine if any must be disqualified for facial noncompliance with the grant program or application requirements.
6. Schedule application review meetings with the application review committee and prepare score sheets and any other materials needed by the committee to efficiently and effectively review applications.
7. Prepare a presentation to the District's Governing Board of Directors that contains the application review committee's recommendations regarding grant recipients and amounts.
8. Prepare a contract between the District and each grant recipient governing the disbursement and use of the funds.
 - a. In particular, prepare Attachment B to the District-grantee contract explaining any limitations or restrictions on the grantee's use of the funds
 - b. Prepare personalized insurance specifications for each grantee based on the level of risk inherent in the grantee's proposed project
9. Facilitate the execution of contracts with successful grant recipients.

Fiscal Duties

1. Present fully executed contracts along with payment recommendations to the APCO or APCO designee for final approval and disbursement of funds to grant recipients following the completion of the application and scoring process and per the decision of the District's Governing Board of Directors.

Post-Award Monitoring Duties

1. Prepare a template for grant recipients to submit the Written Final Report, as required by the contract granting the recipients funds
2. Review all Written Final Reports and all financial documentation submitted by grant recipients to determine if the recipient expended the full amount of the grant funds and returned any unspent funds. If this review reveals that the recipient did not either expend the full amount of grant funds or return any unspent funds, the County will notify the District so that the District may determine appropriate follow-up action.

3. Conduct any deeper review of recipients' use of Grant Funds, upon request of the District
 - a. It is anticipated and understood among the Parties that these deeper reviews may exceed the expertise of Inyo County personnel. In such a situation, if the required expertise is of a technical or scientific nature, the District shall cooperate with the County to provide such expertise free of charge. If the required expertise is of a financial or accounting nature, the County shall hire a third-party accounting firm at the County's expense

Throughout the entire grant administration process, the County shall work in close collaboration with the District to receive any input or feedback the District may want to provide. The District shall have the final authority to make all decisions regarding the administration and disbursement of Grant Funds, including but not limited to, decisions regarding application materials, the scoring and review of applications, contracts with grantees, and the award of Grant Funds.

ATTACHMENT B

INSURANCE PROVISIONS

The County 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 County, its agents, representatives, or employees. Failure to carry specified lines or limits of coverage does not relieve the County of obligation to indemnify the District.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 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. May be in conjunction with cyber liability coverage.

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

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waived if the County provides written verification it has no employees.

Professional Liability: Appropriate to the County’s work, with limit no less than \$1,000,000 per occurrence.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The District, 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 County 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 County's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the County's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the County'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 District.

Waiver of Subrogation

County hereby grants to the District a waiver of any right to subrogation which any insurer of said County may acquire against the District by virtue of the payment of any loss under such insurance. County 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 District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the County to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers

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

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 County must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

The County shall furnish The District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the

CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the County's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to carry specified lines or limits of coverage does not relieve the County of obligation to indemnify the District.

Subcontractors

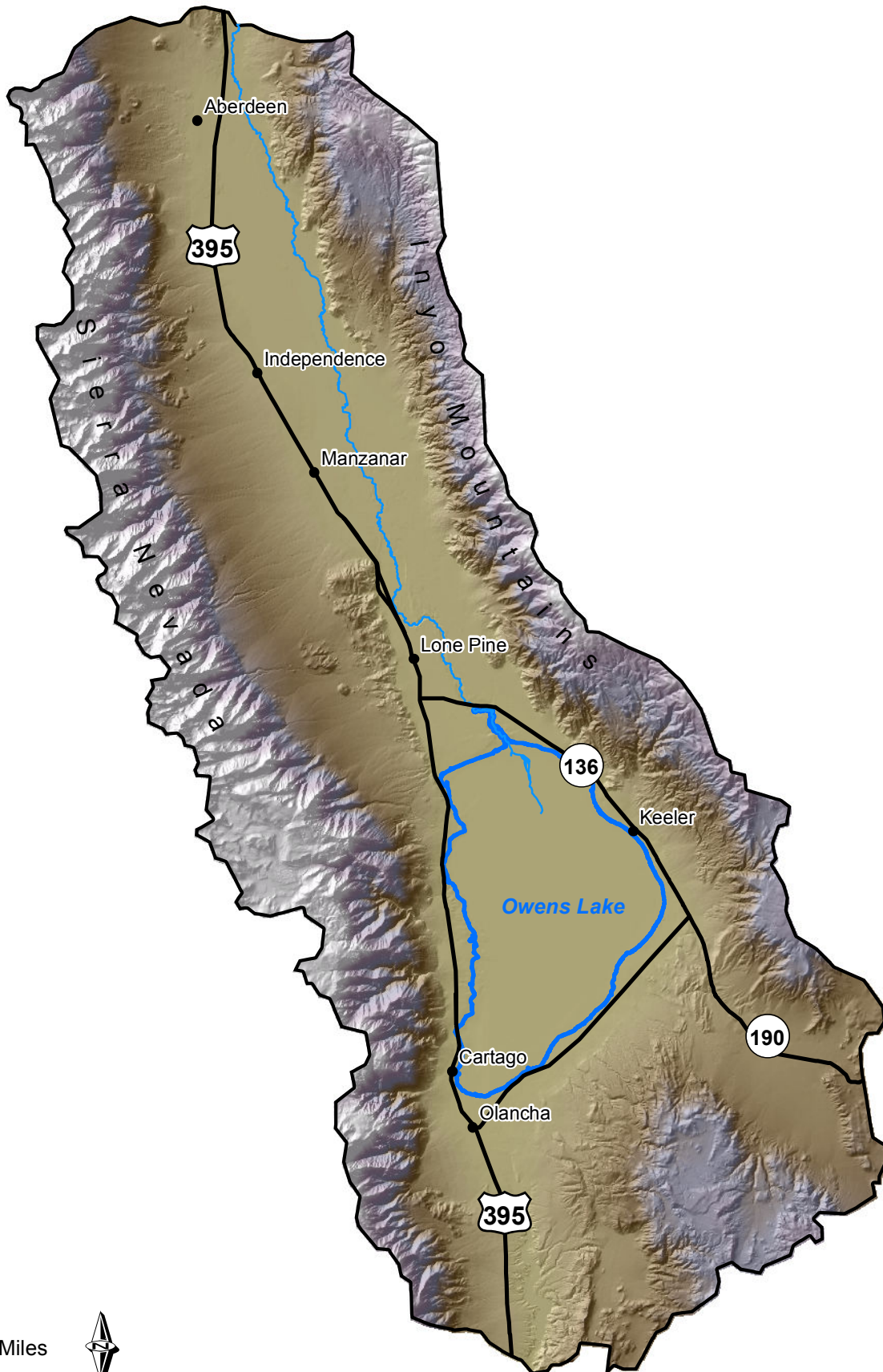
The County shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the County shall ensure that the District is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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



