

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

March 13, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *County of Inyo v. Los Angeles Department of Water and Power*, Inyo County Superior Court Case No. SICVCV 18-6189.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (one case).
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA (Approval recommended by the County Administrator)

AG COMMISSIONER

8. **Owens Valley Mosquito Abatement Program** – Request Board: A) declare ADAPCO of Sanford, FL the sole-source provider of VectoBac GR mosquito larvicide; and B) approve the purchase of eighty (80) 40-pound bags of VectoBac GR from ADAPCO in an amount not to exceed \$10,067.13.
9. Request Board approve agreement between Fort Independence Indian Reservation and

Counties of Inyo and Mono Weights and Measures Department for certification of commercial recycling scales within Inyo County and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR

10. ***Parks & Recreation*** – Request Board: A) approve an increase in the amount of the blanket purchase order with Western Nevada Supply by \$10,000 to a not-to-exceed amount of \$22,000 from the DMSP (Department Motor Pool, Solid Waste and Parks and Rec) budgets for the purchase of irrigation supplies; and authorize a purchase order in the amount of \$4,562 to Western Nevada Supply for the purchase of four radio modems for the sprinkler system upgrade at Millpond Recreational Area.
11. ***Parks & Recreation*** – Request Board authorize a purchase order to AA Tanks Co. of Center Line, MI in the amount of \$11,350 for the purchase of a 660-gallon hydro-pneumatic epoxy lined pressure tank for the potable water system at Diaz Lake.

HEALTH AND HUMAN SERVICES

12. ***Eastern Sierra Area Agency on Aging*** – Request Board approve the Grievance and Complaint Policy and Procedure for the Eastern Sierra Area Agency on Aging program.

PLANNING

13. ***Yucca Mountain Repository Assessment Office*** – Request Board authorize the Chairperson to sign the Memorandum of Understanding between Death Valley National Park and Inyo County recognizing DVNP's ownership and agreement for use of the Nevares Spring Monitor Well #2 for domestic water supply.

PUBLIC WORKS

14. Request Board adopt the plans and specifications for the South County Striping Project and authorize the Public Works Director to advertise for bids for the project.

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

15. **ASSESSOR** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I or II exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,150 - \$3,830) or Office Technician II at Range 59 (\$3,457 - \$4,201), depending on qualifications.
16. **ASSESSOR** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I BPAR exists in the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I BPAR at Range 55PT (\$16.88 - \$20.52/hr.).
17. **HEALTH & HUMAN SERVICES – Public Health & Prevention** – Request Board ratify and approve the Amendment Number 05 to the Standard Agreement Number 14-10507 between the County of Inyo and the California Department of Public Health for the provision of Local Public Health Emergency Preparedness, which extends the term of the agreement through State Fiscal Year 2017-2018 and increases the maximum amount payable under the original agreement by a net amount of \$1,561, for a total amount not to exceed \$880,729; and authorize HHS Director Marilyn Mann to sign the Standard Agreement Amendment and Certification Attachment.
18. **HEALTH & HUMAN SERVICES – Public Health** – Request Board ratify and approve Agreement Number 17-10320 between the County of Inyo and the California Department of Public Health for the provision of immunization services in an amount not to exceed \$197,715 for the period of July 1, 2017 through June 30, 2022, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Standard Agreement and Certification Regarding Lobbying.

19. **HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Program Service Assistant II exists, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) BPAR PSA II at Range 42 (\$2,334 - \$2,837).
20. **HEALTH & HUMAN SERVICES – FIRST** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker IV exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$4,804 - \$5,843); and D) if an internal candidate is hired into the Social Worker IV position, authorize HHS to backfill the resulting vacancy.
21. **HEALTH & HUMAN SERVICES – FIRST** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Specialist IV exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) HHS Specialist IV at Range 60 (\$3,541 - \$4,301).
22. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian exists in the Building and Maintenance budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where no internal candidates meet the qualifications for the position, an open recruitment would be most appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian I at Range 50 (\$2,804 - \$3,410) or Custodian II at Range 54 (\$3,074 - \$3,739), depending on qualifications.
23. **PUBLIC WORKS** – Request Board: A) approve a Memorandum of Agreement between the California Department of Transportation and County of Inyo Concerning Relinquishment of State Facilities to County of Inyo, and a Controlled Access Highway Agreement on U.S. Highway 395 from 1.4 miles south of Los Angeles Aqueduct Bridge No. 48-0010 to 0.1 miles south of Ash Creek Bridge No. 48-0068R; and B) authorize the Chairperson to sign both agreements.
24. **COUNTY ADMINISTRATOR – Information Services** – Request Board: A) consent to the assignment of the County of Inyo Agreement with BoardSync to CivicPlus, the company that acquired BoardSync; and B) ratify and approve the renewal of a Software Maintenance Agreement between CivicPlus, Inc. and the County of Inyo for the County's Board agenda automation system for the period December 1, 2017 through November 30, 2018 in an amount not to exceed \$10,176.
25. **COUNTY ADMINISTRATOR – Personnel** – Request Board approve the contract between the County of Inyo and Karen Rathdrum, Ph.D for the provision of personal services in the position of Program Chief for the Child and Family Team within the Health and Human Services Department Behavioral Health Division at Range 84 Step E, \$7,601 per month effective April 5, 2018; and authorize the Chairperson to sign.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

29. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
30. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

11 a.m. 31. **PLANNING** – Request Board:

A) conduct a public hearing on the following action for a 0.122-acre site at 2803 Carol Lane (APN 011-510-24) in the unincorporated area of West Bishop changing the Zoning designation from One Family Residences (R-1) with a 10,000-sq.ft. minimum to Public District (P) to best match the current and proposed future uses on the property; and, a proposed ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-01/Sierra Highlands Community Services District (CSD).”

B) Approve a resolution titled, “A Resolution of the Board of Supervisors of the County Of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No. 2018-01/Sierra Highlands Community Services District (CSD).”

C) Introduce and waive further reading of and adopt the above referenced ordinance.

11 a.m. 32. **COUNTY ADMINISTRATOR/COUNTY COUNSEL/PLANNING/PUBLIC WORKS/AG COMMISSIONER** – Request Board: A) introduce, read title, and waive further reading an ordinance titled, “An Ordinance of the Inyo County Board of Supervisors Repealing Interim Ordinance No. 1216 Prohibiting Commercial Medical and Recreation Marijuana Activities, Including Commercial Cultivation, Distribution, Storage, Manufacturing, Processing, Provision or Sale of Cannabis Products in the Unincorporated Area of Inyo County;” and B) schedule enactment for 11 a.m. Tuesday, March 20, 2018 in the Board of Supervisors Room, County Administrative Center, 224 N. Edwards St., Independence.

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

CORRESPONDENCE – ACTION

33. **Lone Pine Unified School District** – Request Board order the consolidation of the Lone Pine Unified School District’s General Obligation Bond Election with the June 5, 2018 Direct Primary Election.
34. **Owens Valley Unified School District** – Request Board order the consolidation of the Owens Valley Unified School District’s General Obligation Bond Election with the June 5, 2018 Direct Primary Election.

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

35. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

36. **Inyo County Sheriff** – Sheriff’s Office and Jail overtime reports for November 2017, December 2017, and January 2018.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 8
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Agriculture – Owens Valley Mosquito Abatement Program

FOR THE BOARD MEETING: March 13, 2018

SUBJECT: Purchase of VectoBac GR mosquito larvicide by the Owens Valley Mosquito Abatement Program (OVMAP)

DEPARTMENTAL RECOMMENDATION:

Request Board A) declare ADAPCO the sole source provider of VectoBac GR and B) approve the purchase of eighty (80) forty pound bags of VectoBac GR from ADAPCO by the OVMAP in an amount not to exceed \$10,067.13.

SUMMARY DISCUSSION:

Valent BioSciences of Libertyville, IL is the sole manufacturer and registrant of the VectoBac product brand including VectoBac GR mosquito larvicide. Valent BioSciences has designated ADAPCO of Sanford, FL as the sole authorized distributor of the VectoBac product brand including VectoBac GR in the State of California. The active ingredient of this product is *Bacillus thuringiensis* subspecies *israelensis*, a biological mosquito larvicide which allows the OVMAP to provide safe and effective control of mosquitoes in their district. Purchases of this product are made each year prior to the mosquito season to ensure sufficient quantity is available for use.

ALTERNATIVES:

The Board could not approve this request. Doing so could limit the scope of mosquito abatement treatments with the potential of putting public health at risk and preventing the OVMAP from fulfilling contracts with State and local/other agencies.


OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The cost of this purchase is \$10,067.13. Sufficient funds for this purchase exist in the OVMAP budget unit 154101, expense object code 5311 (General Operating Expense). The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>2/10/08</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2-22-18

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



870 Technology Way
Libertyville, IL 60048

January 11th, 2018

ADAPCO, Inc.
550 Aero Lane
Sanford, FL 32771-6342

To Whom It May Concern:

This letter is to advise you that Valent BioSciences LLC is the sole manufacturer and registrant of the trademarked product brands, VectoBac®, VectoLex®, and VectoMax®, including the formulations VectoBac G, VectoBac GS, VectoBac GR, VectoBac 12AS, VectoBac WDG, VectoLex FG, VectoLex WDG, VectoLex WSP, as well as VectoMax FG and VectoMax WSP.

Valent BioSciences LLC is the sole manufacturer of *Bacillus thuringiensis* subspecies *israelensis*, Strain AM 65-52, which is the registered active ingredient contained in the VectoBac® formulations.

Valent BioSciences LLC is the sole manufacturer of *Bacillus sphaericus* 2362 Serotype H5a5b, strain ABTS 1743, which is the registered active ingredient contained in the VectoLex® formulations.

Valent BioSciences LLC is the sole manufacturer of both *Bacillus thuringiensis* subspecies *israelensis*, Strain AM 65-52, and *Bacillus sphaericus* 2362 Serotype H5a5b, strain ABTS 1743, which are the registered active ingredients contained in the VectoMax® formulations.

Also, be advised that ADAPCO, Inc. is Valent BioSciences LLC sole authorized distributor for VectoBac®, VectoLex®, and VectoMax® products in the states of Arizona, California, Nevada, Utah, and Hawaii.

Should you have any questions regarding this information, feel free to contact Stephanie Whitman at 307-721-4335, or David Schumacher at 847-968-4814.

Sincerely,

A handwritten signature in black ink that reads "David Schumacher" followed by the date "01/11/2018".

David Schumacher
National Sales Manager, Public Health
870 Technology Way
Libertyville, IL 60048
847-968-4814 (office)
224-220-4204 (cell)
David.schumacher@valentbiosciences.com



creating value,
growing together



Date: February 5, 2018
Quotation #: 020518-1 inyo
Customer #:
Valid through: March 30, 2018
Prepared by: Dennis Candito

ADAPCO is pleased to provide the following quotation to:
INYO COUNTY
OWENS VALLEY MAP
BISHOP CA
CONTACT: ROB MILLER

Comments or special instructions:

Prices quoted do not include sales tax. Applicable sales tax will be added to invoice.
Prices quoted include CDPR Pesticide Mil Tax assessment.

Item Description	Qty	Pkg Size	Unit Price/ Unit	Subtotal
VECTOBAC GR 10/20	80	40 LB BG	\$ 120.40 BG	\$ 9,632.00
VBC EARLY ORDER DISCOUNT	80		\$ (3.61) BG	\$ (288.96)
Subtotal: \$				9,343.04

Freight prepaid. Payment Terms Net 30 days.
Please visit our website at www.myadapco.com to view SDS and Labels and get other product information

Should you have any questions or immediate needs, please contact me at 877-875-6353.
Thank you for the opportunity to serve you.
Best regards,

Dennis Candito [electronic signature]

Dennis Candito
Territory Manager

ADAPCO, an Azelis Company
Email: DCandito@myadapco.com
Direct: 877-875-6353

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550 Aero Ln
Sanford, FL 32771
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
9

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

FROM: Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Approval of Agreement with Fort Independence Indian Reservation and Counties of Inyo & Mono Weights and Measures Department for Annual Scale Certification.

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve the agreement with Fort Independence Indian Reservation and Counties of Inyo & Mono Weights & Measures Department for certification of commercial recycling scales within Inyo County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Fort Independence Indian Reservation is currently operating a recycling business at Fort Independence on tribal lands. CalRecycle, the agency charged with recycling regulation and oversight in California, has required Fort Independence Indian Reservation to participate in annual device registration and testing, as well as ongoing weights and measures regulatory oversight to operate within the California recycling program. This device registration, testing, and regulatory oversight are provided locally by the County Sealer.

In order to ensure continued access and ability to regulate recycling facilities located on sovereign lands, Inyo County has requested an agreement with the Fort Independence Indian Reservation agreeing to a limited waiver of sovereign immunity allowing the County Sealer to operate on their lands. The Fort Independence Indian Reservation has signed this agreement, and it is now before your board for consideration.

ALTERNATIVES:

Your Board could choose to approve this agreement and resolution.

OTHER AGENCY INVOLVEMENT:

Fort Independence Indian Reservation

FINANCING:

Activities associated with this agenda item would be financed through already existing device registration fees.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>2/28/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-2-18

Scale Certification Agreement

This Agreement is entered into this 8th day of February, 2018, by and between the County of Inyo, a political subdivision of the State of California ("the County") and the Fort Independence Indian Tribe, a federally-recognized Indian Tribe ("the Tribe"). The County and the Tribe are sometimes referred to collectively in this Agreement as "the parties."

Recitals

- A. The Tribe operates a recycling center on its sovereign tribal lands under an arrangement with CalRecycle (a California state agency). Among other things, the Tribe's recycling center accepts glass, aluminum, and other recyclable materials from members of the public, weighs the materials, and then pays money for those materials in an amount authorized by CalRecycle and/or California state law.
- B. The County's Agricultural Commissioner and Sealer of Weights and Measures ("the County Sealer") is generally authorized and required by California state law to certify the accuracy of scales used for commercial purposes within the County. (See California Business & Professions Code section 12200 et seq.; see also Inyo County Code Chapter 5.36.) But the County Sealer does not have enforcement authority over the Tribe or its scales used for commercial purposes on its tribal lands.
- C. CalRecycle is requiring the Tribe to have its recycling-program scale(s) "sealed" by the County Sealer -- in other words, certified for accuracy by and subject to the County Sealer's enforcement authority -- in the same manner and to the same extent -- as a similar scale on non-tribal lands.
- D. The Tribe is willing to comply with CalRecycle's requirement and to submit its recycling-program scale(s) to the County Sealer's testing and enforcement authority, and the County is willing to allow the County Sealer to provide such services to the Tribe, on the terms and conditions of this Agreement.

Terms and Conditions

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be effective from the date first written above and continue in effect until terminated by either party. Either party may terminate this Agreement at any time in its sole discretion, with 30 days' written notice to the other party. Either party may also terminate this Agreement for cause with 24 hours' written notice to the other party. On or before the effective date of any termination of this Agreement, the Tribe shall remove any seal(s) issued or placed by the County Sealer on its scale(s) used in its recycling program and shall not thereafter represent to CalRecycle, the public, or any other party that its scales are certified by the County Sealer. If the Tribe fails or refuses to remove the seal(s), then the Tribe agrees that the County may seek injunctive relief in state or federal court to compel such removal. Further, termination of this Agreement by the Tribe shall not have the effect of nullifying any enforcement action, fines, or penalties arising from events or occurrences prior to the date of said termination.

2. Enforcement Authority. While this Agreement remains in effect, the Tribe grants, subject to paragraph 3 of this Agreement, the County Sealer the same enforcement authority over the Tribe and its scale(s) used in its recycling program as the County Sealer generally has over scales used for the same purpose by private parties on non-tribal lands. (See California Business and Professions Code section 12500 et seq. and Chapter 5.36 of the Inyo County Code, which are incorporated herein by this reference, as the same may be amended from time to time.) The Tribe understands that it will be required to obtain a "registration certificate" for its scale(s) from the County Sealer, and to annually pay registration fees and to have its scale(s) retested while this Agreement remains in effect.