Owens Valley Planning Area





County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Office of the Sheriff

SUBJECT: Ratify payments to Adamson Industries for law enforcement equipment

RECOMMENDED ACTION:

Request Board: A) ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$28,275.00, to a total not-to-exceed amount of \$45,002.00, for the purchase of law enforcement equipment; and B) authorize the issuance of purchase orders for less lethal, pepperball, breaching tool, ballistic vests and carriers, OHV replacement and miscellaneous equipment.

SUMMARY/JUSTIFICATION:

Adamson Police Products is a supplier of law enforcement equipment and safety gear including, but not limited to: leather gear, flashlights, batteries, Pepper Ball supplies, Less Lethal, OHV, ballistic vests and first responder equipment for use by Law Enforcement Personnel.

The OHV grant no longer provides funding for maintenance, repair and replacement equipment for OHV equipment purchased with the grant.

We are requesting to purchase a breaching tool for the SED team. The SED teams equipment is outdated and worn. New equipment has not been purchased since the creation of the SED team, over ten years ago. The Sheriff's Department is working diligently to adhere to the County Budget constraints. Purchase requests are scrutinized during the budget process and only the requests that stay within the Budget parameters are presented to the Board of Supervisor's for approval.

The Sheriff's Office included 17 replacement ballistic vests and carriers in our fiscal year 2020-2021 budget, totaling \$11,700.00

These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On November 17th, 2020, your Board approved the purchase of vehicle docking stations with Adamson's Police Products being the lowest bidder in the amount of \$12,614.00. The Sheriff's department has requested purchase orders throughout the fiscal year for routine equipment purchases.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny these payments. Staff does not recommend this action. Adamson's has provided us with competitive pricing on high quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Sheriff General budget #022700, personal and safety equipment object code #5112 and Law enforcement special object code # 5313 and Jail General budget #022900, personal and safety equipment object code # 5112. These items are eligible to be reimbursed by COPS funding.

ATTACHMENTS:

1. 20201117Sheriff - SheriffBudgetAmendment
2. ADAMSON QUOTES

APPROVALS:

Riannah Reade	Created/Initiated - 2/9/2021
Darcy Ellis	Approved - 2/9/2021
Riannah Reade	Approved - 2/10/2021
Marshall Rudolph	Approved - 2/10/2021
Amy Shepherd	Approved - 2/10/2021
Jeffrey Hollowell	Final Approval - 2/11/2021

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of November 2020 an order was duly made and entered as follows:

**Sheriff – Sheriff
Budget Amendment**

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of November, 2020

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: Sheriff DATE: December 1, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



#27

Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Office of the Sheriff

SUBJECT: Amend Sheriff budget and authorize purchase of vehicle docking stations.

RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614.

SUMMARY/JUSTIFICATION:

The Sheriff's office has been working towards giving authorized users mobile access to our CAD/RMS information. These vehicle mounts will allow the user a secure location to store the mobile devices and access critical information from the vehicle.

There are two responses to Bid No. 2020-03:

Adamson Police Products \$12,613.55 (lowest)
Nielsen's Equipment Maintenance \$16,772.80

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 7th, 2020, your Board authorized the purchase of mobile devices for use with the CAD/RMS/911 communication system. We have been field testing these devices and determined the safest way to have them in vehicles is to purchase vehicle mounted docking stations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase the mobile tablet mounts. Staff does not recommend this action. These docking stations will increase accuracy of data collected, facilitate compliance with state mandates and allow for deputies to write reports in the field and access CAD/RMS information remotely.

OTHER AGENCY INVOLVEMENT:

Auditor

Budget Officer
Purchasing

FINANCING:

With the approval of this budget amendment, there will be sufficient funding in the Sheriff General budget 022700, expense code 5112. There is sufficient funding in the AB443 Small and Rural County Law Enforcement account to facilitate this transfer. No County General Fund will be utilized for this purchase.

ATTACHMENTS:

1. Bid Tabulation Sheet & Bids

APPROVALS:

Riannah Reade	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Riannah Reade	Approved - 11/2/2020
Denelle Carrington	Approved - 11/2/2020
Marshall Rudolph	Approved - 11/2/2020
Amy Shepherd	Approved - 11/2/2020
Jeffrey Hollowell	Final Approval - 11/3/2020

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020-03

Bid Opening Date: 10/28/20 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Nielsen's Equipment	\$16,772.80					
2.	Adamson Police Products	\$12,613.55					
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy Ellis

Present: Emma Bills



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY SHERIFF'S DEPARTMENT
PO DRAWER S
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
224 N. EDWARDS STREET
P.O. BOX N
INDEPENDENCE, CA 93526

BID OPENING:

DATE: Wednesday, October 28, 2020 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Los Alamitos, CA (CITY & STATE)
Oct 14th, 2020

CASH DISCOUNT TERMS 2 1/2% 21 - NET 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY ADAMSON POLICE PRODUCTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) DANNY BUI

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 10764 NOEL Street

CITY AND STATE LOS Alamitos CA 90720

PHONE NUMBER (714) 220-8986

FAX NUMBER _____ EMAIL: DBUI@POLICEPRODUCTS.COM

DESCRIPTION:

Vehicle Specific Mount, Docking Station and Tablet Case for Apple iPad Air 3

ITEM #1 (28 UNITS) # PKG-TAB-APP1

\$ 1925⁰⁰/ea x 28 =

\$ 5390⁰⁰

Vehicle docking station and tablet case for Apple iPad Air 3 (10.5"). Must include:

- compatible in portrait and landscape orientation
- LED power indicator light
- low profile design maximizes space
- full access to camera, speakers, and controls
- device and case integrated charging when device is docked
- kickstand on case to provide angled viewing
- case integrated stylus holder
- case integrated adjustable hand strap included
- low profile design to maximize available space inside of vehicle
- rounded corners and edges for safety during airbag deployment
- device to be key lockable to docking station for security
- certifications: Vibration Testing: MIL-STD 810G 514.5, crash test: SAE J1455 30mph Crash Testing, cycle test: latch handle & docking connector mechanism greater than or equal to 30,000 cycles, environmental testing: hot/cold operational & storage and thermal shock
- USB: USB 2.0, providing charge only to devices (2)
- dock input power: 12V nominal (10-17 VDC input)
- compatible with factory mounting bolt pattern of Item #2

ITEM #2 (23 UNITS) PKG-PSM-153 @ 208⁰⁰ x 23 = \$ 4784⁰⁰

Passenger side device mount package for 2013-2019 Ford Interceptor Utility & 2011-2019 Ford Explorer (retail). Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #3 (1 UNIT) PKG-PSM-109 @ 197⁰⁰ x 1 = \$ 197⁰⁰

Passenger side device mount package for 1997-2017 Ford Expedition. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #4 (4 UNITS) PKG-PSM-185 @ 21195 x 4 = \$ 84780

Passenger side device mount package for 2018-2020 Ford Expedition & 2015-2020 Ford F-150. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

For questions on this bid, please contact Nate Girardin at (760) 878-0014 ngirardin@inyocounty.us

NOTE SHIP TO ADDRESS INDICATED ON PAGE 1 OF INSTRUCTIONS AND CONDITIONS

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED

Subtotal	<u>11242²⁸</u>
Sales Tax (7.75%)	<u>87127</u>
Shipping Charge	<u>500⁰⁰</u>
Total	<u>12613⁵⁵</u>

Indicate any exception to the bid:

estimated shipping charge. maybe less or up to \$500.

Bid prices will remain valid and in effect through DEC 31th, 2020

Delivery will be made in 35-45 days after receipt of order.



This bid was received on Oct. 19, 2020
 at 11:38 a.m.
 BY: [Signature] ASSISTANT OFFICER
 and Clerk of the Board Inyo County, California
 Assistant