3. Scale certification. Upon the Tribe's submittal of a complete application to the County Sealer for a registration certificate with respect to any scale used in its recycling program, and payment of the standard fee(s) charged by the County for such certificate(s), the County Sealer shall process the application and test the scale(s) in accordance with state and local laws and his standard procedures. And if the County Sealer finds that the scale meets applicable accuracy standards and any other applicable requirements under state law, then the County Sealer shall seal the scale. For purposes of this Agreement, the County Sealer shall treat the Tribe and its recycling-program scale like any private party with a similar scale, and the Tribe shall comply with the same legal requirements applicable to such a private party and its scale and shall be subject to the same fees and enforcement remedies including fines and penalties (if applicable), provided that the County Sealer shall not have authority to destroy or seize any of the Tribe's scales, and shall provide written notice no less than 10 days prior to removing a seal from the Tribe's scales.

4. Waiver of sovereign immunity. The Tribe agrees to a limited waiver of sovereign immunity solely for the purpose of actions filed by the County and/or the County Sealer to enforce the Tribe's obligations under this Agreement; provided that the County shall provide written notice to the Tribe no less than 10 days prior to filing and action, and that Tribe does not consent to actions seeking the destruction or seizure of any of the Tribe's scales. No other waiver of sovereign immunity will be deemed granted under this Agreement, and this waiver will not be deemed to run in favor of any third party. The Tribal Council has approved the foregoing limited waiver of sovereign immunity by Tribal Council resolution, which is attached hereto.

5. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related hereto, whether oral or written, are hereby merged herein.

6. Counterparts. This Agreement may be executed in counterparts and, when executed, all such counterparts shall constitute one agreement that shall be binding upon the parties, notwithstanding that the signatures of the parties' designated representatives do not appear on the same page.

7. **Notices.** Any notices required by this Agreement shall be sent via e-mail to the addresses for the other party at the email addresses provided in this paragraph, or at such other address for a party as shall have been specified by the party in written notice provided to other party. Notices shall be addressed and delivered as follows:

To County:

County Agricultural Commissioner/Sealer
207 West South Street
Bishop, California 93514
E-mail: nreade@inyocounty.us

Copy to:

County Counsel
County of Inyo
P.O. Drawer M
Independence, California 93526
E-mail: mrudolph@inyocounty.us

To Tribe:

Carl Dahlberg
Tribal Chairman
Fort Independence Indian Tribe
P.O. Box 67
Independence, CA 93526
E-mail: carl@fortindependence.com

Copy to:

Joseph Webster
HOBBS STRAUS DEAN & WALKER, LLP
2120 L Street NW, Suite 700
Washington, DC 20037
E-mail: jwebster@hobbsstrauss.com

8. **Amendments and Waiver.** No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.
9. **Choice of Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of California without regard to choice of law principles.

10. Interpretation. This Agreement is the product of negotiation and preparation by and among the parties and their respective counsel. It shall not be deemed prepared or drafted by one party or another, and shall be construed accordingly.
11. Illegality/Severability. Any provision or provisions of this Agreement that are determined by a court of competent jurisdiction to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.
12. Headings. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.
13. No Attorneys' Fees. The parties agree that, in any action to enforce the terms of this Agreement, each party shall bear its own attorneys' fees and costs.

Execution

IN WITNESS WHEREOF, the parties will be deemed to have executed this Agreement as of the date first written above.

COUNTY

By:

TRIBE

By: *Carl Dahlberg*



FORT INDEPENDENCE INDIAN RESERVATION

P.O. BOX 67 • INDEPENDENCE, CA 93526 • (760) 878-5160 • FAX (760) 878-2311

RESOLUTION NO. 2018-02

A RESOLUTION OF THE FORT INDEPENDENCE TRIBE TO ENTER INTO AN AGREEMENT WITH INYO COUNTY FOR CERTIFICATION OF ITS SCALES AND A LIMITED WAIVER OF THE TRIBE'S SOVEREIGN IMMUNITY.

- WHEREAS,** the Fort Independence Paiute Tribe (referred to as the "Tribe") is a federally recognized Indian Tribe with the inherent sovereignty to make its own laws and be governed by them; and
- WHEREAS,** the General Council is the recognized body of the Tribe and has authority to take certain action, including adopting Resolutions and Ordinances on behalf of the Tribe; and
- WHEREAS,** The Tribe owns and operates scale(s) located on Tribal lands as part of the Tribe's operation of a recycling center, and CalRecycle is requiring the Tribe to have its recycling-program scale(s) "sealed" by the County Sealer; and
- WHEREAS,** The Tribe is willing to submit its recycling program scale(s) to the County Sealer's testing and enforcement authority in accordance with the scale certification agreement between the County of Inyo and the Tribe attached hereto and incorporated herein as Attachment A ("Scale Certification Agreement").
- WHEREAS,** the Scale Certification Agreement includes a limited waiver of the Tribe's sovereign immunity solely for the purpose of actions filed by the County and/or the County Sealer to enforce the Tribe's obligations under the Agreement; and

NOW THEREFORE BE IT RESOLVED, that the General Council hereby approves the Scale Certification Agreement, and authorizes and directs the Tribal Chairman to sign said Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED that the General Council hereby expressly approves the limited waiver of sovereign immunity provision set forth in the Scale Certification Agreement, subject to the express limitations included therein.

CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION, 2018-02 WAS ADOPTED BY THE FORT INDEPENDENCE GENERAL COUNCIL AT A DULY CALLED MEETING OF WHICH A QUORUM WAS PRESENT, HELD ON FEBRUARY 7, 2018, BY A VOTE OF 19 FOR, 0 AGAINST, & 0 ABSTENTIONS.

THIS RESOLUTION IS HEREBY CERTIFIED AS AUTHENTIC AND HAS NOT BEEN CHANGED OR AMENDED IN ANY WAY.



Carl Dahlberg, Chairman

2/7/18
Date



Jack Bracken, Secretary/Treasurer

2/7/18
Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Authorization to increase blanket purchase order to Western Nevada Supply.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(1) Approve an increase in the amount of the blanket purchase order with Western Nevada Supply by \$10,000 to a not to exceed amount of \$22,000 from the DMSP (Department Motor Pool, Solid Waste and Parks and Rec) budgets for the purchase of irrigation supplies. (2) Authorize a purchase order in the amount of \$4,562.00 to Western Nevada Supply for the purchase of four radio modems for the sprinkler system upgrade at Millpond Recreational Area.

SUMMARY DISCUSSION:

On September 19, 2017 your Board approved a blanket purchase order to Western Nevada Supply in an amount of \$10,000 for irrigation supplies throughout the Parks and Campgrounds. The Parks and Recreation department relies heavily on Western Nevada Supply for a wide range of irrigation related supplies. During the midyear budget process an additional \$10,000 was appropriated for needed irrigation upgrades at Millpond. The request for the increase in the blanket purchase order reflects that appropriation. The issuance of this blanket purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

The second purchase order request is for a specific purchase of four radio modems for the sprinkler system at Millpond. Three bids for the modems were obtained and Western Nevada Supply was the lowest bidder. This purchase order is in addition to two previously issued purchase orders for a fertilizer injection system at Millpond and Diaz Lake.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of these purchase orders. The radio modems would not be purchased and other purchases would be subject to a lengthier approval process which would make it difficult to maintain healthy grass and trees at county parks.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Parks and Recreation budget for the 2017/2018 fiscal year budget, Budget 076900, Object Code 5182 and 5630 and Recycling Waste Management budget 045700.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u> yes </u> Date <u> 3-1-18 </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:  3/1/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Authorization to Purchase 660 Gallon Hydro-Pneumatic Epoxy Lined Pressure Tank

DEPARTMENTAL RECOMMENDATION: Authorize a purchase order in the amount of \$11,350, payable to AA Tanks Co, located in Center Line, MI, for the purchase of a 660 Gallon Hydro-Pneumatic Epoxy Lined Pressure Tank.

SUMMARY DISCUSSION: The potable water system at Diaz Lake utilizes a large hydro-pneumatic pressure tank. In late 2017 the County was informed that the tank was failing and would need immediate replacement in order to meet potable water health standards. Due to this need, during the midyear budget review your Board appropriated additional funds for the replacement. The department has now solicited bids for the replacement tank and received two responses as listed below:

- AA Tanks Co. \$11,350.00
- Western Nevada Supply \$14,820.37

It is requested that your Board authorize this purchase with AA Tanks so that the County can continue to provide potable water to visitors at Diaz Lake.

ALTERNATIVES: Your Board could choose not to approve the purchase of this water tank; however water would not be available to Diaz Lake visitors.

OTHER AGENCY INVOLVEMENT:

FINANCING: The purchase of the water tank is budgeted in the Parks and Rec 2017/2018 Budget 076900, Object Code 5640.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u> N/A </u> Date <u> </u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: <u>Yes</u> Date <u>2-27-18</u></div>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date <u> </u>
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DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Richard J. Brown

Date: 2/27/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Approval of Grievance and Complaint policy related to Eastern Sierra Area Agency on Aging (ESAAA) program.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Grievance and Complaint Policy and Procedure for the ESAAA program.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services (HHS), Aging Services program houses the Eastern Sierra Area Agency on Aging (ESAAA) program. The California Department of Aging (CDA) provides administrative oversight to ensure compliance with State and Federal regulatory guidelines. CDA conducts routine monitoring visits of sites authorized to provide services to ensure regulatory compliance by the programs. During a monitoring visit conducted in May 2017, items were identified requiring corrective action by the program. HHS developed a corrective action plan, which included the adoption of a policy that outlines the ESAAA program's Grievance and Complaint policy and procedure. While HHS had a procedure in place to handle grievances and complaints, there were some identified missing elements, including approval by the Governing Board. The attached policy includes the regulatory required language and elements.

The draft ESAAA Grievance and Complaint policy and procedure was placed on the February 14, 2018 ESAAA Advisory Council's agenda for review. The Council reviewed and discussed the draft policy and made a few recommended changes resulting in the finalized draft policy that is before your Board today. HHS is respectfully requesting that your Board review and approve the attached policy.

ALTERNATIVES:




The Board could choose not to approve the policy, resulting in the Department being non-compliant with the State's regulatory requirements. Failure to comply may jeopardize the State and Federal funding available to support the services available through the ESAAA program, resulting in either a reduction in services or an impact on the county-operated Inyo County Growing Older Living with Dignity (IC-GOLD) program, which is funded by the General Fund.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

None.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>YES</u> Date: <u>2/23/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/23/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>2/27/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/28/18

ESAAA

GRIEVANCE & COMPLAINT

POLICY & PROCEDURE

VISION: Older adults in the Eastern Sierra will live informed, active, healthy, and self-directed lives

MISSION: HHS senior services will provide leadership to community systems of care to enhance and protect the quality of life of older adults.

Updated: 2.2018

Introduction

The Eastern Sierra Area Agency on Aging (ESAAA), a division of the Inyo County Department of Health and Human Services, is committed to providing seniors residing in the Planning Service Area of Inyo and Mono counties with the support and assistance necessary to promote their independence, as well as their overall safety and well-being. Services are provided directly and through contractual agreement in a manner that ensures that each individual is treated with fairness and an assessment of need and eligibility is based upon determining if the individual meets the eligibility criteria established by the Older Americans Act and codified in the California Code of Regulations.

ESAAA recognizes that individuals denied services or who are otherwise dissatisfied with the provision of services by ESAAA and/or any contracted provider, have a right to submit a grievance for review and reconsideration. This document is designed to provide guidance to ESAAA staff on the complaint resolution process. The regulations that mandate the specific requirements of this process are cited throughout this document.

Policy

Each Area Agency on Aging is required to establish a grievance process for the disposition of complaint by older individuals or persons authorized to act on behalf of older individuals against the AAA's programs and employees or volunteers of such programs [CCR 7400 (a) (1)]. The grievance process for both the AAA and service providers will contain the following: [CCR 7400 (a) (2) (A-C)].

1. Time frames which a complaint should be acted on
2. Written notification to complainant containing the following information
 - a. Results of the review
 - b. Service providers process must contain a statement that complainant if unsatisfied with results may complain to the AAA
3. Complainants have a right to privacy. Only information relevant to the complaint may be released to the responding party without consent.

ESAAA has an open door policy that encourages feedback regarding its programs and services. Clients, contractors, staff and volunteers are encouraged to provide feedback using open, honest and direct communication in an informal setting. When feedback rises to the level of a complaint, matters should be resolved at the lowest possible level.

All subcontractors and service providers funded by ESAAA are required to establish a written procedure which meets the requirement of California Code of Regulations Title 22, Division 1.8, Department of Aging, Section 7400 – 7406.

Notification Requirements

ESAAA and its contracted service providers shall conform to the following requirements to inform and notify individuals of their complaint resolution process and policies:

VISION: Older adults in the Eastern Sierra will live informed, active, healthy, and self-directed lives

MISSION: HHS senior services will provide leadership to community systems of care to enhance and protect the quality of life of older adults.

1. The agency's Grievance Process must be posted in visible areas that are accessible to clients [CCR 7400 (a) (3) (A)].
2. If a substantial number of older adults served by the program are non-English speaking, the agency's Grievance Process must be posted in the primary language of these individuals [CCR 7400 (a) (3) (A)]. The ESAAA has determined that a substantial amount is 10% of the client population served by the program.
3. Homebound clients must be advised of the agency's Grievance Process either orally or in writing upon contact with the individual or during the Intake process.

Required Information for Filing a Complaint

1. Complaints may involve, but are not limited to, any or all of the following:
 - Amount of a service
 - Duration of a service
 - Denial of a service
 - Discontinuation of a service
 - Dissatisfaction with a service
 - Dissatisfaction with service provider [CCR 7404 (d)]
2. Complaints shall be addressed in writing to the ESAAA Program Manager (Inyo County Health & Human Services, Deputy Director – Aging & Social Services). If the complainant cannot write, the ESAAA Program Manager or their designee will take the complaint orally and write it up for signature [CCR 7404 (b)].
3. Complaints shall include all of the following information [CCR 7404 (c)]:
 - Complainant's name, mailing address, phone number, and e-mail address if available or the person authorized to act on behalf of the complainant
 - The service being reported
 - The name of the service provider
 - The names of all individuals involved
 - The issue of concern or dispute
 - The date, time, and place of occurrence
 - The name of any witnesses, if any
4. When appropriate, complainants may seek other remedies, such as presenting at an open meeting of the AAA governing board or advisory council [CCR 7400 (d)]. When the complaint is about an issue of professional conduct, the complainant shall be referred to the proper agency or licensing board [CCR 7400 (b) (3)].

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Resolving Client Complaints

Contracted Services

Service providers contracted by the ESAAA must establish a written grievance process for reviewing and attempting to resolve complaints of clients [CCR 7400 (a) (2)]. The ESAAA reviews and monitors its contractors' grievance policies. Contractors of the ESAAA shall follow the guidelines below to resolve complaints by or on behalf of clients served by the programs funded and administered by the ESAAA:

First Level of Resolution

- The first level of resolution is handled at the service provider level using the written grievance process and procedures established by the agency. Complaints should be investigated and answered **within 30 days** of receiving the complaint or a time set in the service provider policy, whichever is less [CCR 7402 (a) (1)].
- All complaints received by the California Department of Aging (CDA) for contracted services will be referred to the ESAAA. All complaints received by the ESAAA for contracted services will be directed to the contractor.

Second Level of Resolution – Informal Administrative Review

- Client complaints not resolved at the first level with the contractor may be referred to the ESAAA. The ESAAA will follow its Grievance Policy and abide by the appointed timeline identified in the policy to resolve the complaint.
- Client request for an ESAAA informal administrative review of the complaint must be requested in writing and sent to the ESAAA Program Manager (HHS Deputy Director – Aging & Social Services). If a complainant cannot submit a written complaint, the ESAAA Program Manager or their designee shall take the following actions:
 1. Verbally accept the complaint
 2. Prepare a written complaint
 3. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal administrative review.

ESAAA Program Manager
Informal Administrative Review Request
163 May Street
Bishop, California 93514
Or
(760) 873-3305

VISION: Older adults in the Eastern Sierra will live informed, active, healthy, and self-directed lives

MISSION: HHS senior services will provide leadership to community systems of care to enhance and protect the quality of life of older adults.