Quotation

DATE Jan 7, 2021	PAGE 1
ORDER NUMBER SC078414	

**10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112**

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: MIKE DURBIN
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Jan 7, 2021	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
60	0	60	260/2292	40MM CS FERRET POWDER	20.60	EA	1,236.00
60	0	60	260/2290	40MM OC FERRET POWDER	19.35	EA	1,161.00
30	0	30	260/1056	OC VAPOR AEROSOL GRENADE	42.35	EA	1,270.50
5	0	5	260/43950	FIRST DEFENSE 1.3%, MK-9, OC FOGGER W/ WAND ADAPTER	50.05	EA	250.25
4	0	4	260/43950W	HOSE & WAND FOR MK-9 VAPOR SYSTEM	53.70	EA	214.80
70	0	70	260/6325	XM1006 EXACT IMPACT SPONGE ROUND 40MM	18.250	EA	1,277.50
50	0	50	260/6322	40MM DIRECT IMPACT SPONGE CS	18.25	EA	912.50
50	0	50	260/6320	DIRECT IMPACT SPONGE ROUND OC	18.25	EA	912.50
150	0	150	260/65007	PRIMER FOR 6530 TRAINING KIT	3.45	EA	517.50
40	0	40	260/408201	NOSE FOR 6530 TRAINING KIT	4.65	EA	186.00
15	0	15	260/1016	TACTICAL POCKET GRENADE CS CONTINUOUS DISCHARGE	23.40	EA	351.00
10	0	10	260/1082	RIOT CONTROL CS CONTINUOUS DISCHARGE	24.40	EA	244.00
10	0	10	260/1019	POCKET TACTICAL GRENADE,OC	27.30	EA	273.00
This quote is valid for 60 days							

	Subtotal	8,806.55
	Total Sales Tax	682.51
	Total Order	9,489.06

Original



Quotation

DATE Dec 29, 2020	PAGE 1
ORDER NUMBER SC078410	

10764 Noel Street
 Los Alamitos, CA90720
 PH: (800) 824-0162 FX: (800) 824-0112

Sold To INYO COUNTY OF
 PURCHASING - ACCOUNTS PAYABLE
 P.O. DRAWER "S"
 INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
 ATTN: MIKE DURBIN
 550 SOUTH CLAY STREET
 INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Dec 29, 2020	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B/O					
6	0	6	661/102-80-0375 MC0150	PEPPERBALL LIVE ROUND (375 RND) FREIGHT ON MERCHANDISE- FATORY	709.40	EA	4,256.40 38.00
This quote is valid for 60 days							

	Subtotal	4,294.40
	Total Sales Tax	329.87
	Total Order	4,624.27

Original



Quotation

DATE Feb 8, 2021	PAGE 1
ORDER NUMBER SC080275	

10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112

Sold To	INYO COUNTY OF PURCHASING - ACCOUNTS PAYABLE P.O. DRAWER "S" INDEPENDENCE, CA 93526
----------------	--

Ship To	INYO COUNTY SHERIFF DEPT ATTN: MICHAEL DURBIN 550 SOUTH CLAY STREET INDEPENDENCE, CA 93526
----------------	---

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Feb 8, 2021	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B/O					
1	0	1	735/RMP30-23	30" RMPAK® WITH BR23-C RAM IN BACKPACK BACKPACK COLOR: OD GREEN	768.00	EA	768.00
			MC0150	FREIGHT ON MERCHANDISE- FACTORY			60.00
This quote is valid for 60 days							

	Subtotal	828.00
	Total Sales Tax	59.52
	Total Order	887.52

Original



County of Inyo



Planning Department

TIMED ITEMS - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Cathreen Richards

SUBJECT: Amending Title 18

RECOMMENDED ACTION:

Request Board: A) conduct a public hearing on a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Section 18.78.340;" and B) waive further reading of and enact said ordinance.

SUMMARY/JUSTIFICATION:

In 1997 the Board of Supervisors adopted Ordinance 997 regulating Second Dwelling Units. The Ordinance is implemented by 18.78.340 of the Inyo County Code and covers the Open Space (OS), Rural Residential (RR), Rural Residential Starlite Estates (RR-Starlite), One Family Residences (R1) and Single Residence Mobile Home Combined (RMH) zones.

Since 1997 the State has changed its regulations regarding Second Dwelling Units, also referred to over time as Granny Units and presently Accessory Dwelling Units (ADU). The County has not kept up with the State's changes to regulations regarding ADUs and has been out of compliance. For many years, the planning department has simply not followed the non-compliant sections of 18.78.340. As time as gone on, though, more and more of 18.78.340 has become non-compliant. There is also a push by the State to ensure that local jurisdictions have conforming ADU regulations or that they rely on the State's.

Sections of 18.78.340 that do not meet the State's regulations are:

Intro. Second dwelling units are permitted in areas within the OS-40, RR, RR-0.5-Starlite Estates, R-1 and RMH zones in accordance with the following:
State regulations now include that local jurisdictions must allow for ADUs in all Residential and Mixed Use Zones.

A. No second dwelling unit may be constructed or established in any of the above-described zones unless the owner of the property concerned has first obtained a conditional use permit pursuant to the procedures set forth in Chapter 18.81 and this section.
The State prohibited requiring conditional use permits for ADUs in 2003 by changing Government Code 65852.2 to state ADUs must approved ministerially (building permit), and without discretionary review or hearings.

Planning Department staff has not required CUPs for ADUs for years, but did follow the development guidelines included in 18.78.340. These include:

B (1). The lot upon which the second dwelling unit is to be constructed or established contains an existing single-family dwelling;
This can no longer be applied as lots with existing or proposed primary dwellings qualify for ADUs. Also, this can no longer be limited to single-family dwellings as multi-family dwellings qualify, as well.

C(2). In the case of a second unit attached, or to be attached, to an existing single-family residence, the increase in the floor area occasioned by the construction or establishment of the second unit shall not exceed thirty percent of the existing living area of the single-family residence.
This is now 50%.