- Upon receipt of a request for an ESAAA informal administrative review, the ESAAA Program Manager will perform the following:
 1. Respond to the complaint **within 10 business days** of the receipt of the formal complaint letter and attempt to informally resolve the issue.
 2. If unable to informally resolve - Schedule to meet with the complainant (by phone or in person) **within 10 business days** of attempt to informally resolve the issue.
 3. Conduct any necessary follow-up
- **Within 15 business days** of the meeting with the complainant, the ESAAA Program Manager will perform the following:
 1. Provide the complainant a written copy of the ESAAA Program Manger's decision.
 2. Inform the complainant of his or her right to request a formal administrative hearing before an impartial hearing officer or panel.
 3. Inform the complainant that the request for a hearing must be made either orally or in writing to the ESAAA Director and must be made **within 30 days** of receipt of the ESAAA Program Manager's decision.
 4. Instruct the complainant that the hearing request must include the reasons why he or she feels that the decisions of the contractor and the Program Manager regarding the complaint are not warranted.

Final Level of Resolution

Any complainant dissatisfied with the results of the informal administrative review conducted by the ESAAA Program Manager will have **30 days** from receipt of the decision to request a grievance hearing. This request shall be made either orally or in writing to the ESAAA Director [CCR 7406 (a)].

ESAAA Director
 Grievance Hearing Request
 163 May Street
 Bishop, California 93514
 Or
 (760) 873-3305

The ESAAA Program Manager and the ESAAA Director will set up the hearing following the administrative process listed below: [CCR 7406 (b)]

- The hearing shall be set **within 45 days** after the receipt of the request [CCR 7406 (b) (1) (B)]
- The complainant and all interested parties involved will receive the date, time, and location of the hearing at least **14 days** before the hearing date [CCR 7406 (b) (1) (A) (1)]
- The complainant has the right to be present or ask someone to act on their behalf including legal counsel [CCR 7406 (b) (1) (A) (2)]

VISION: Older adults in the Eastern Sierra will live informed, active, healthy, and self-directed lives

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- The hearing shall be conducted by an impartial hearing officer or panel [CCR 7406 (b) (2) (A) (1)]
- The hearing shall be conducted in an informal manner with testimony being restricted to issues requiring resolution [CCR 7406 (d) (2) (A) (1-2)]
- All parties shall have the right to the following [CCR 7406 (b) (2) (A) (2) (a-c)] :
 1. To be present at the hearing
 2. To present evidence and witnesses
 3. To examine witnesses and other sources of relevant information and evidence
- The hearing shall be recorded verbatim electronically [CCR 7406 (b) (2) (B)]
- Technical rules of evidence and procedure do not apply [CCR 7406 (b) (3)]
- All persons testifying shall be placed under oath or affirmation [CCR 7406 (b) (4)]
- The impartial hearing officer or panel will prepare a proposed written decision based upon all relevant evidence presented and in consideration of the policies, procedures, regulations and laws governing the program no later than **30 days** after the date the hearing was held [CCR 7406 (b) (5)]

At the minimum proposed decision shall contain all of the following:

- A description of each issue
- A statement as to whether the complaint was upheld or denied
- A citation of applicable laws and regulations

The proposed decision is forwarded to the ESAAA Director unless the complaint is against the director. In that case, the proposed decision should be sent to the Chairperson of the Governing Board [CCR 7406 (b) (6)].

No later than 30 days after receipt of the proposed decision, the ESAAA Director or Chairperson of the Governing Board will either adopt the proposed decision as the final decision or write a new final decision [CCR 7406 (b) (7)]. The decision shall be:

- Immediately transmitted to the parties involved [CCR 7406 (b) (8) (A)]
- Is final and not subject to further appeal [CCR 7406 (b) (8) (B)]
- If the appeal is upheld, follow up to ensure that remedies are implemented [CCR 7406 (b) (9)]

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Hearing Process

1. **Introductions:** Explain that the Program Manager is present to provide an overview as to the reason the decision was made and to provide any supporting information needed by the Hearing Officer.
2. **Authorization to Release Information:** Complainant must sign to release information to any other parties they choose to have present or provide an oral authorization on the record.
3. **Overview:**
 - The Program Manager will present documentation and cite appropriate regulations that support the decision made.
 - Complainant presents information to support his/her claim that the decision should be reversed or otherwise changed.
 - Program Manager and Complainant are provided an opportunity to address any outstanding issues as directed by the Hearing Officer
 - Conclusion: Grievance Officer will issue a written response to the Complainant within 10 days and will forward the response to the complainant and to the Program Manager. If the Grievance Officer makes findings in favor of the Complainant, the Program Manager will be notified immediately in order to ensure that any services are put in place as soon as possible.
 - Complainant has the right to appeal the hearing decision to the ESAAA Governing Board and is notified of that right in the response letter.

Hearings will be scheduled at a time and location convenient for the client and may include the use of video-teleconferencing equipment and/or the hearing may be performed by telephone.

Appeal to Governing Board

Should a complainant wish to appeal the decision of the Hearing Officer, they must make a request in writing within ten (10) days of the date of decision to the following address:

Chair, ESAAA Governing Board
163 May Street
Bishop, California 93514

Upon receipt of the request, the ESAAA Director, or their designee, will forward a request to the Governing Board for a date and time to be heard, no later than thirty (30) days from date of receipt. The date, time and place of hearing will be forwarded to the Complainant within five days of receiving a confirmed date.

The Governing Board will hear the item during an open session and make a determination at that time. In the event a continuance is required, the Governing Board will take steps necessary to ensure that a decision is made in a timely manner.

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Should the Complainant not be satisfied with the findings of the Governing Board, the Complainant may contact the following:

California Department of Aging
1300 National Drive, Suite 200
Sacramento, California 95834-1992
(916) 419-7500

ESAAA Direct Services

Each AAA shall establish an informal administrative review process for the resolution of complaints received for services provided directly by the AAA [CCR 7404 (d)]. This informal administrative review is the first level of resolution for the ESAAA's direct services and will be conducted by the ESAAA Program Manager.

- Client request for an ESAAA administrative review of the complaint must be requested in writing and sent to the ESAAA Program Manager (HHS Deputy Director – Aging & Social Services). If a complainant cannot submit a written complaint, the ESAAA Program Manager or their designee shall take the following actions:
 1. Verbally accept the complaint
 2. Prepare a written complaint
 3. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal administrative review.
- Upon receipt of a request for an ESAAA administrative review, the ESAAA Program Manager will perform the following:
 1. Respond to the complaint **within 10 business days** of the receipt of the formal complaint letter and attempt to informally resolve the issue.
 2. If unable to informally resolve - Schedule to meet with the complainant (by phone or in person) **within 10 business days** of attempt to informally resolve the issue.
 3. Conduct any necessary follow-up
- **Within 15 business days** of the meeting with the complainant, the ESAAA Program Manager will perform the following:
 1. Provide the complainant a written copy of the ESAAA Program Manger's decision.
 2. Inform the complainant of his or her right to request a formal administrative hearing before an impartial hearing officer or panel.
 3. Inform the complainant that the request for a hearing must be made either orally or in writing to the ESAAA Director and must be made **within 30 days** of receipt of the ESAAA Program Manager's decision.
 4. Instruct the complainant that the hearing request must include the reasons why he or she feels that the decisions of the Program Manager regarding the complaint are not warranted.

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MISSION: HHS senior services will provide leadership to community systems of care to enhance and protect the quality of life of older adults.

Any complainant dissatisfied with the results of the informal administrative review conducted by the ESAAA Program Manager will have **30 days** from receipt of the decision to request a grievance hearing. This request shall be made either orally or in writing to the ESAAA Director [CCR 7406 (a)].

ESAAA Director
Grievance Hearing Request
163 May Street
Bishop, California 93514
Or
(760) 873-3305

The ESAAA Program Manager and the ESAAA Director will set up the hearing following the administrative process listed below: [CCR 7406 (b)]

- The hearing shall be set **within 45 days** after the receipt of the request [CCR 7406 (b) (1) (B)]
- The complainant and all interested parties involved will receive the date, time, and location of the hearing at least **14 days** before the hearing date [CCR 7406 (b) (1) (A) (1)]
- The complainant has the right to be present or ask someone to act on their behalf including legal counsel [CCR 7406 (b) (1) (A) (2)]
- The hearing shall be conducted by an impartial hearing officer or panel [CCR 7406 (b) (2) (A) (1)]
- The hearing shall be conducted in an informal manner with testimony being restricted to issues requiring resolution [CCR 7406 (d) (2) (A) (1-2)]
- All parties shall have the right to the following [CCR 7406 (b) (2) (A) (2) (a-c)] :
 1. To be present at the hearing
 2. To present evidence and witnesses
 3. To examine witnesses and other sources of relevant information and evidence
- The hearing shall be recorded verbatim electronically [CCR 7406 (b) (2) (B)]
- Technical rules of evidence and procedure do not apply [CCR 7406 (b) (3)]
- All persons testifying shall be placed under oath or affirmation [CCR 7406 (b) (4)]
- The impartial hearing officer or panel will prepare a proposed decision based upon all relevant evidence presented and in consideration of the policies, procedures, regulations and laws governing the program no later than **30 days** after the date the hearing was held [CCR 7406 (b) (5)]

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At the minimum proposed decision shall contain all of the following:

- A description of each issue
- A statement as to whether the complaint was upheld or denied
- A citation of applicable laws and regulations

The proposed decision is forwarded to the ESAAA Director unless the complaint is against the director. In that case, the proposed decision should be sent to the Chairperson of the Governing Board [CCR 7406 (b) (6)].

No later than 30 days after receipt of the proposed decision, the ESAAA Director or Chairperson of the Governing Board will either adopt the proposed decision as the final decision or write a new final decision [CCR 7406 (b) (7)]. The decision shall be:

- Immediately transmitted to the parties involved [CCR 7406 (b) (8) (A)]
- Is final and not subject to further appeal [CCR 7406 (b) (8) (B)]
- If the appeal is upheld, follow up to ensure that remedies are implemented [CCR 7406 (b) (9)]

Hearing Process

4. **Introductions:** Explain that the Program Manager is present to provide an overview as to the reason the decision was made and to provide any supporting information needed by the Hearing Officer.
5. **Authorization to Release Information:** Complainant must sign to release information to any other parties they choose to have present or provide an oral authorization on the record.
6. **Overview:**
 - The Program Manager will present documentation and cite appropriate regulations that support the decision made.
 - Complainant presents information to support his/her claim that the decision should be reversed or otherwise changed.
 - Program Manager and Complainant are provided an opportunity to address any outstanding issues as directed by the Hearing Officer
 - Conclusion: Grievance Officer will issue a written response to the Complainant within 10 days and will forward the response to the complainant and to the Program Manager. If the Grievance Officer makes findings in favor of the Complainant, the Program Manager will be notified immediately in order to ensure that any services are put in place as soon as possible.
 - Complainant has the right to appeal the hearing decision to the ESAAA Governing Board and is notified of that right in the response letter.

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Hearings will be scheduled at a time and location convenient for the client and may include the use of video-teleconferencing equipment and/or the hearing may be performed by telephone.

Appeal to Governing Board

Should a complainant wish to appeal the decision of the Hearing Officer, they must make a request in writing within ten (10) days of the date of decision to the following address:

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Bishop, California 93514

Upon receipt of the request, the ESAAA Director, or their designee, will forward a request to the Governing Board for a date and time to be heard, no later than thirty (30) days from date of receipt. The date, time and place of hearing will be forwarded to the Complainant within five days of receiving a confirmed date.

The Governing Board will hear the item during an open session and make a determination at that time. In the event a continuance is required, the Governing Board will take steps necessary to ensure that a decision is made in a timely manner.

Should the Complainant not be satisfied with the findings of the Governing Board, the Complainant may contact the following:

California Department of Aging
1300 National Drive, Suite 200
Sacramento, California 95834-1992
(916) 419-7500



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Planning Department – Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Yucca Mountain Oversight – Memorandum of Understanding (MOU) between Death Valley National Park (DVNP) and Inyo County for DVNP's use of the Nevares Spring Monitor Well #2 for domestic water supply.

DEPARTMENTAL RECOMMENDATION: Authorize the Chairperson to sign the Memorandum of Understanding between DVNP and Inyo County recognizing DVNP's ownership and agreement for the use of the Nevares Spring Monitor Well #2 for domestic water supply.

SUMMARY DISCUSSION: The County's Yucca Mountain Repository Assessment Office (YMRAO) has worked over many years to investigate groundwater properties in southeast Inyo County in order to evaluate risks of groundwater contamination from the proposed Repository for High Level Nuclear Waste at Yucca Mountain. As part of this work, the County drilled a number of wells in Death Valley through the YMRAO with Federal Grant funding provided to the County as an Affected Unit of Local Government under the Nuclear Waste Policy Act. In August of 2010, the Nevares Spring Monitor Well #2 (Well NvSpMW2) was drilled on the Nevares spring mound in Death Valley National Park for research and monitoring purposes. The purpose of the project was to improve the characterization of groundwater flow between Yucca Mountain and Death Valley as well as to analyze the well for future domestic use.

At present, water is being diverted from both Nevares springs and from Well NvSpMW2 for domestic use. DVNP has identified Well NvSpMW2 as a preferable water source for domestic use, mainly for Cow Creek Village (park housing) and for some park use. DVNP states that the benefits include: no pumping is required as the water flows under pressure from Well NvSpMW2; and water from Well NvSpMW2 is less susceptible to contamination than the other area wells due to the well's depth. Along with providing for domestic water supply, DVNP also believes that since the well can supply water at a higher rate than the collection system can collect, discharge limits can be established for the continued restoration of the Nevares spring mound.


Well NvSpMW2 was originally drilled using federal grant funds for the purpose of groundwater monitoring related to the potential siting of the Yucca Mountain Repository and to determine whether the well could be an potentially used for domestic supply. The proposed MOU provides that DVNP agrees to continue the ongoing monitoring of the well and the County will retain the right to request the data and results of the Well NvSpMW2 monitoring to utilize in the future for any potential Yucca Mountain Repository research and for any other groundwater studies it deems necessary.

ALTERNATIVES: The Board could not approve the MOU. This is not recommended as agreeing to DVNP using the well for domestic water will not change the intended use of Well NvSpMW2 as a groundwater monitoring source for potential Yucca Mountain Repository research.

OTHER AGENCY INVOLVEMENT: DVNP, potentially DOE and the NRC (if the licensing proceedings regarding the proposed Yucca Mountain Repository resume).

FINANCING: The Yucca Mountain Repository Assessment Office has been funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget No. 620605. The MOU will not result in any expenditure of these or other funds by the County. As indicated in the MOU, the County will still have access to monitoring data that will continue to be collected from Well NvSpMW2.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>2/8/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 2/28/18
(Not to be signed until all approvals are received)

Attachment – MOU

Memorandum of Understanding
between
The United States Department of the Interior
National Park Service
Death Valley National Park
and the
Inyo County, California Board of Supervisors

This Memorandum of Understanding (MOU) is entered into by and between Death Valley National Park (hereinafter "Death Valley NP") and the County of Inyo, California Board of Supervisors (hereinafter "Inyo County")

ARTICLE I – BACKGROUND AND OBJECTIVES

In August of 2010 the Nevares Spring Monitor Well #2 (NvSpMW2) was drilled on the Nevares spring mound in Death Valley NP for research and monitoring purposes. The project was managed by the Hydrodynamics Group, LLC with the support of Death Valley NP. The purpose of the project was to improve the characterization of groundwater flow between Yucca Mountain and Death Valley, and it was funded using federal funds provided to Inyo County as an Affected Unit of Local Government under the Nuclear Waste Policy Act. The well was drilled through the Death Valley fault and into the Lower Carbonate Aquifer to a total depth of 330 feet. The well flows under pressure to the surface, and it has a static water level of approximately 13 feet above ground level.