C(4). The second dwelling unit, and any construction associated with the second dwelling unit, shall conform to the height, setback, lot coverage, architectural review, and site-plan review requirements, and all other zoning requirements, applicable generally to residential construction in the zone in which the property is located and that all fees and charges associated with those reviews and requirements shall be paid by the applicant.
This is not compliant with State regulations. Adjustments to the setback requirements now include 4-foot rear and side yards (the County's is 5-feet) and if an existing garage, carport, shed, etc. is converted into an ADU they can stay within a non-conforming building's footprint.

C(6). At least two on-site, off-street parking spaces shall be designated and provided, in addition to any parking spaces required due to the presence of the existing single-family dwelling.
Parking standards for ADUs can only include requiring one space per dwelling unit or per bedroom, whichever is less (the County requires 2). Also, no parking requirements can be imposed if the ADU is within one-half-mile of a transit stop.

C(7). Any other conditions or requirements determined by the planning commission necessary to ensure that the second dwelling unit will neither adversely affect the health or safety of persons living or working in the vicinity nor be materially detrimental to public welfare.
All ADUs must be approved ministerially, leaving no potential for additional conditions.

ANALYSIS

Staff has analyzed the State's ADU regulations against the current County Code and found that it is in the best interest of the County to Amend the Second Dwelling Unit regulations of the code. A draft ordinance (Attached) has been prepared to amend 18.78.340, so that the County is no longer out of compliance with the State's ADU regulations. This includes:

- changing the title from Second Units to Accessory Dwelling Units to conform with current nomenclature;
- providing that regulations found in the County Code regarding principally permitted dwelling units in the Residential and Mixed Use zones apply to ADUs unless they are in conflict with State Law.

General Plan Consistency

ZTA 2020-02 - Amending 18.78.340 – Second Dwelling Units, from the Inyo County Code causes certain allowed activities related to ADUs to fall directly under State regulations when the County's are in conflict with them and will not change the current allowance of the use, or its relationship to residential or mixed use uses per the General Plan. ADUs must have residential or mixed use zoning and General Plan designations and meet the density requirements as set forth in the General Plan. Due to these factors, amending 18.78.340 is consistent with the General Plan.

Zoning Ordinance Consistency

ZTA 2020-02 is consistent with the Inyo County Zoning code as amending 18.78.340 does not discontinue or expand the use, but instead causes it to fall directly under State regulations when the County's are in conflict with them. The use will remain consistent with the use requirements of Title 18 regarding Residential and Mixed Use Districts.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project is a proposal to amend a part of the County Code that is currently out of compliance with State regulations. It includes no development proposals or any increases in allowed uses or densities.

RECOMMENDATIONS

The Planning Commission met on January 27, 2021 and approved a Resolution (attached) recommending the Board of Supervisors consider ZTA 2020-02, make certain findings, and adopt the proposed ordinance amending 18.78.340 of the Inyo County Code.

Recommended Findings

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3)
(Evidence: the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Amending the language in 18.78.340 to bring the County into compliance with State regulations regarding ADUs will not have a significant effect on the environment as it does not include the approval of any development or affect future development.)

2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
(Evidence: Amending 18.78.340 – Second Dwelling Units, of the Inyo County Code is consistent with the Goals and Policies of the General Plan as it causes certain allowed activities related to ADUs to fall directly under State regulations when the County's are in conflict with them and will not change the current allowance of the use, or its relationship to residential or mixed use uses per the General Plan. ADUs must still have residential or mixed use zoning and General Plan designations and meet density requirements as set forth in the General Plan.)

3. Based on substantial evidence in the record, the proposed Zoning Ordinance to amend ICC 18.44 is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.
(Evidence: Zone Text Amendment 2020-02 is consistent with the Inyo County Zoning code as amending 18.78.340 does not discontinue or expand the use, but instead causes it to fall directly under State regulations when the County's are in conflict with them. The use will remain consistent with the use requirements of Title 18 regarding Residential and Mixed Use Districts.)

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. PC Resolution signed
2. Draft Ordinance

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards
Marshall Rudolph
Cathreen Richards

Created/Initiated - 2/2/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/9/2021
Final Approval - 2/9/2021

RESOLUTION NO. 20- 2020 - 02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE ZONE TEXT AMENDMENT NO. 2020-02 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects;

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

WHEREAS, the Inyo County Planning Commission held a public hearing on January 27, 2021, to review and consider a request for approval of Zone Text Amendment No. 2020-02, and considered the staff report for the project and all oral and written comments regarding the proposal;

WHEREAS, currently the ICC is not in conformance with State Regulations regarding Accessory Dwelling Units. Specifically, section per 18.78.340 – Second Dwelling Units, must be amended to bring the ICC into compliance;

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan;

WHEREAS, ZTA 2020-02 results in amending 18.78.340 – Second Dwelling Units of the ICC, which causes certain allowed activities related to Accessory Dwelling Units to fall directly under State regulations when County regulations are in conflict with it and will not change the current allowance of this use, or its relationship to residential uses per the General Plan;

WHEREAS, ZTA 2020-02 is consistent with the Inyo County Zoning code. Amending section 18.78.340 does not discontinue the use, but causes it to be in compliance with State regulations. Thus, the use will remain consistent with the requirements of Title 18 regarding Residential and Mixed Use Districts.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the January 27, 2021, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the Common Sense Rule (CEQA Guidelines section 15061(b)(3)) that states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Projects subsequent to this ordinance will continue to be directed by both County and State regulations.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.


BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:


RECOMMENDED ACTIONS

1. Approve amending 18.78.340 – Second Dwelling Units based on all of the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 27th day of January, 2021, by the following vote of the Inyo County Planning Commission:

AYES: 4
NOES: 0
ABSTAIN: 0
ABSENT: 1


Chairperson
Inyo County Planning Commission

ATTEST: 

Cathreen Richards, Planning Director

By 

Paula Riesen,
Secretary of the Commission

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING INYO COUNTY CODE SECTION 18.78.340

WHEREAS, in 1998, the Inyo County Board of Supervisors adopted Ordinance 997 regulating Second Dwelling Units under ICC 18.78.340, on property zoned Open Space (OS), Rural Residential (RR), Rural Residential Starlite Estates (RR-Starlite), One Family Residences (R1) and Single Residence Mobile Home Combined (RMH);

WHEREAS, since the adoption of Ordinance 997, the State of California has changed regulations regarding Accessory Dwelling Units on several occasions rendering 18.78.340 non-compliant with State regulations;

WHEREAS, Planning Department staff proposes amending 18.78.340, thereby causing the County to follow the State's Accessory Dwelling Unit regulations, when in conflict with the County's regulations regarding dwelling units;

WHEREAS, the Inyo County Planning Commission met to discuss the proposal to amend 18.78.340 with regard to consistency with Inyo County zoning code, General Plan, and the California Environmental Quality Act and concurred with staff recommendations;

NOW, THEREFORE, the Board of Supervisors, County of Inyo, ordains as follows:

SECTION I. MODIFICATIONS TO TITLE 18

Section 18.78.340 of the Inyo County Code is amended in its entirety to read as follows: "18.78.340 Accessory Dwelling Units."

Accessory Dwelling Units ("ADUs") are permitted in all residential and mixed use zones. Regulations found in this Title regarding principally permitted dwelling units in the residential and mixed use zones apply to ADUs; provided, however, that if such regulations conflict with state law regarding ADUs, state law shall prevail.

SECTION II. SEVERABILITY

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

SECTION III. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this 16 day of February, 2021 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson

ATTEST: Clint Quilter
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: February 23, 2021

FROM: Moana Chapman

SUBJECT: Treasury Status Report for Quarter Ending December 31, 2020

RECOMMENDED ACTION:

Inyo County Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending December 31, 2020.

SUMMARY/JUSTIFICATION:

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 the investments;
- compliance to the County Investment Policy;
- the weighted average 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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. 12-31-2020 Treasury Status Report

APPROVALS:

Moana Chapman
Darcy Ellis
Moana Chapman
Alisha McMurtrie

Created/Initiated - 2/12/2021
Approved - 2/12/2021
Approved - 2/12/2021
Final Approval - 2/12/2021

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: December 31, 2020
DATE: January 29, 2021

The following status report of the County Treasury as of 12-31-2020 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 TRACKER, a Division of C2, LLC 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 928 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: 12/31/2020 was \$9,273,642.74 (Principal: \$8,497,376.61 plus Contributions: \$527,587.00 plus Interest: \$252,756.76 less Fees: \$-4,077.63)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION			
For the Business Day of:			
12/31/2020			
AUDITOR BALANCES:			
<i>Beginning "Claim on Cash in Treasury"</i>			\$173,627,809.66
Deposit Authorizations			\$987,051.64
Checks Paid on:	12/30/20		(\$104,711.88)
Journal Entry:			
Outgoing Debits:			(\$1,312,128.27)
		12-31-2020 SEE ATTACHED EXHIBIT "A" FOR OUTGOING WIRE DETAILS	
<i>Ending "Claim on Cash in Treasury"</i>			\$173,198,021.15
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer		\$142.02
	Vault		\$36,235.00
REMOTE DEPOSIT ON HAND:			
	Date:	12/28/2020	\$211.44
	Date:		
	Date:		
BANK ACCOUNTS:			
Union Bank - General Account.			\$6,356,983.74
Eastern Sierra Community Bank - Gen			\$2,069,344.21
El Dorado #2107 - Directs Account			\$11,488.02
El Dorado #9703 - Cash Account			\$100,111.50
INVESTMENTS:			
		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$48,000,000.00		50,000,000
UBS Money Market	\$2,500,000.00	1.44%	of 10.00%
Local Agencies	\$757,857.48	0.44%	of 100.00%
Federal Agencies	\$100,961,224.00	58.29%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00%	of 100.00%
Commercial Paper	\$2,992,378.33	1.73%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$9,421,000.00	5.44%	of 30.00%
Grand TTL Investments	\$164,632,459.81		
NOTES			
Maturities > 1 Year	\$97,702,857.48	56.41%	of 60.00%
GRAND TOTAL TREASURY BALANCE:			\$173,206,975.74
RECONCILIATION			
<u>Treasury Over/Short:</u>			\$8,954.59
<u>Explanation:</u>			
	\$2,136.77	12/31/20 AUD PY - PERS	
	\$413.61	12/31/20 AUD PY - PERS	
	\$6,404.21	12/31/20 AUD PY - PERS	
	(\$37.97)	12/14/20 SIFPD: WF AA - NOV '20 CK# 2027	
	(\$38.74)	11/23/20 SIFPD: WF AA - OCT '20 CK# 2023	
			\$8,954.59