Diversions from Nevares springs are the source of domestic water for the Cow Creek village and NPS offices. Death Valley NP has identified NvSpMW2 as a preferable and more secure source of water because:

- The well requires no power for a pump (it flows under pressure)
- The well would be less susceptible to contamination (water is intercepted at depth, and the hydraulic potential is upward)

While NvSpMW2 was installed for monitoring, it is recognized that converting the system to supply water for domestic and other uses would have environmental and health benefits including:

- Allowing for the restoration of the diverted spring flow to its natural discharge area. The springs support rare plants and eight endemic benthic macroinvertebrate species, and converting the water system to the well allows for the restoration of an estimated 120 gallons per minute (gpm) to the natural discharge area
- Securing and improving the domestic water supply for Cow Creek

ARTICLE II - AUTHORITIES

The agencies represented in this MOU are the following:

Death Valley National Park. Death Valley NP has authority to manage all natural and cultural resources within its boundaries. The Superintendent of Death Valley NP functions as the manager representing Death Valley NP. Death Valley NP is authorized to enter into the MOU under the National Park Service Organic Act (1916), Presidential Proclamation No. 2028 (1933),

California Desert Protection Act (1994), National Park Service Management Policies (2006), National Environmental Policy Act (1970), Federal Water Pollution Control Act (1977), Water Quality Improvement Act (1970), Safe Drinking Water Act (1974, 1986 Amendments), and Executive Order 11990: Protection of Wetlands (1977).

Inyo County, CA. Inyo County funded the drilling of NvSpMW2, using federal funds provided to Inyo County as an Affected Unit of Local Government under the Nuclear Waste Policy Act for research and monitoring purposes. The Inyo County Board of Supervisors has the authority to enter into this MOU.

ARTICLE III – STATEMENT OF WORK

Inyo County agrees that:

- Death Valley NP has the permanent right to use NvSpMW2 as a permanent source of potable water and as a research well that will be managed by Death Valley NP;
- Death Valley NP will not be required to pay Inyo County for the right to use NvSpMW2.

Death Valley NP agrees that:

- It will obtain a license from the California State Water Resources Control Board Division of Drinking Water to use NvSpMW2 as a source of potable water;
- It will connect NvSpMW2 to the Cow Creek water system;
- It will maintain a pressure transducer at the NvSpMW2 wellhead to measure and record water levels;
- It will maintain a flowmeter at the NvSpMW2 wellhead to measure and record discharge;
- It will make the NvSpMW2 wellhead available for scientific sampling through the National Park Service Research Permit and Reporting System;
- It will, upon request by Inyo County, provide monitoring data from NvSpMW2 to Inyo County and other stakeholders;
- It will indemnify and hold the County of Inyo harmless from any liability arising from any and all use of NvSpMW2 by Death Valley NP.

Natural Deterioration or Failure of the Well – Neither party is responsible for naturally occurring deterioration of the well such as casing corrosion or collapse of the uncased borehole.

ARTICLE IV – TERM OF MOU

This MOU will be effective indefinitely from the date of final signature. This MOU shall terminate if the well experiences naturally occurring failure such as collapse of the uncased borehole. In the event of a naturally occurring failure of NvSpMW2, Death Valley NP shall provide written notice to the County of Inyo of such failure and of the termination of this MOU.

ARTICLE V – KEY OFFICIALS AND NOTICE

Any notices required by this MOU shall be provided as follows:

1. Death Valley NP:

Mike Reynolds (or his successor)
Superintendent
Death Valley National Park
P.O. Box 579
Death Valley, CA 92328
(760) 786-3240
mike_reynolds@nps.gov

2. For Inyo County:

Cathreen Richards (or her successor)
Planning Director
Inyo County Planning Department
Yucca Mountain Repository
P.O. Drawer L
168 N. Edwards Street
Independence, CA 93526
(760) 878-0447
crichards@inyocounty.us

Changes in Key Officials – Death Valley NP and Inyo County will provide written notice to the other party concerning the permanent change of a key official. Notice will be provided in advance of such change, if possible, or as soon as possible following the change, if necessary. Notice will include a justification with sufficient detail to evaluate any impacts of the change on the scope of work specified in this MOU.

ARTICLE VI – MODIFICATION

This MOU may be modified only by a written instrument executed by both parties.

ARTICLE VII – STANDARD CLAUSES

A. PUBLIC INFORMATION RELEASE:

1. The parties will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which state or implies Federal Government, Departmental, Bureau, or Federal Government employee endorsement of a product, service, or position which the parties represent. No release of information relating to this MOU may state or imply that the Federal Government approves of the work product of any other party or considers one of the party's work products to be superior to other products or services.

2. The parties will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U. S. Government.”

3. Each party to this MOU will endeavor to coordinate with the other parties prior to the release of information to the public.
 4. The parties agree to include the above provisions of this article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.
- B. **FUNDING:** The parties recognize that any funding commitments made under this agreement are subject to budget authorization and approval by the appropriate agency or government appropriation. Nothing in the agreement shall be construed as obligating any party hereto in the expenditure of funds, or for the future payment of money, greater than appropriations authorized by law.
- C. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 1 12466; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or gender in providing of facilities and service to the public.
- D. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
- E. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- G. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part benefit is for the general benefit of a corporation or company.

ARTICLE VIII - SIGNATURES



Mike Reynolds, Superintendent, Death Valley NP



Signature and date

Mark Tillemans, Chairperson Board of Supervisors, Inyo County

Signature and date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
14

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Adoption of the plans and specifications for the South County Striping Project, and authorization to advertise for bids.

DEPARTMENTAL RECOMMENDATIONS: Request your Board to:

1. Adopt the plans and specifications for the South County Striping Project; and
2. Authorize the Public Works Director to advertise for bids for the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The South County Striping Project is a Highway Safety Improvement Program (HSIP) project funded through the Federal Highway Administration. The project will add edge lines to four Rural Major Collectors in the southeastern portion of Inyo County: Trona-Wildrose Road, Panamint Valley Road, Old Spanish Trail Highway, and Stateline Road. Edge lines are an extremely cost effective measure for decreasing the number of accidents where a vehicle inadvertently veers off the roadway, which account for the majority of accidents seen on these roads.

ALTERNATIVES:



Your Board could direct the Public Works Department to make changes to the Plans and Specifications or decide not to advertise the project. This is not recommended as Caltrans has already reviewed the bid documents and approved construction funding; project delays have the potential to jeopardize funding.

OTHER AGENCY INVOLVEMENT:

County Counsel to review and approve contract documents.

FINANCING: The cost for the construction and construction engineering will be paid through budget unit 034601: State Funded Road, object code 5743: Striping & Rumble Strip – HSIP. This project is 100 percent federally reimbursable.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>YES</u> Date <u>3/28/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>eyes</u> Date <u>3/5/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 3/5/18
 (Not to be signed until all approvals are received)



**FOR CONSTRUCTION ON COUNTY ROADS
IN INYO COUNTY**

South County Striping Project

Panamint Valley Rd.
Trona Wildrose Rd.
Old Spanish Trail Hwy.
State Line Rd.
Inyo County, CA

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

PROJECT NO. TR-16-050

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South County Striping Project

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NOTICE INVITING BIDS

For

South County Striping Project

Panamint Valley Rd.
Trona Wildrose Rd.
Old Spanish Trail Hwy.
State Line Rd.
Inyo County, CA

March 2018

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**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT**

NOTICE INVITING BIDS

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

South County Striping Project

The project location is briefly described below:

Old Spanish Trail Hwy from Nevada State Line to CA Hwy 127, 30.1 miles
Panamint Valley Rd. from CA Hwy 190 to Trona Wildrose Rd., 13.9 miles
Trona Wildrose Rd. from Panamint Valley Rd. south to Inyo County line, 28.6 miles
State Line Rd. from CA Hwy 127 to Nevada State Line, 5.2 miles

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$65.00 will be charged for each Bid Package.

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

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

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

South County Striping Project TR-16-050

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on _____, 2018** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

General Work Description:

The South County Striping Project (Project Number TR-16-050) consists of installing 4" white edge lines on both sides of 77.8 miles of highway on four road sections in Southern Inyo County; State Line Rd., Panamint Valley Rd., Trona Wildrose Rd. and Old Spanish Trail Hwy. The operations will also require the implementation of a traffic control plan. You must perform, place, construct or install other items and details not mentioned here as shown on the plans and as described in the special provisions and Standard Specifications.

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

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

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

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

No pre-bid meeting has been scheduled for this project. However, bidders are encouraged to visit the site prior to preparing their bid.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49 CFR 26. The South County Striping Project involves federal funds. Therefore, Disadvantage Business Enterprise (DBE) provisions apply to these projects. **This project has a Disadvantaged Business Enterprise (DBE) contract goal of 0% due to the lack of subcontracting opportunities.**

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

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

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

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

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

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

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

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

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1-1.02, "Definitions and Terms," of the special provisions relating to this project, and Section 1 of the Department of Transportation Standard Specifications, dated 2010.

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

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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


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

Kevin Carunchio
County of Inyo
Purchasing Department
224 N. Edwards St.

Independence, CA 93526

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

County of Inyo
Public Works Department


Clint Quilter, P.E.
Director of Public Works

Dated: March 2018

BID PROPOSAL FORMS

For

South County Striping Project

Panamint Valley Rd.
Trona Wildrose Rd.
Old Spanish Trail Hwy.
State Line Rd.
Inyo County, CA

PROJECT NO. TR-16-050

March 2018

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BID PROPOSAL FORM

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

From: _____

(Herein called the "Contractor").

FOR: South County Striping Project
NO. TR-16-050
(Herein called "Project")

Bids will be opened at 3:30 A.M., on _____, 2018 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

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

In submitting this bid, it is understood that:

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

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of

the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **twenty (20) working days** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

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

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

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

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

ACCEPTANCE:

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

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

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

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

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column

for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.

- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

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

BASE BID ITEM LIST
South County Striping Project
PROJECT NO. TR-16-050

BIDDER'S COMPANY NAME: _____

ABBREVIATIONS:

LS = LUMP SUM
 LN = LINEAR FOOT

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUAN	ITEM PRICE	TOTAL DOLLARS
1	Mobilization/Demobilization	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	4" White Traffic Stripe (one coat) with Glass Beads	LF	802,560	\$	\$

TOTAL BID (IN NUMBERS) _____

TOTAL BID (IN WORDS) _____

REVIEWED AND CHECKED BY: _____

(For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within twenty (20) working days as required by **Section 8** of the Special Provisions.

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:
 (Note: Check and complete one of the following items)

() Bid bond issued by _____,
 an admitted corporate surety on the form provided in the bid package.

() Certified/cashier's check No. _____ issued by _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

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

WARNING:

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

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ()

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

Contractor's License No. _____, State of _____, Type _____

License Expiration Date _____

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

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
Name:							<input type="checkbox"/> <\$1 million	
City, State:							<input type="checkbox"/> <\$5 million	
Name:							<input type="checkbox"/> <\$10 million	
City, State:							<input type="checkbox"/> <\$15 million	
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	
Name:							<input type="checkbox"/> <\$5 million	
City, State:							<input type="checkbox"/> <\$10 million	
Name:							<input type="checkbox"/> <\$15 million	
City, State:							Age of Firm: ___ yrs.	
Name:							<input type="checkbox"/> <\$1 million	
City, State:							<input type="checkbox"/> <\$5 million	
Name:							<input type="checkbox"/> <\$10 million	
City, State:							<input type="checkbox"/> <\$15 million	
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	
Name:							<input type="checkbox"/> <\$5 million	
City, State:							<input type="checkbox"/> <\$10 million	
Name:							<input type="checkbox"/> <\$15 million	
City, State:							Age of Firm: ___ yrs.	
Name:							<input type="checkbox"/> <\$1 million	
City, State:							<input type="checkbox"/> <\$5 million	
Name:							<input type="checkbox"/> <\$10 million	
City, State:							<input type="checkbox"/> <\$15 million	
Name:							Age of Firm: ___ yrs.	
City, State:							<input type="checkbox"/> <\$1 million	
Name:							<input type="checkbox"/> <\$5 million	
City, State:							<input type="checkbox"/> <\$10 million	
Name:							<input type="checkbox"/> <\$15 million	
City, State:							Age of Firm: ___ yrs.	

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: ___ yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

South County Striping Project

In conformance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

South County Striping Project

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

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

Yes No

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

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

South County Striping Project

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)
South County Striping Project

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

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only:</p> <p style="text-align: right;">year _____ quarter _____</p> <p style="text-align: right;">date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known</p> <p style="padding-left: 40px;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="padding-left: 40px;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="padding-left: 40px;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: 0%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation \$ _____
_____ %

Signature of Bidder

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

- Distribution:**
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 - (2) Copy – Include in award package to Caltrans District Local Assistance
 - (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE 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.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE 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 DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

South County Striping Project

CASHIER'S OR CERTIFIED CHECK

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[

]

ATTACH CHECK HERE

[

]

Bidder (print name): _____

South County Striping Project

PROJECT NO. TR-16-050

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **South County Striping Project**, in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said county, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the county that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

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

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

Principal

(SEAL)

By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

FEDERAL MINIMUM WAGE RATES

General Decision Number: CA150031 01/02/2015 CA31

Superseded General Decision Number: CA20140031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work);

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling);

HIGHWAY CONSTRUCTION PROJECTS.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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CONTRACT AND BONDS

Contains:

Inyo County Standard Construction Contract No. 147

Faithful Performance Bond

Labor and Materials Payment Bond

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

_____, **CONTRACTOR**

for the

_____, **PROJECT**

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

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

Title: _____ **PROJECT**

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)

and _____
(Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

defined in the amount of _____

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

SPECIAL PROVISIONS

FOR

South County Striping Project

Panamint Valley Rd.

Trona Wildrose Rd.

Old Spanish Trail Hwy.

State Line Rd.

Inyo County, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

South County Striping Project
Panamint Valley Rd.
Trona Wildrose Rd.
Old Spanish Trail Hwy.
State Line Rd.
Inyo County, CA

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



Director of Public Works

2/1/18

Specifications Approval Date

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SOUTH COUNTY STRIPING PROJECT
PROJECT NO. TR-16-050
SPECIAL PROVISIONS
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STANDARD PLANS LIST

The Standard Plan sheets applicable to this Contract include those listed below. The applicable Revised Standard Plans (RSP's) listed below are available at the following website: http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new15.htm
A20B Pavement Markers and Traffic Lines

INYO COUNTY PUBLIC WORKS DEPARTMENT SOUTH COUNTY STRIPING PROJECT TR-16-050

SPECIAL PROVISIONS

DIVISION 1 – GENERAL PROVISIONS

SECTION 1: GENERAL

1-1.01 GENERAL

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

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

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

1-1.07 DEFINITIONS

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

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

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

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

SECTION 2: BIDDING

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

2-1.01 GENERAL

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

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

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

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

- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of

this contract or such other remedy, as the recipient deems appropriate. **Each subcontract signed by the bidder must include this assurance.**

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

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

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

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

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

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

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

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

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

2-1.12 DISADVANTAGED BUSINESS ENTERPRISE GOAL

2-1.12B(1) GENERAL – The Standard Specifications is amended to read:

South County Striping Project – Special Provisions

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

2-1.12B DBE COMMITMENT SUBMITTAL – The Standard Specifications is amended to read:

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

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

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

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

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

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

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

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

Electronic bids will not be accepted.

SECTION 3: CONTRACT AWARD AND EXECUTION

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

3-1.01 GENERAL

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

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

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

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

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

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

Contractor shall provide the following Surety Bonds:

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

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

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

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

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

SECTION 5: CONTROL OF WORK

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

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

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

5-1.13B DISADVANTAGED BUSINESS ENTERPRISE – The Standard Specifications is amended to read:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

This Project has a **Disadvantaged Business Enterprise (DBE) goal of 0%** due to the lack subcontracting opportunities.

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

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

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

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

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

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

SECTION 6: CONTROL OF MATERIALS

6-2.02 QUALITY CONTROL

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

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall also comply with the provisions of the **Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.)** and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

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

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

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

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

1. As used in the specifications:

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

b. “Minority” includes:

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

- ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
 - iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this Contract, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California (Nondiscrimination) Construction Contract Specifications, either directly or through incorporation by reference.
 3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.
 4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
 5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
 6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Deleted
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their

cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

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

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports

relating to the provisions hereof as may be required by OCP, and to keep records. Records for each employee shall at least include the employee's name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

7-1.02K LABOR CODE

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

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

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

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

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

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

7-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications.

7-1.05 INDEMNIFICATION

The Standard Specifications is amended to read:

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

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

7-1.06 INSURANCE

Add to Section 7-1.06A:

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

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

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

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

7-1.06B Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

7-1.06D Deductibles and Self-Insured Retentions

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

7-1.06E Other Insurance Provisions

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

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy
2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any

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

7-1.06F Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Unless otherwise acceptable to the county. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

7-1.06G Verification of Coverage

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

7-1.06H Waiver of Subrogation

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

7-1.06I Subcontractor

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

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

7-1.11B FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS

1. General
2. Nondiscrimination
3. Non-segregated Facilities
4. Davis-Bacon and Related Act Provisions
5. Contract Work Hours and Safety Standards Act Provisions
6. Subletting or Assigning the Contract

7. Safety: Accident Prevention
8. False Statements Concerning Highway Projects
9. Implementation of Clean Air Act and Federal Water Pollution Control Act
10. Compliance with Government-wide Suspension and Debarment Requirements
11. Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower- tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO

policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion,

transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

Training and Promotion:

- e. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - f. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - g. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - h. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
6. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for

membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

7. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

9. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted

contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

10. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1 Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or

any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

11. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/whinstr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- c. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- d. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.
- e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- f. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

12. Apprentices and trainees

- g. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the

Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

h. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition,

any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- i. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- j. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 13 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 14 **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 15 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 16 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 17 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 18 **Certification of eligibility.**
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3 **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1 The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project;
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2 The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3 The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4 No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

- 5 The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1 In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2 It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3 Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1 That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2 That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later

determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- k. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- l. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- m. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- n. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- o. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

- p. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- q. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- r. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- s. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- t. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- u. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*****Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1 The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3 The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be in at all such recipients shall certify and disclose accordingly.

7-1.11C FEMALE AND MINORITY GOALS – Amend the Standard Specifications to read as follows:

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000. The nationwide goal for female utilization is **6.9 percent**. The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] for Inyo County is **24.6 percent**.

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

South County Striping Project – Special Provisions

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

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

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7-1.11F USE OF UNITED STATES FLAG VESSELS – Add the following section to the Standard Specifications

The CONTRACTOR agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION 8: PROSECUTION AND PROGRESS

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

8-1.03 PRE-CONSTRUCTION CONFERENCE

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

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

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.

- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.
- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.
- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:
 - (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
 - (2) Submit a 72-hour notice
 - (3) Obtain an encroachment permit from the Department
 - (4) Receive the Department's authorization to start
 - (5) Perform work at your own risk
 - (6) Perform work under the Contract

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

The Contractor shall diligently prosecute the project to completion before the expiration of **twenty (20) working days** after the date that is deemed to be Contractor's first working day.

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

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

SECTION 9: PAYMENTS

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

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

Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or

subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

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

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

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

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

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

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not

place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.

- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

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

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

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

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

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

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

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

market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

9-1.17D(3) FINAL DETERMINATION OF CLAIMS – Replace the 3rd and 4th paragraph with: The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

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

9-1.12 ARBITRATION – Amend the Standard Specifications to read:

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

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

Section 20104.4 of the Public Contract Code provides:

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

B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986 (Article 3** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure**) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de

novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6 of the Public Contract Code provides:

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

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

Section 9204 of the Public Contract Code provides:

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

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

c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION II – GENERAL CONSTRUCTION

SECTION 14: ENVIRONMENTAL STEWARDSHIP

14-1.02 ENVIRONMENTALLY SENSITIVE AREAS – Add the following to the Standard Specifications:

On State Line Road the edge of pavement constitutes an Environmentally Sensitive Area (ESA) and no work activity may occur beyond the ESA line.

14-2.03 ARCHAEOLOGICAL RESOURCES

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

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated within **Section 4-1.06, “Differing Site Conditions,”** of the Standard Specifications.

14-6 BIOLOGICAL RESOURCES – Add the following to the Standard Specifications:

The project area contains two species of concern:

1. Desert Tortoise: listed as threatened on the CA and Federal Endangered Species List
2. Amargosa Nitrophila: a California and federal endangered plant species

A Pre-Construction Training will be given to all workers to give directions for avoiding impacts to these species. In addition, the following measures must be followed:

- If evidence of a desert tortoise is discovered within the project site, immediately stop work within 100 ft and notify the Engineer.
- All vehicles and equipment will stage on paved surfaces.
- Areas below all vehicles and equipment will be inspected prior to operation to prevent the injury or death of wildlife that may hide or seek shade under vehicles or equipment.
- All contractors will be prohibited from feeding wildlife to prevent attracting sensitive species to the project site.

14-10 SOLID WASTE DISPOSAL AND RECYCLING – Add the following to the Standard Specifications:

All trash and food items must be contained in closed (raven-proof) containers and removed daily.

Upon project completion, construction refuse must be removed from site and properly disposed.

SECTION 84: MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

The bidder's attention is directed to the provisions in **Section 84-2.02 C – D, MATERIALS – Paint and Glass Beads**, and in **Section 84-2.03, "CONSTRUCTION"** of the Standard Specifications and these Special Provisions.

The work for this item shall consist of installing edge striping per Caltrans Standard Plans and Project Plans. Striping shall be applied in one coat (at a rate of 107 sqft/gal), including application of glass beads (at a rate of 5 lbs/gal).

Traffic stripe paint shall conform to the requirements in State Specification No. PTWB-01. Glass beads shall conform to State Specification No. 8010-004.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

INDEX OF SHEETS

1. TITLE, LOCATION AND NOTES
2. SITE 1-3: PLAN SHEET
3. SITE 4: PLAN SHEET



COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

PLANS FOR THE
SOUTH COUNTY STRIPES PROJECT
Panamint Valley Rd., Trona Wildrose Rd.
Old Spanish Trail Hwy. & State Line Rd.
INYO COUNTY, CA

PROJECT NO. TR-16-050
FEDERAL PROJECT NO. HSIPL 5948(090)

GENERAL NOTES

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.

PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, AND OTHER GOVERNING REGULATIONS.

ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.

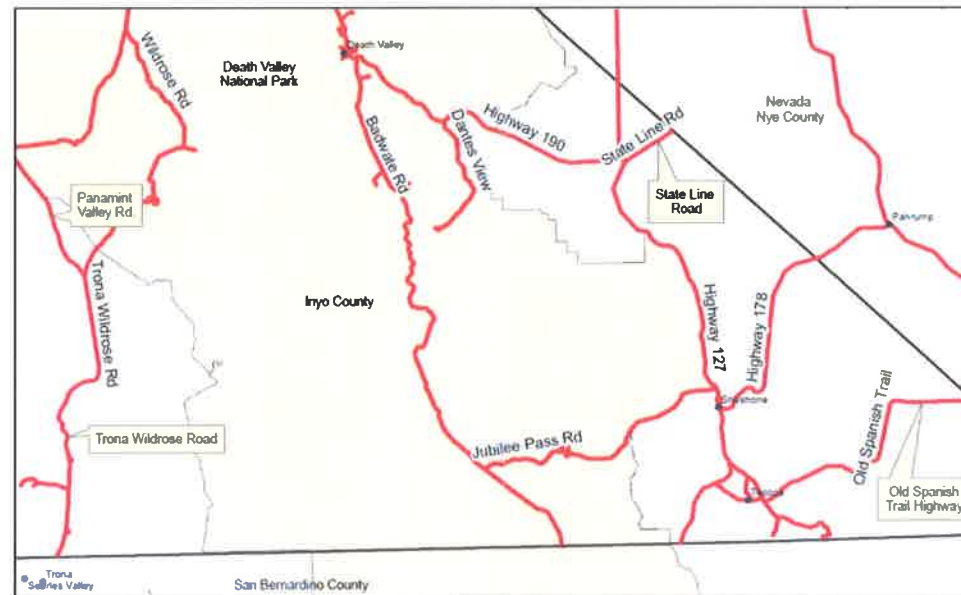
INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.

THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.

IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.



PROJECT AREA



PROJECT VICINITY MAP
NOT TO SCALE

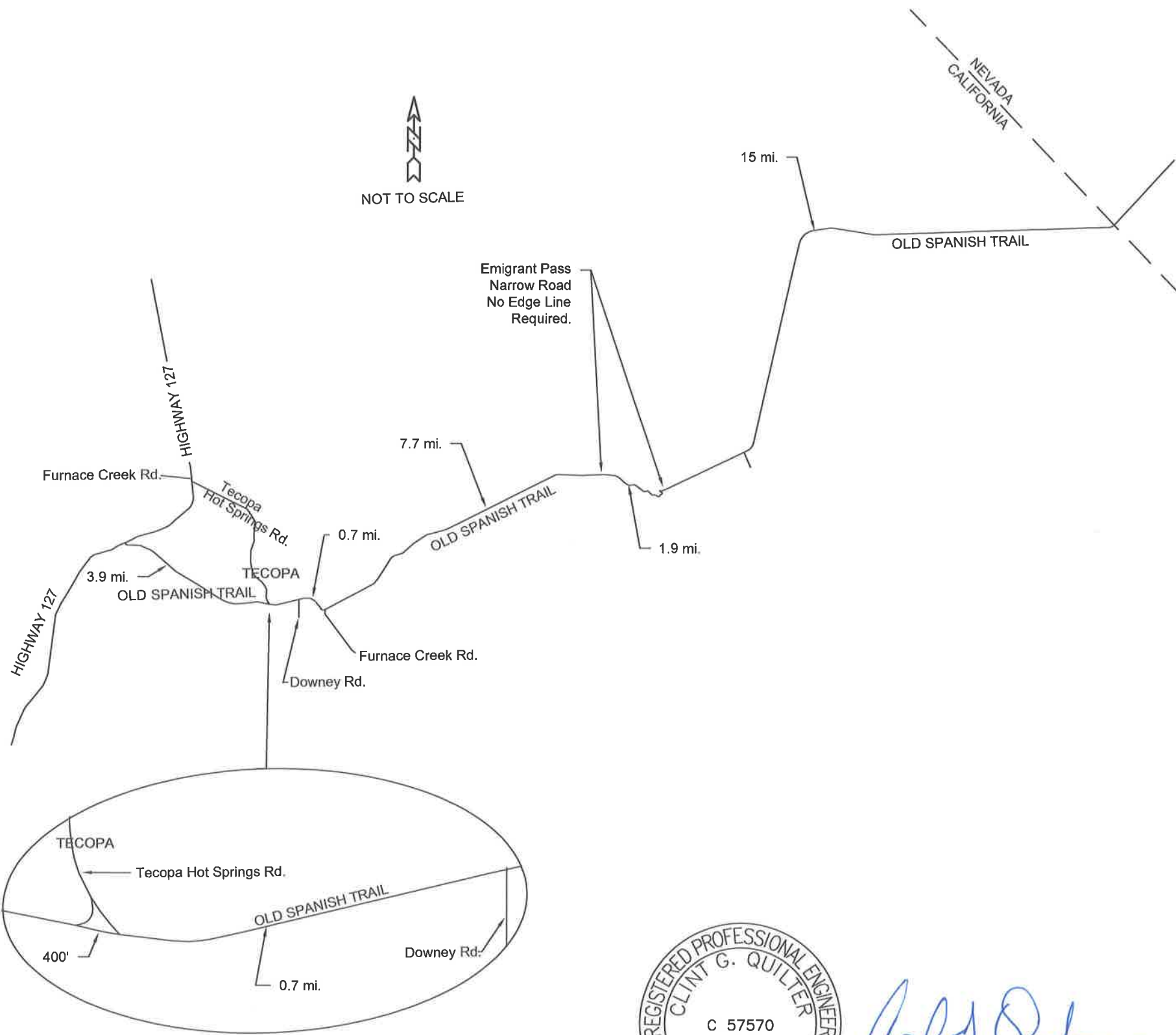


Clint G. Quilter
CLINT G. QUILTER, DIRECTOR
INYO COUNTY PUBLIC WORKS

2/1/18
DATE

Edge Striping Project	
SITE	Southern Inyo County
1	Panamint Valley Rd. from Hwy 190 to Trona Wildrose Rd.
2	Trona Wildrose Rd. from Panamint Valley Rd. to County Line
3	State Line Rd. from NV State Line to Hwy 127
4	Old Spanish Trail Hwy. from NV State Line to Hwy 127

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		SOUTH COUNTY STRIPES Panamint Valley Rd., Trona Wildrose Rd., Old Spanish Trail Hwy., & State Line Rd. INYO COUNTY, CA	
Drawn by: JMP	Date: JAN. 2018	Checked By: AH	Date: JAN. 2018
Date: JANUARY 2018	Drawing Name: South County Stripes Planing	SHEET 1 OF 3	



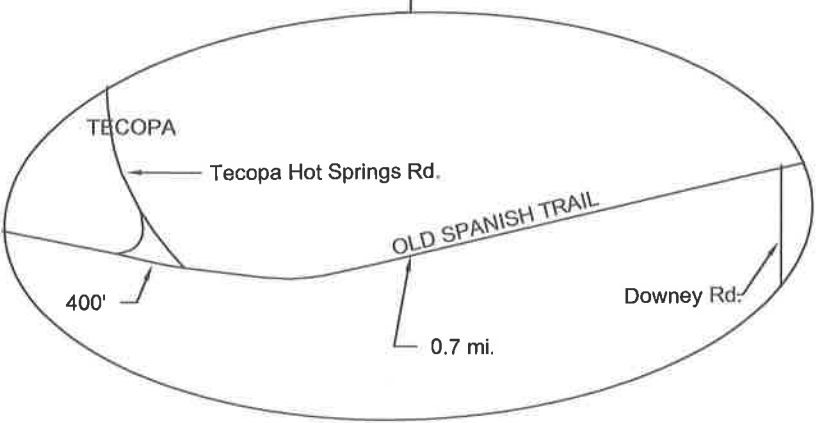
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NOT TO SCALE

PAINT NEW EDGE LINES ON OLD SPANISH TRAIL HIGHWAY

- Old Spanish Trail Highway from Nevada State Line to start of Emigrant Pass and from end of Emigrant Pass to CA Highway 127
- 10.5' lanes
 - Paint 4" White Edge Line on both sides
 - One coat with Caltrans glass beads
- Emigrant Pass = Narrow Lanes
- No Edge Line Req'd from end of tangent section to end of curves.
 - Paint 10.5' Edge Lanes until pavement narrows

Edge Lines to be broken at the following road locations:
 Furnace Creek Rd.
 Downey Rd.
 Tecopa Hot Springs Rd. Intersection

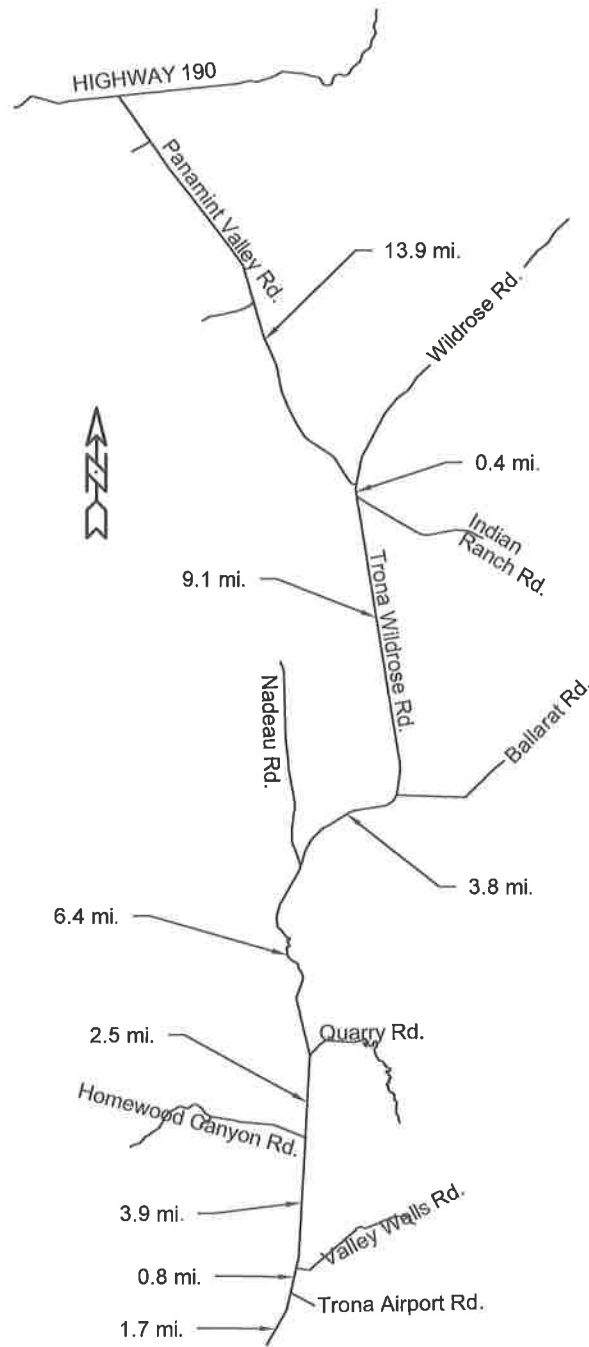
- as per CA-MUTCD Sec. 3B.06
- .02 ...edge line markings shall not be continued through intersections or major driveways
 - .05 Edge line markings should not be broken for minor driveways
 - .10 Generally, the solid edge line should be dropped at the beginning of intersection flares.