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2020

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
Bank Hapoalin NY 2.05 1/15/2021	06251AL40	01/15/2016	2.050	245,000.00	245,000.00	245,000.00	01/15/2021	15
Community Financial Services KY 1.6 2/17/2021	20364ABA2	02/17/2016	1.600	248,000.00	248,000.00	248,000.00	02/17/2021	48
Investors Community Bank WI 1.8 2/26/2021	46147USN1	02/27/2017	1.800	248,000.00	248,000.00	248,000.00	02/26/2021	57
BMO HARRIS BANK NA 1.05 4/23/2021	05581W7G4	04/24/2020	1.050	250,000.00	250,000.00	250,000.00	04/23/2021	113
Privatebank & Trust 1.5 5/26/2021	74267GVG9	05/26/2016	1.500	248,000.00	248,000.00	248,000.00	05/26/2021	146
UBS Bank UT 1.65 6/7/2021	90348JAR1	06/07/2016	1.650	248,000.00	248,000.00	248,000.00	06/07/2021	158
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	06/24/2016	1.650	248,000.00	248,000.00	248,000.00	06/24/2021	175
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	285
Discover Bank DE 1.75 11/2/2021	254672M39	11/02/2016	1.750	245,000.00	245,000.00	245,000.00	11/02/2021	306
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	326
State Bank India NY 2.35 2/24/2022	8562846J8	02/24/2017	2.350	248,000.00	248,000.00	248,000.00	02/24/2022	420
United Community Bank GA 2.05 3/1/2022	90984P5A9	03/01/2017	2.050	248,000.00	248,000.00	248,000.00	03/01/2022	425
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	03/20/2017	2.150	248,000.00	248,000.00	248,000.00	03/21/2022	445
American Express UT 2.45 4/5/2022	02587DN38	04/05/2017	2.450	248,000.00	248,000.00	248,000.00	04/05/2022	460
TOWNBANK 1.15 4/29/2022	89214PCQ0	04/29/2020	1.150	250,000.00	250,000.00	250,000.00	04/29/2022	484
BERKSHIRE BANK 1 10/20/2022	084601XL2	04/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	658
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	698
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	699
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	02/08/2018	2.650	248,000.00	248,000.00	248,000.00	02/08/2023	769
ALLY BANK 0.9 3/13/2023	02007GMY6	03/12/2020	0.900	248,000.00	248,000.00	248,000.00	03/13/2023	802
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	08/18/2020	0.400	248,000.00	248,000.00	248,000.00	08/18/2023	960
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	1,056
Citibank National SD 3.4 1/9/2024	17312QZ36	01/09/2019	3.400	245,000.00	245,000.00	245,000.00	01/09/2024	1,104
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	03/27/2020	0.900	248,000.00	248,000.00	248,000.00	03/27/2024	1,182