Clint G. Quilter
 CLINT G. QUILTER, DIRECTOR
 INYO COUNTY PUBLIC WORKS

2/1/18
 DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		SOUTH COUNTY STRIPES Panamint Valley Rd., Trona Wildrose Rd., Old Spanish Trail Hwy., & State Line Rd. INYO COUNTY, CA	
Drawn by: JMP	Date: JAN. 2018	Checked By: AH	Date: JAN. 2018
Date: JANUARY 2018		Drawing Name: South County Stripes Painting	



PAINT NEW EDGE LINES ON PANAMINT VALLEY RD & TRONA WILDROSE RD.

Panamint Valley Rd. from Hwy 190 to Trona Wildrose Rd.

- 10.5' lanes
- Paint 4" White Edge Line on both sides
- One coat with Caltrans glass beads

Edge Lines to be unbroken along Panamint Valley Rd. unless pavement narrows to less than 10.5' lanes, then suspend edge lines until pavement widens.

Trona Wildrose Rd. from Panamint Valley Rd. to San Bernardino County Line

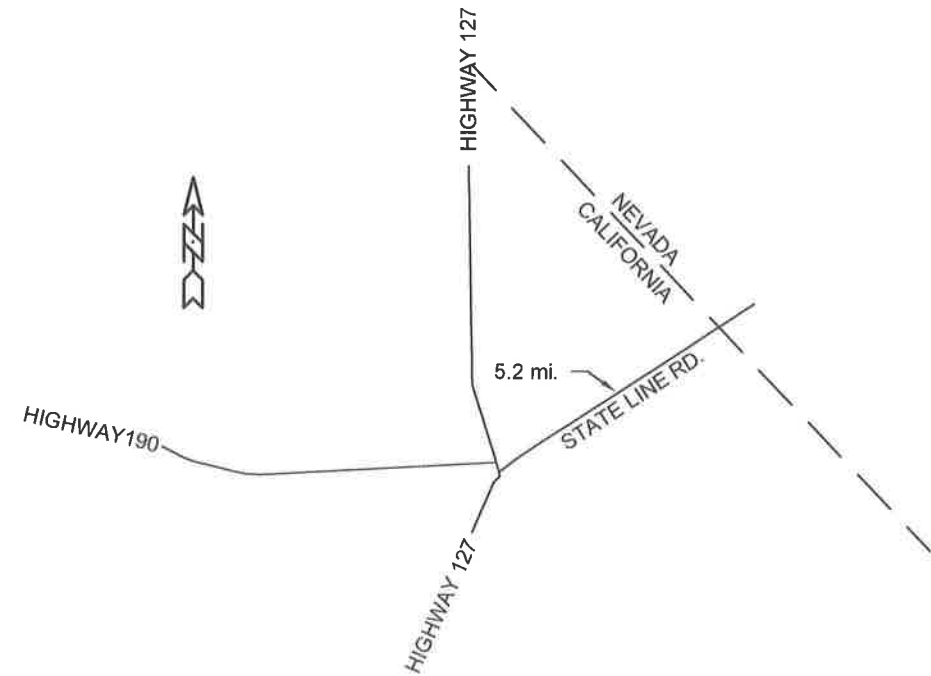
- 11' lanes
- Paint 4" White Edge Line on both sides
- One coat with Caltrans glass beads

Edge Lines to be broken at the following road locations:

- Indian Ranch Rd.
- Ballarat Rd.
- Nadreau Rd.
- Quarry Rd.
- Homewood Canyon Rd.
- Valley Wells Rd.
- Trona Airport Rd.

as per CA-MUTCD Sec. 3B.06

- .02 ...edge line markings shall not be continued through intersections or major driveways
- .05 Edge line markings should not be broken for minor driveways
- .10 Generally, the solid edge line should be dropped at the beginning of intersection flares.



PAINT NEW EDGE LINES ON STATE LINE RD

State Line Rd. from Hwy 127 to CA / NV State Line.

- 12' lanes
- Paint 4" White Edge Line on both sides
- One coat with Caltrans glass beads

Edge Lines to be unbroken along State Line Rd.



Clint G. Quilter
 CLINT G. QUILTER, DIRECTOR
 INYO COUNTY PUBLIC WORKS

2/1/18
 DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		SOUTH COUNTY STRIPES Panamint Valley Rd., Trona Wildrose Rd., Old Spanish Trail Hwy., & State Line Rd. INYO COUNTY, CA	
Drawn by: JMP Date: JAN. 2018	Checked By: AH Date: JAN. 2018	Date: JANUARY 2018	Drawing Name: South County Stripes Painting SHEET 2 OF 3



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: Dave Stottlemyre, Assessor

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request approval to fill vacant position with an Office Technician I or II.

DEPARTMENTAL RECOMMENDATION: Request your Board finds that, consistent with the adopted Authorized Position Review Policy:

The availability of funding one Office Technician position comes from the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and Approve the hiring of an Office Technician I at range 55 (\$3,150-\$3,830) or Office Technician II at range 59 (\$3,457-\$4201) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: This office currently has a vacant position due to our Office Technician II transferring to another county department. The tasks assigned to this position are vital to the Assessor and his ability to serve the public interests.

ALTERNATIVES: Your Board could choose not to approve the hiring of this position, but this would negatively impact the daily operations of the Assessor's office.

OTHER AGENCY INVOLVEMENT: Inyo County Personnel Department.

FINANCING: Funding for this position is from the General Fund. This position is currently budgeted for in the Assessor's budget 010600, in the Salaries and Benefits object code.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/22/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>Kr for SDishion</u> Date <u>2/21/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



Date: 2-22-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: Dave Stottlemyre, Assessor

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request to fill a vacant Office Technician I BPAR Position

DEPARTMENTAL RECOMMENDATION: Request your Board finds that, consistent with the adopted Authorized Position Review Policy:

The availability of funding one Office Technician I BPAR position comes from the General Fund, as certified by the Assessor and concurred with by the County Administrator and Auditor-Controller; and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and Approve the hiring of an Office Technician I BPAR at range 55PT (\$16.88 - \$20.52 per hour).

CAO RECOMMENDATION:

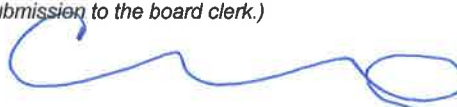
SUMMARY DISCUSSION: The current Office Technician I BPAR has left employment with the Assessor's office. The tasks assigned to this position are vital to the Assessor and his ability to serve the public interests.

ALTERNATIVES: Your Board could choose not to approve the hiring of this position, but this would negatively impact the daily operations of the Assessor's office.

OTHER AGENCY INVOLVEMENT: Inyo county Personnel Department.

FINANCING: Funding for this position is from the General Fund. This position is currently budgeted for in the Assessor's budget 010600, in the Salaries and Benefits object code.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>2/21/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>KR for Dishion</u> Date <u>2/21/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



Date: 2-21-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
17

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

FROM: Health & Human Services/ Public Health & Prevention Division

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Contract Amendment A05 between the County of Inyo and the California Department of Public Health for Emergency Preparedness

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the Amendment Number 05 to the Standard Agreement Number 14-10507 between the County of Inyo and the California Department of Public Health (CDPH) for the provision of Local Public Health Emergency Preparedness, which extends the term of the agreement through State Fiscal Year (SFY) 2017/18 and increases the maximum amount payable under the original agreement by a net amount of \$1,561.00, for a total amount not to exceed \$880,729.00; authorize Marilyn Mann, Director of Health and Human Services, to sign the Standard Agreement Amendment and Certification Attachment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is a one-year extension to our previous three-year contract for disaster preparedness, including the Public Health Emergency Preparedness (PHEP), Hospital Preparedness Program (HPP), and Pandemic Influenza (Pan Flu) grants, allowing us to continue to complete scope-of-work activities and continue to spend down remaining funds (excluding salaries) during the SFY 2017-18.

The following specific changes are made by Amendment number A05:

- I. The purpose of this amendment is to revise Exhibit B, Budget, to shift funds between categories to better compensate contractor for actual services performed. This will allow the contractor to complete the services outlined in the scope of work (SOW) revised in amendment four (A04).
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline** Text deletions are displayed as strike through text (i.e., strike through)
- III. Exhibit B-Attachment 4 is hereby replaced in its entirety.

The funds the county will receive pursuant to Amendment Number A05 will not be used to supplant existing funding and will be spent according to the budget approved by the CDPH. The signed certification assures the CDPH that the funds were not supplanted for Emergency Preparedness expenditures; that reports concerning the funds are accurate; and the funds were placed in the trust fund and used only according to the County Emergency Preparedness Plan and Budget.

ALTERNATIVES:




The Board could choose not to ratify and approve the Amendment and/or not authorize Marilyn Mann to sign the Amendment and Attachment. This is not recommended because extending the contract term allows Public Health, hospital, and pre-hospital EMS providers to complete scope-of-work activities in fiscal year 2017-18, and allows Inyo County to continue spend remaining Emergency Preparedness funds (excluding salaries).

OTHER AGENCY INVOLVEMENT:

Emergency Operations Coordinator, Inyo County Sheriff, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, medical providers and schools.

FINANCING:

State and Federal funding. PHEP and HPP funds are brought into individual trust accounts as required by CDPH (105102 & 105103) and later transferred into the Health budget to reimburse for reported expenditures. Pan Flu monies are directly deposited into Health 045100, State Grants (4498). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/9/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/9/18</u>
DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) 	Date: <u>2/12/18</u>

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

Check here if additional pages are added: 0 Page(s)

Agreement Number 14-10507	Amendment Number 05
Registration Number:	



1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Inyo County	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014 through June 30, 2018**
3. The maximum amount of this Agreement after this amendment is: **\$ 880,729.00**
 Eight Hundred Eighty Thousand Seven Hundred Twenty Nine Dollars and No Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. The purpose of this amendment is to revise Exhibit B, Budget, to shift funds between categories to better compensate contractor for actual services performed. This will allow the contractor to complete the services outlined in the scope of work (SOW) revised in amendment four (A04).
 - II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike through).
 - III. Exhibit B – Attachment 4 is hereby replaced in its entirety.

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Inyo County		
By(Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Marilyn Mann, Director		
Address 207 A West Shouth Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: HSC 101319
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeff Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Ave, Suite 74.262 MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit B - Attachment 4
Inyo County Budget Cost Sheet - Year 3

2016 - 2017 2018 PROJECT BUDGET	CDC PHEP Base Funds	Laboratory Funds	Laboratory Training Funds	City of Readiness Inhibitory Funds	HPP Funds	GFPP	TOTALS
Other Costs							
Scholarship and Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training	\$10,821	\$0	\$0	\$0	\$6,043	\$0	\$16,864
Exercise Materials	\$3,372	\$0	\$0	\$0	\$7,064	\$0	\$10,436
Maintenance Agreements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs Subtotal	\$14,263	\$0	\$0	\$0	\$8,043	\$0	\$22,306
Total Direct Costs	\$116,336	\$0	\$0	\$0	\$124,462	\$50,360	\$291,158
Total Indirect Costs (45% 24%, 46% 25%, 43% 45% 21.5% of Total Personnel and Fringe Benefits)	\$16,585	\$0	\$0	\$0	\$16,189	\$10,248	\$45,022
Total Costs	\$134,921	\$0	\$0	\$0	\$140,650	\$60,608	\$336,178

Out of State Travel:

Supplies means: consumables office supply these are item that may be destroyed, dissipated, wasted are products that consumers buy recurrently i.e., items which "get used up" or discarded.

For example consumable office supplies are such products as paper, pens, file folder, binders, post-it notes, computer disks, and toner or ink cartridges, etc.

Note: Supplies do not include capital goods such as computers, fax machines, and other business machines or office furniture these would need to be set up in their own line item.

Note: Budget should link back to the SOW i.e., subcontractors/conferences/meeting/training/travel/printing/major equipment etc.... these types of services must be identified in the SOW (who/what/when and where)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Contract between the County of Inyo and the California Department of Public Health for Immunization Outreach Program

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify and approve Agreement Number 17-10320 between the County of Inyo and the California Department of Public Health (CDPH) for the provision of immunization services in an amount not to exceed \$197,715 for the period of July 1, 2017 through June 30, 2022, contingent upon Board's approval of future budgets, and authorize the Director of Health and Human Services to sign the Standard Agreement and Certification Regarding Lobbying.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is coming before the Board late due to the contract being released by CDPH in January 2018. The contract was routed immediately upon receipt.

The Immunization Outreach Program provides vaccinations to children of all ages to assure compliance with the recommended childhood immunization schedule. Outreach activities include education and onsite delivery of vaccinations during outreach clinics. Assistance is provided to preschools, and schools, with Kindergarten and grades 7th through 12th, to meet state reporting requirements. Staff provides training on how to access and utilize the statewide immunization registry to local medical providers. Staff also works with Vaccine for Children providers in the county on vaccine issues and program changes.

ALTERNATIVES:

The Board could choose not to ratify and approve the contract. This is not recommended because not accepting the funding would result in reduction in services to the targeted population that may otherwise not access services.



OTHER AGENCY INVOLVEMENT:

Local schools, private medical providers, other programs in Health and Human Services such as WIC and Social Services

FINANCING:

Total funding for this program is \$197,715; \$39,543 (FY 17/18), \$39,543 (FY 18/19), \$39,543 (FY 19/20), \$39,543 (FY 20/21), \$39,543 (FY 21/22) and is recognized as revenue in the Health Budget (045100).

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>2/9/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>2/9/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>n/a</u> Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: <u>n/a</u> Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 2/28/18
(Not to be signed until all approvals are received)

CALIFORNIA IMMUNIZATION PROGRAM
RFA # 17-10072 Immunization Local Assistance Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Inyo County Health and Human Services, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

GRANT AGREEMENT NUMBER 17–10320

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 5NH23IP000717-05-00.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officers to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officers to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Hundred Ninety-Seven Thousand Seven Hundred Fifteen dollars (\$197,715).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2017, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Inyo County Health and Human Services
Immunization Branch Name: Roland Rafol	Name: Ann Scott, HHS Deputy Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: PO Drawer H
City, ZIP: Richmond, CA 94804	City, ZIP: Independence, CA 93526
Phone: (510) 412-6053	Phone: (760) 873-7868
Fax: (510) 620-3774	Fax: (760) 873-7800
E-mail: Roland.Rafol@cdph.ca.gov	E-mail: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Inyo County Health and Human Services
Attention: Souk Mouanoutoua, Sr. Field Representative	Attention: Ann Scott, HHS Deputy Director
Address: 3374 E. Shields Avenue, #C20	Address: PO Drawer H
City, Zip: Fresno, CA 93726	City, Zip: Independence, CA 93526
Phone: (559) 228-5855	Phone: (760) 873-7868
Fax: (559) 228-5862	Fax: (760) 873-7800
E-mail: souk.mouanoutoaua@cdph.ca.gov	E-mail: ascott@inyocounty.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
 (The Grant Application provides the description of the project and associated cost)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
 The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATIONS #17-10072
Including all the requirements and attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Marilyn Mann, Acting Director
Inyo County Health and Human Services
163 May St.
Bishop, CA 93514

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

<hr/>	
<hr/>	<hr/>
Name of Grantee	Printed Name of Person Signing for Grantee
<hr/>	<hr/>
Contract / Grant Number	Signature of Person Signing for Grantee
<hr/>	<hr/>
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>____ Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>____ Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 19

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

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

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request to hire a B-Par Program Services Assistant II in the ESAAA/IC-GOLD program.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the requested position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- C) approve the hiring of one B-Par PSA II at Range 42 (\$2,334 - \$2,837)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The ESAAA and IC-GOLD programs of HHS has used a Senior Assistant Site Coordinator (Assistant Site Coordinator) to provide assistance to the Human Services Supervisor, who provides site coordination at the Bishop Senior Center. The Assistant Site Coordinator assists with administrative duties at the Bishop Senior Center Site, including checking seniors in for lunch, answering telephones and other administrative duties as needed. The person who held this position retired in December 2017 and the Department is requesting the position, which was originally established as an accommodation, be filled by a PSA II, as this classification is able to provide similar administrative support duties in addition to a wider range of program support. Your Board previously authorized vacancies of this type to be filled at the PSA classification level to allow greater flexibility within the program. The Department is respectfully requesting authorization to recruit and hire a Program Services Assistant II in our ESAAA/IC-GOLD program.

ALTERNATIVES:


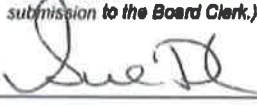
The Board could choose not to allow HSS to hire the PSA II position, which would impact the ability of the Bishop Senior Program to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA/IC-GOLD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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal funding and County General Fund. This position is budgeted 60% in IC GOLD (056100) and 40% in ESAAA (683000), in the salaries and benefits object codes.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>ups</u> Date: <u>3/7/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J</u> Date: <u>3/7/18</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

3/7/18
u



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – FIRST

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request to hire a Social Worker IV in Families Intensive Response and Strengthening Team (FIRST).

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position of Social Worker IV exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker IV at Range 73 (\$4,804-\$5,843).
- D) If an internal candidate is hired into the Social Worker IV position, authorize HHS to backfill the resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Social Worker III in FIRST program recently decided to leave her employment with the County to pursue other interests, leaving a vacancy on the team. Your Board previously authorized this position to be filled with either a Social Worker III or a Social Worker IV. While the Social Worker III is able to provide advanced social services case management, the need for someone to provide a higher level of individual and family counseling and social work has lead the Department to request this position be filled at the Social Worker IV level only, which will allow the team to better meet the needs of the families they work with both as a unit and individually. Further, a Social Worker IV is the classification used for a psychotherapist intern and, under the clinical supervision of a licensed professional is able to provide therapeutic interventions. Should the vacancy be filled by such an intern, with oversight from the Behavioral Health Division the employee would be able to provide both individual and family therapy while working towards obtaining clinic hours for licensure and would also provide us the opportunity and possibility to bill Medi-Cal for some of the services provided. This position will also continue to provide a high level of case management and supportive services to the children and families involved in FIRST and work as part of the team to improve family functioning for children age 0-18.

This program is positioned to become involved at earlier points with families demonstrating difficulties addressing issues of parenting, juvenile delinquency, employment, substance use, mental health, and appropriate student attendance in local schools with an overarching goal of mitigating or eliminating the need for more costly, later interventions with one or more of the public systems of child welfare, juvenile probation, addictions treatment and CalWORKS. The Social Worker IV position works as part of the FIRST team to provide a high level of intervention

and support to our most challenging and complex cases. This includes working within an on-call system that is responsive to the needs of these families on a twenty-four hour basis to help divert and manage crisis situations. The Department is respectfully requesting that your Board authorize the hiring of a Social Worker IV in FIRST.

ALTERNATIVES:



The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that FIRST would not have a Social Worker IV able to provide a wide variety of complex services available to help identify and address barriers within the families, and would also impact the unit's on-call structure. This could mean that the team would not be immediately available to families in crisis.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile Probation, California Departments of Social Services, Health Care Services, First 5 Commission


FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>2/14/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>2/13/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 2/16/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21

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

FROM: HEALTH & HUMAN SERVICES – FIRST

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request to hire one Full-Time Health and Human Services (HHS) Specialist IV in the HHS – Families Intensive Response and Strengthening Team (FIRST) program.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested positions exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one HHS Specialist IV at Range 60 (\$3,541 - \$4,301).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in our Families Intensive Response and Strengthening Team (FIRST) program, occurred as a result of an employee accepting a promotion into another HHS position. This vacancy leaves two remaining employees to provide critical services to our highest risk families, limiting the number of families the program is able to enroll.

FIRST program is an intensive, individualized care management process for children who are at risk of placement in a group home setting or have been identified as being at high risk in the future. In 2015, HHS formed FIRST using the existing Wraparound model and leveraging other funding streams in order to broaden the entrance criteria so that other high risk families are able to be served by the program. Providing this intensive level of services at the front end to families at risk of having more costly outcomes (e.g. court involvement, hospitalizations, foster care...), as well as continuing to service the children at risk of group home placement, continues to be a way to support cost containment to the fullest extent possible. The HHS Specialist IV position works with the FIRST team to provide a high level of case management intervention and support to our most challenging and complex cases. This includes working within an on-call system that is responsive to the needs of these families on a twenty-four hour basis to help divert and manage crisis situations.

The Department is respectfully requesting authorization to hire one Health and Human Services Specialist IV in the FIRST program.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that the Wraparound team would be limited in its ability to serve local families and may result in Child Welfare and Probation staff placing more children out of the area. This would result in higher cost placements and increasing travel for the


mandated monthly face-to-face visits by the professional staff.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile and Superior Court, Inyo County Superintendent of Schools, Toiyabe Family Services, local Paiute and Shoshone tribes.

FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>eyes</u> Date: <u>2/21/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) <u>K Reade for SDishion</u> Approved: <u>2/21/18</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/28/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

22

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Request to fill vacant Custodian

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for the requested positions comes from the Building and Maintenance Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,
- B) Where no internal candidates meet the qualifications for the position an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
- C) Approve the hiring of one Custodian I or II (depending on experience) Custodian I range 50 \$2,804 - \$3,410 Custodian II range 54 \$3,074 - \$3,739

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy has been created by the separation of one Custodian. We are requesting that this position be filled from an external recruitment. It is important to fill this position to maintain the current workload and keep up with all the county buildings.

ALTERNATIVES:

The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services.

OTHER AGENCY INVOLVEMENT:

Personnel Department for recruitment
Auditor.

FINANCING:

The funding for this position will be 100% Building & Maintenance (011100)

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: yes Date 2/22/18

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved: ✓ Date 2/22/18
by K Reade for SDishion

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3/1/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER <i>23</i>

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: US 395 Controlled Access Highway Agreement in and adjacent to Olancha and Cartago

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve: 1) a Memorandum of Agreement between California Department of Transportation and County of Inyo Concerning relinquishment of state facilities to Inyo County; 2) a Controlled Access Highway Agreement on US Highway 395 from 1.4 miles south of Los Angeles Aqueduct Bridge No. 48-0010 to 0.1 miles south of Ash Creek Bridge No. 48-0068R; and 3) authorize the Board Chair to sign both agreements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Caltrans District 9 staff has selected an alternative for the US 395 Olancha-Cartago four-lane expressway project. Construction of this project is tentatively planned to begin in 2020 and 2021. A Controlled Access Highway Agreement or CAHA documents the understanding between the County and Caltrans relating to the planned traffic circulation features of the proposed freeway or controlled access highway. It does not bind the State to construct on a particular schedule or staging. In the event the facility is fully constructed, the CAHA shows which streets may be closed or connected to the facility; which streets and roads may be separated from the facility; the location of frontage roads; and how streets may be relocated, extended or otherwise modified to maintain traffic circulation in relation to the facility. Freeway or controlled access highway agreements are often executed many years before construction is anticipated. They form the basis for future planning, not only by Caltrans but by public and private interests in the community. Any reference to an "expressway" has the definition of a "controlled access highway" attached to it.

The segment of US Highway 395 from 1.4 miles south of Los Angeles Aqueduct Bridge No. 48-0010 to 0.1 miles south of Ash Creek Bridge No. 48-0068R is proposed to be constructed as a four-lane expressway. This portion of road was declared to be a freeway by Resolution of the California Highway Commission on December 12, 1967.

The Draft Controlled Access Highway Agreement proposes the modification of the following roadways and intersections:

1. State Route 190

The existing portion of US 395 between the existing intersection of SR 190 and the beginning of the new alignment will be redesignated as State Route 190. In order to connect redesignated SR

190 to new US 395, an at-grade intersection will be constructed near the existing intersection of US 395 and N. Haiwee Road. This will restore connectivity between state highways and will also maintain access to the existing homes and businesses along the existing highway. Since this would become part of SR 190, the State would retain the right-of-way for the new intersection.

2. Walker Creek Road

An at-grade intersection will be constructed to restore access to the western portion of Walker Creek Road. Due to the skew between the new US 395 alignment and the existing Walker Creek Road, a realignment is proposed so that the new Walker Creek Road alignment will be perpendicular to the new US 395 alignment. The State would acquire the right-of-way required for the realigned portion of Walker Creek Road and transfer it to the County after construction was complete.

3. Crystal Geyser Connector

A new at-grade intersection and connector will be constructed across from the south entrance to the Cabin Bar Ranch. The proposed location will collect truck traffic from the new bottling plant expansion on the Cabin Bar Ranch and the existing bottling facilities to the south and will discourage trucks from traveling through Cartago or Olancha to access new US 395. The new connector is proposed to be relinquished to the County as a collateral facility.

4. Lake Street

A new at-grade intersection will be constructed at the intersection of Lake Street and existing US 395. This intersection would provide access to the expressway for the residents of Cartago and would also provide access for any traffic on the existing highway, which is proposed to be relinquished to the County. The intersection will be extended to the west to maintain access to the residences along the west side of the new alignment. Since the new alignment would remove access for several parcels along the west side of the existing highway, a new frontage road is proposed to restore access to these parcels. The new frontage road is proposed to be relinquished to the County as a collateral facility.

The County and the State may modify the agreement by mutual consent. The County has applied for and received a sustainable communities planning grant in and around the communities of Olancha and Cartago and may wish to condition the relinquishment to include specific bicycle or pedestrian improvements or a rest area depending on the outcome of the planning grant.

Memorandum of Agreement (MOA)

To provide the County with some assurance that Caltrans will proceed with a relinquishment in the manner generally discussed, County staff proposes entering into an MOA. The draft MOA was drafted by Caltrans District 9 staff. County staff has reviewed and concurs with the MOA.

ALTERNATIVES:

The Board could choose to:


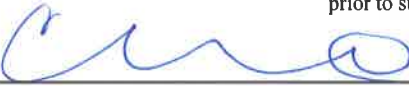
1. Provide specific direction to staff and continue this item to a future date.
2. Not enter into the CAHA at this point in time. This is not recommended because the County will not have clear title to certain right-of-way and would only have prescriptive rights to sections of roadway in and adjacent to Olancha and Cartago.

OTHER AGENCY INVOLVEMENT:

Caltrans District 9 staff has met with Public Works Department staff regarding the proposed CAHA.

FINANCING:

The County will bear the long-term cost to maintain the new roadways. The eventual acceptance of the subject roads as part of the County road system may increase the amount of Highway User Tax funds the County receives.

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>2/15/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/20/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 2/21/18
(Not to be signed until all approvals are received)

**MEMORANDUM OF AGREEMENT
BETWEEN
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND
COUNTY OF INYO**

CONCERNING

**RELINQUISHMENT OF STATE FACILITIES
TO COUNTY OF INYO**

This Memorandum of Agreement (MOA) is entered into between the STATE OF CALIFORNIA (CALTRANS) and the COUNTY OF INYO (COUNTY).

RECITALS

WHEREAS, CALTRANS has approved a project to realign U.S. Highway 395 in the Olancho and Cartago area; and

WHEREAS, CALTRANS will relinquish to COUNTY that portion of existing U.S. Highway 395 from the junction of State Route 190 to 1.0 mile north of the junction of Lake Street; and

CALTRANS will relinquish to COUNTY new frontage roads and connections to the proposed facility that are constructed as part of the proposed project, collectively referred to herein as the RELINQUISHED FACILITIES and shown on the attached Exhibit 1 and Exhibit 2 maps; and

WHEREAS, CALTRANS and COUNTY will enter into a Controlled Access Highway Agreement for the proposed project that identifies the RELINQUISHED FACILITIES; and

WHEREAS, CALTRANS and COUNTY will enter into a Relinquishment Agreement that will establish the work to be performed by CALTRANS to place the RELINQUISHED FACILITIES in a state of good repair; and

WHEREAS, additional assessment and review is required for CALTRANS to determine the work that is required to place the RELINQUISHED FACILITIES in a state of good repair; and

WHEREAS, it is essential that CALTRANS and COUNTY enter into the Controlled Access Highway Agreement as soon as possible so that the project can proceed under its current schedule to meet the funding requirements established in the State Transportation Improvement Program.

NOW THEREFORE, CALTRANS and COUNTY agree as follows:

I. PURPOSE

This MOA is entered into by CALTRANS and COUNTY for the purpose of:

1. Establishing an agreement wherein COUNTY will accept RELINQUISHED FACILITIES;
2. Confirming CALTRANS will coordinate with COUNTY to identify such work as may be necessary to place RELINQUISHED FACILITIES in a state of good repair;
3. Confirming CALTRANS will perform all work to ensure that RELINQUISHED FACILITIES are placed in a state of good repair prior to their relinquishment.

II. RESPONSIBILITIES

A. CALTRANS WILL:

1. Conduct a Pavement Deflection Study and perform such other tests and analysis as may be necessary to establish the condition of existing facilities and determine the work that will be necessary to bring them up to a state of good repair.
2. Conduct a field review with COUNTY to verify the condition of existing facilities and identify any additional improvements that may be required.
3. Coordinate with COUNTY to identify acceptable requirements for construction of new facilities.
4. Prepare a Relinquishment Agreement that identifies RELINQUISHED FACILITIES and the work that will be performed to bring them up to a state of good repair.
5. Include appropriate work in the construction contract for the project.

B. COUNTY WILL:

1. Provide COUNTY's standard design requirements for construction of new facilities.
2. Participate in field review with CALTRANS to verify the condition of existing facilities and identify any additional improvements that may reasonably be required.
3. Coordinate with CALTRANS to identify all work that will be required to place RELINQUISHED FACILITIES in a state of good repair.
4. Approve Relinquishment Agreement prepared for project.

5. Review CALTRANS' plans and specifications for the proposed project to ensure that they meet COUNTY standards.

III. GENERAL PROVISIONS

- A. Nothing in this MOA is intended to require CALTRANS or COUNTY to obligate or expend funds in advance of or in excess of available appropriations. In addition, this MOA cannot be used to obligate or commit funds or as the basis for the transfer of funds. Any endeavor involving reimbursement or contribution of funds between CALTRANS and COUNTY will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOA does not provide such authority.
- B. While this MOA establishes that CALTRANS and COUNTY will coordinate to identify appropriate work necessary to bring facilities up to a state of good repair, CALTRANS shall retain sole authority to approve all work that may be required to bring facilities up to a state of good repair.
- C. This MOA may be modified or amended upon written request of either CALTRANS or COUNTY, but modifications shall not become effective unless approved by both parties. Participation in this MOA may be terminated sixty (60) days after one party provides written notice of termination to the other party.
- D. All parties will act in good faith in carrying out the agreement.
- E. This MOA is not intended nor shall it be construed as a legally binding agreement.
- F. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, by a party against the State of California, County of Inyo, or their agencies and officers.

IV. EFFECTIVE DATE

This MOA shall become effective as of the date of last signature and shall remain in place until such time as a Relinquishment Agreement for the project is entered into by both parties, unless it is sooner terminated as provided under Section III.C above.