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
MEDALLION BANK 1.2 4/30/2024	58404DGU9	04/30/2020	1.200	250,000.00	250,000.00	250,000.00	04/30/2024	1,216
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	1,420
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,427
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,427
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,427
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	03/19/2020	1.000	248,000.00	248,000.00	248,000.00	03/19/2025	1,539
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	04/29/2020	1.150	245,000.00	245,000.00	245,000.00	04/29/2025	1,580
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	04/30/2020	1.250	250,000.00	250,000.00	250,000.00	04/30/2025	1,581
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	04/30/2020	1.250	250,000.00	250,000.00	250,000.00	04/30/2025	1,581
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	05/08/2020	0.600	245,000.00	245,000.00	245,000.00	05/08/2025	1,589
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	08/12/2020	0.450	248,000.00	248,000.00	248,000.00	08/12/2025	1,685
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	08/19/2020	0.450	248,000.00	248,000.00	248,000.00	08/19/2025	1,692
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	08/20/2020	0.450	248,000.00	248,000.00	248,000.00	08/20/2025	1,693
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	08/20/2020	0.450	248,000.00	248,000.00	248,000.00	08/20/2025	1,693
Sub Total / Average Certificate of Deposit - 30 %			1.520	9,421,000.00	9,421,000.00	9,421,000.00		877
Commercial Paper - 15 %								
TOYOTA MOTOR CREDIT CORP 0 3/12/2021	89233GQC3	06/16/2020	0.341	3,000,000.00	2,992,378.33	3,000,000.00	03/12/2021	71
Sub Total / Average Commercial Paper - 15 %			0.341	3,000,000.00	2,992,378.33	3,000,000.00		71
Federal Agencies - 100 %								
FNMA 1.25 5/6/2021	3135G0K69	05/16/2016	1.418	2,000,000.00	1,983,900.00	2,000,000.00	05/06/2021	126
FNMA 1.5 5/26/2021	3136G3PR0	05/26/2016	1.500	2,000,000.00	2,000,000.00	2,000,000.00	05/26/2021	146
FHLB 1.875 11/29/2021	3130AABG2	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	333
FFCB 2.8 12/17/2021	3133EJ3B3	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	351
FFCB 1.6 2/10/2023-21	3133ELMD3	02/10/2020	1.600	3,000,000.00	3,000,000.00	3,000,000.00	02/10/2023	771
FFCB 2.3 6/7/2023-21	3133EKNY8	06/07/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	06/07/2023	888
FFCB 1.68 11/22/2023-21	3133ELAN4	11/22/2019	1.680	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	1,056
FFCB 1.2 4/1/2024-21	3133ELVA9	04/01/2020	1.200	2,000,000.00	2,000,000.00	2,000,000.00	04/01/2024	1,187
FHLB 0.74 4/29/2024-21	3130AJJR1	04/29/2020	0.740	3,000,000.00	3,000,000.00	3,000,000.00	04/29/2024	1,215
FHLMC 0.5 6/24/2024-21	3134GV2J6	06/24/2020	0.500	3,000,000.00	3,000,000.00	3,000,000.00	06/24/2024	1,271
FHLB 0.55 7/30/2024-20	3130AJUN7	07/30/2020	0.550	3,000,000.00	3,000,000.00	3,000,000.00	07/30/2024	1,307
FFCB 0.44 11/4/2024-21	3133EMFP2	11/04/2020	0.440	3,000,000.00	3,000,000.00	3,000,000.00	11/04/2024	1,404
FHLMC 1.92 1/6/2025-21	3134GUF21	01/06/2020	1.920	3,000,000.00	3,000,000.00	3,000,000.00	01/06/2025	1,467
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	3,000,000.00	01/27/2025	1,488
FFCB 1.2 3/25/2025-21	3133ELUK8	03/25/2020	1.200	2,000,000.00	2,000,000.00	2,000,000.00	03/25/2025	1,545

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLB 1.2 3/25/2025-21	3130AJF79	03/25/2020	1.200	2,000,000.00	2,000,000.00	2,000,000.00	03/25/2025	1,545
FNMA 0.75 6/11/2025-21	3136G4WG4	06/11/2020	0.750	3,000,000.00	3,000,000.00	3,000,000.00	06/11/2025	1,623
FNMA 0.7 7/21/2025-21	3136G4ZG1	07/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	07/21/2025	1,663
FNMA 0.625 7/21/2025-22	3136G4ZJ5	07/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	07/21/2025	1,663
FHLMC 0.68 7/21/2025-21	3134GV2N7	07/21/2020	0.680	2,000,000.00	2,000,000.00	2,000,000.00	07/21/2025	1,663
FFCB 0.53 8/12/2025-22	3133EL3P7	08/12/2020	0.530	4,000,000.00	4,000,000.00	4,000,000.00	08/12/2025	1,685
FHLMC 0.58 8/19/2025-21	3134GWQN9	08/19/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	08/19/2025	1,692
FNMA 0.56 8/21/2025-23	3136G4N74	08/21/2020	0.560	3,000,000.00	3,000,000.00	3,000,000.00	08/21/2025	1,694
FFCB 0.55 9/16/2025-21	3133EL7K4	09/16/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	09/16/2025	1,720
FHLMC 0.58 9/23/2025-20	3134GWP75	09/23/2020	0.580	5,000,000.00	5,000,000.00	5,000,000.00	09/23/2025	1,727
FHLMC 0.6 9/30/2025-21	3134GWTG1	09/30/2020	0.600	5,000,000.00	5,000,000.00	5,000,000.00	09/30/2025	1,734
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	3,000,000.00	10/21/2025	1,755
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	3,000,000.00	10/22/2025	1,756
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,762
FNMA 0.55 11/4/2025-22	3135GA2N0	11/04/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	11/04/2025	1,769
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	3,000,000.00	11/12/2025	1,777
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/01/2020	0.620	4,000,000.00	4,000,000.00	4,000,000.00	12/01/2025	1,796
Sub Total / Average Federal Agencies - 100 %			0.920	101,000,000.00	100,961,224.00	101,000,000.00		1,422
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	09/30/2018	0.540	48,000,000.00	48,000,000.00	48,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			0.540	48,000,000.00	48,000,000.00	48,000,000.00		1
UBS Money Market - 10 %								
UBS Financial MM	MM9591	06/30/2018	0.010	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 10 %			0.010	2,500,000.00	2,500,000.00	2,500,000.00		1
Total / Average			0.819	163,921,000.00	163,874,602.33	163,921,000.00		928

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
12/1/2020 to 12/31/2020

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 12/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 12/31/2020
OPEB	\$8,497,376.61	\$527,587.00	\$252,756.76	\$4,077.63	\$0.00	\$0.00	\$9,273,642.74
Totals	\$8,497,376.61	\$527,587.00	\$252,756.76	\$4,077.63	\$0.00	\$0.00	\$9,273,642.74

Investment Selection

Source

OPEB Moderate HighMark PLUS

Investment Objective

Source

OPEB 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

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.82%	9.48%	13.18%	8.55%	9.05%	7.57%	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