SIGNATURES

CALIFORNIA DEPARTMENT OF TRANSPORTATION



Brent Green
District 9 Director

Date: 02-07-18

COUNTY OF INYO

Dan Totheroh
Chairperson, Inyo County Board of Supervisors

Date: _____

CONTROLLED ACCESS HIGHWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2018, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the County of INYO (herein referred to as "COUNTY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a controlled access highway by Resolution of the California Highway Commission on January 31, 2018; and

WHEREAS, a plan map for such controlled access highway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY:

NOW, THEREFORE, IT IS AGREED:

1. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.
2. STATE shall, in construction of the controlled access highway and at STATE'S expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A.
3. STATE agrees to acquire all necessary rights of way as may be required for construction, reconstruction, or alteration of COUNTY roads, frontage roads, and other local roads, and COUNTY hereby authorizes STATE to acquire in its behalf all such necessary rights of way.
4. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of rights of way and the construction of the controlled access highway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.
5. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, and the frontage roads, and other STATE constructed local roads on receipt of written notice to COUNTY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the controlled access highway proper. COUNTY will accept title to the portions of such roads lying outside the controlled access highway limits upon relinquishment by STATE.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and COUNTY cooperation, of the whole controlled access highway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

MALCOLM DOUGHERTY
Director of Transportation
By:

THE COUNTY OF INYO
By:

BRENT GREEN
District 9 Director

DAN TOTTEROH
Chairperson, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (State)

Attorney (County)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: March 13, 2018

SUBJECT: Software Maintenance for the Board Agenda Automation System

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- 1) Consent to the assignment of the County of Inyo Agreement with BoardSync to CivicPlus, the company that acquired BoardSync; and
- 2) Ratify the renewal of a Software Maintenance Agreement between CivicPlus, Inc and the County of Inyo for the County's Board agenda automation system for the period December 1, 2017 through November 30, 2018 in an amount not to exceed \$10,176.

SUMMARY DISCUSSION:

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

In March 2015, the County of Inyo was awarded a grant from the Great Basin Air Pollution Control District to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend Board meetings.

BoardSync, Inc. was selected as the webcast host based on a thorough evaluation of various vendors. CivicPlus acquired BoardSync in the fall of 2017 and rebranded the service CivicClerk. As part of the acquisition, BoardSync has assigned its rights and delegated the performance of its duties to CivicPlus as outlined in our original contract dated November 10, 2015.

CivicPlus acquired BoardSync in late 2017, and rebranded the product as CivicClerk. The entire BoardSync team, including the former president and all full-time BoardSync personnel, joined CivicPlus to support the CivicClerk product. Other than the new name, the CivicClerk product, services and support have not changed.

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

ALTERNATIVES: Your Board could choose not consent to the assignment to BoardSync Agreement to Civic Plus or to approve the maintenance agreement in which case the ability of the County to broadcast Board meetings over the internet would be halted and County would be prevented from using its automated agenda system until another solution could be implemented.

OTHER AGENCY INVOLVEMENT: Potentially all County departments and the public could be affected.

FINANCING: The cost of the support service renewal for the period from 12/01/2017– 11/30/2018 is in the approved Information Services FY 2017-18 budget [011801-5177] (Maint. of Computer Systems).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/7/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/8/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: March 7, 2018

February 22, 2017

Inyo County, CA
168 North Edwards Street
Independence, CA 93526

Re: CivicClerk® Contract Assignment for Inyo County, CA

Dear Scott Armstrong:

We are writing to formally notify you that on October 3rd, 2017, CivicPlus Inc. officially acquired BoardSync Inc. As part of this acquisition, BoardSync has assigned its rights and delegated the performance of its duties as outlined in the Inyo County CA original contract, dated November 10, 2015, to CivicPlus. BoardSync and CivicPlus is requesting written consent from Inyo County to finalize the assignment of the contract and associated duties to fulfill the contract terms.

We fully understand and appreciate the County wants to be fully assured that CivicPlus can provide the system and services originally contracted by BoardSync. As part of the acquisition Mr. Doug Shumway, formerly Founder and CEO of BoardSync, agreed to join the CivicPlus team as the General Manager of the CivicClerk unit. The CivicClerk unit was newly formed with the acquisition of BoardSync. In addition, every full-time staff member of BoardSync joined and remains today a part of the CivicPlus team. Likewise, CivicPlus acquired all title and rights to the BoardSync technology including the Meeting Management platform in use by the County today. Therefore, the County will continue to have access to the original BoardSync team and platform and gain access to the considerable resources and experience of CivicPlus.

CivicPlus, a leading integrated technology platform for local government with over 2,500 clients is committed to CivicClerk and most recently increased the original BoardSync team by double. This includes team members in implementation, support, hosting and development. CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas by the owner, Ward Morgan. CivicPlus became a Kansas Corporation in 1998 and is still headquartered in this vibrant university town. CivicPlus provides strong financial backing, stability and long-term commitment to execute the vision of BoardSync expeditiously via CivicClerk.

We are confident that you will not only continue to receive the exceptional service and technical innovation you are accustomed to from BoardSync but that you will soon value your place in our CivicPlus family.

Sincerely,

CIVICPLUS, INC.



Brian Rempe, President



Doug Shumway, GM of CivicClerk &
Former CEO/Founder of BoardSync



Statement



CIVICPLUS

HELPING COMMUNITIES ENGAGE & INTERACT

Date 2/26/2018
Amount Due \$10,176.00
Terms Net 30
Project Inyo County CA - Civic...

302 S 4th St. Suite 500
Manhattan, KS 66502
888-228-2233

Bill To
Scott Armstrong
County of Inyo
168 North Edwards Street
Independence CA 93526

Date	Description	Charge	Payment	Balance	Open Amo...	Terms	Due Date	PO/Check #
12/31/2017	Invoice #189224	10,176.00		10,176.00	10,176.00	Net 30	3/31/2018	
Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due			
10,176.00	0.00	0.00	0.00	0.00	\$10,176.00			

A finance charge of 1.5% per month will be added to past due accounts. If you have any questions, please email accounting@civicplus.com or call (785) 370-7830.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Program Chief Personal Services Contract -

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and Karen Rathburn, Ph.D. for the provision of personal services for the position of Program Chief for the Child and Family team within the Health and Human Services Department Behavioral Health Division at Range 84 Step E, \$7,601 per month effective April 5, 2018; and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The position of Program Chief was first presented to the Board of Supervisors on March 14, 2017 for permission to recruit and hire within the HHS Behavioral Health Division due to notification that Pamela Blackwell, LMFT, planned to retire from her position as Program Chief as of June 1, 2017. This position has been extensively advertised since this time in various job posting sites. In December 2017, Dr. Karen Rathburn applied for the position and was found to be the successful candidate. Dr. Rathburn has been working for Los Angeles Department of Mental Health (LADMH) for the past 12.5 years in the capacity of director of a clinic focused on youth and specializing in the Child Welfare population as well as other high risk youth. She has specialized skills in working with children zero to three and has offered extensive training in evidence-based practices in this area. Previous to her work with LADMH, she worked at Harbor UCLA in their outpatient pediatric clinic and at Children's Hospital. Her work with infants also included work with their parents, including parenting women with addiction. Dr. Rathburn has provided supervision to both graduate and post-doctoral students as is familiar with Medi-Cal billing rules and standards. Dr. Rathburn would be an incredible asset to our HHS team, not only in the provision of services, but also as we work to train and build capacity as part of succession planning. At the direction of the Board, Personnel entered into negotiations with Dr. Rathburn for a personal services contract with terms commensurate with her expertise. Dr. Rathburn is moving to the area to be closer to an aging parent. Through extensive conversations with Personnel and HHS, it is apparent that this is a highly experienced and skilled professional who also is interested and motivated to be a part of our community.

ALTERNATIVES:

Your Board could choose to not approve the contract. This is not recommended as the Program Chief position, as a licensed provider, is critical to the Health and Human Services Department and the stability of the HHS programs for youth.

OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel, Health and Human Services

FINANCING:

Funding for the position is included in the Fiscal Year 2017-2018 Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/6/17</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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>3/2/18</u>

DEPARTMENT HEAD SIGNATURE: Kevin Caruncho by Date: 3/2/18
(Not to be signed until all approvals are received)
Shae PL

**AGREEMENT BETWEEN COUNTY OF INYO
KAREN RATHBURN
FOR THE PROVISION OF PERSONAL SERVICES
AS PROGRAM CHIEF**

INTRODUCTION

WHEREAS, KAREN RATHBURN (hereinafter referred to as "Program Chief") has been duly appointed as Program Chief for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Program Chief desire to set forth the manner and means by which Program Chief will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Program Chief hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Program Chief shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Program Chief under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Program Chief will report directly to and shall work under the direction of the Health and Human Services Director. As the Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director.

3. TERM.

The term of this Agreement shall be from April 5, 2018 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Program Chief 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 Program Chief.

B. Travel and Per Diem. County shall reimburse Program Chief for the travel expenses and per diem which Program Chief incurs in providing services and work under this Agreement. 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 Program Chief 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 Program Chief without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Program Chief 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.

D. Manner of Payment. Program Chief will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Program Chief by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Program Chief's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Program Chief that the performance of these services and work will require a varied schedule. Program Chief, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Program Chief to provide the services and work described in Attachment A must be procured by Program Chief and be valid at the time Program Chief enters into this Agreement. Further, during the term of this Agreement, Program Chief 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Program to perform duties as Program Chief. All other licenses, certificates, and permits will be procured and maintained in force by Program Chief at no expense to the County. Program Chief will provide County, at County's request, 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 Program Chief 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Program Chief with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Program Chief to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Program Chief by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Program Chief will use reasonable care to protect, safeguard and maintain such items while they are in Program Chief's possession.

B. Products of Program Chief'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 or product of, Program Chief'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, Program Chief will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Program Chief for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Program Chief for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Program Chief is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Program Chief harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Program Chief's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Program Chief Ninety (90) days written notice of such intent to terminate. Program Chief may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Program Chief. County has relied upon the skills, knowledge, experience, and training of Program Chief as an inducement to enter into this Agreement. Program Chief shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Program Chief agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Program Chief agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Program Chief only as allowed by law.

15. CONFLICTS.

Program Chief agrees that Program Chief 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. Program Chief agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Program Chief 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, Program Chief 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, Program Chief by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Program Chief:
KAREN RATHBURN Name
1415 Le Grande Terrace Street
San Pedro, CA 90732 City and State

19. 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 KAREN RATHBURN
FOR THE PROVISION OF PERSONAL SERVICES
AS PROGRAM CHIEF

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
26 DAY OF February 2018

COUNTY OF INYO

By: _____

Dated: _____

PROGRAM CHIEF

By: Karen Rathburn
Print or Type Name

Karen Rathburn
Signature

Dated: 2/26/18

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND KAREN RATHBURN
FOR THE PROVISION OF PERSONAL SERVICES
AS PROGRAM CHIEF**

TERM:

FROM: April 5, 2018 TO: TERMINATION

SCOPE OF WORK:

Program Chief shall perform the duties and responsibilities as identified in the job description for Program Chief attached hereto.



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

ANNOUNCES AN OPEN RECRUITMENT FOR:

PROGRAM CHIEF

Application Deadline: OPEN UNTIL FILLED

DEPARTMENT: Health and Human Services, Behavioral Health Division
LOCATION: Countywide
SALARY: Range 84 \$6254 \$6564 \$6892 \$7233 \$7601
(The above monthly salary is paid over 26 pay periods annually.)
TERM: Contingent upon continued funding; should funding cease,
position will be eliminated.

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under the direction of the HHS Deputy Director of Behavioral Health, provides clinical and administrative supervision of staff and program leadership in the day-to-day operation of the Behavioral Health Child and Family Team and related programs.

ESSENTIAL JOB DUTIES: Duties will include but not be limited to: directs the day-to-day operation of the Child and Family Team; provides direct and indirect administrative and clinical supervision and training to program staff including data collection and documentation for licensed staff, interns and paraprofessional staff; assists Deputy Director in the implementation of a System of Care for children and families, including home and community-based services as directed; attends State meetings and/or trainings as directed and keeps abreast of best practices for behavioral health; determines schedules of staff within programs including family engagement, crisis management and on-call services; ensures effective implementation of 24-hour on-call coverage and provides licensed backup; assigns and reviews staff work providing professional assistance as needed to meet all local, state, and Federal requirements; implements quality improvement and cultural competency plans; assesses staff training needs and coordinates training needs with Deputy Director; orients new staff to the Behavioral Health programs; participates on a limited basis in providing direct client services especially around assessment; completes performance evaluations of Child and Family team members; does related work as assigned by the Deputy Director of Behavioral Health.

EMPLOYMENT STANDARDS

Education/Experience: Minimum of a Master's degree in psychology, social work, or related field which provides the educational basis for licensing to provide psychotherapy, AND possession of a valid California license to practice psychotherapy AND at least two years of progressively increasing full-time clinical supervisory experience to meet criteria to provide licensed supervisory oversight.

Knowledge of: Current clinical and management techniques and practices in public behavioral health; scope and activities of public and private health and welfare agencies and other community resources; principles and techniques of system of care; principles and practices of effective supervision and training; laws and regulations governing local behavioral health services including Medi-Cal standards; evidence-based practices including such areas as trauma informed care, co-occurring disorders, child and family teaming, Parent Child Interactive Therapy, and family engagement practices.

Ability to: Provide effective leadership and supervision; act as a liaison between staff and administration; communicate effectively in written and oral forms; establish and maintain cooperative working relationships with multi-system partners and as part of the multidisciplinary team; manage multiple tasks and respond appropriately to crisis situations; utilize supervision effectively and ensure communication up and down the supervision chain; adopt and assist in the implementation of any cultural changes in the provision of Behavioral Health Services. Must have ability to sit for prolonged periods of time; produce written documentation by hand or computer; stand, walk, climb and descend stairs, twist, and lift and carry up to 25 pounds; use a telephone; and drive a motor vehicle. Consistent attendance is an essential function of the position.

Special requirements: Incumbents must possess and maintain a valid California license to practice psychotherapy (LCSW, MFT, or Ph.D.) and act as a supervisor during the term of employment and *must provide proof of licensure at the time of application*. Must be available for 24-hour on-call duty as part of the rotation; must also successfully complete a pre-employment background investigation and possess a valid operator's license issued by the State Department of Motor Vehicles.

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

APPLICATION: **This recruitment will remain open until position has been filled.** Applications must be received in the Personnel Office, P.O. Box 249, Independence, CA 93526. Must apply on Inyo County **application form and include proof of a valid California license to practice psychotherapy (LCSW, MFT, or Ph.D.).** A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. Incomplete applications will not be processed. **It is not acceptable to complete the application with statements like, "See/Refer to Resume", or "See Attached".**

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

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

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND KAREN RATHBURN
FOR THE PROVISION OF PERSONAL SERVICES
AS PROGRAM CHIEF**

TERM:

FROM: April 5, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Program Chief shall be paid Range 84, Step E (currently \$7,601 per month). Program Chief shall be paid every two weeks on County paydays.
2. The Health and Human Services Director will review Program Chief's performance annually. As a result of such review, the Health and Human Services Director may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize an increase or decrease in Program Chief's salary to a higher step in the range for Program Chief's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Program Chief's employment shall also be covered by the County's Personnel Rules and Regulations and by the Non-Represented Employees' Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Program Chief's employment.)
4. County will provide a \$250.00 per month vehicle allowance.
5. Program Chief is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
6. For purposes of vacation and sick leave accrual, and longevity compensation, Program Chief will be considered to begin her employment with 13 years of continuous county service (to which she will add more years of actual service during her employment). Thus, for example, she will be entitled to receive the 10-year longevity increase upon commencement of this Agreement and the 15-year longevity increase approximately two years later.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND KAREN RATHBURN
FOR THE PROVISION OF PERSONAL SERVICES
AS PROGRAM CHIEF**

TERM:

FROM: April 5, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\ NOTHING FOLLOWS ///



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: March 13, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 02-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: March 13, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 02-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 07-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 29

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: March 13, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION:

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Date: 02-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Date: 02-28-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Zone Reclassification (ZR) #2018-01/Sierra Highlands Community Services District

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

A) Conduct a public hearing on the following action for a 0.122-acre site at 2803 Carol Lane (APN 011-510-24) in the unincorporated area of West Bishop changing the Zoning designation from One Family Residences (R-1) with a 10,000-sq.ft. minimum to Public District (P) to best match the current and proposed future uses on the property; and, a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-01/Sierra Highlands Community Services District (CSD).

B) Approve a resolution titled "A Resolution of the Board of Supervisors of the County Of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving Zone Reclassification No. 2018-01/Sierra Highlands Community Services District (CSD)".

C) Introduce and waive further reading of and adopt the above referenced Ordinance approving Zone Reclassification No. 2018-01/Sierra Highlands Community Services District (CSD).

SUMMARY DISCUSSION:

The applicant proposes to subdivide a .57-acre (24,919 sq.ft.) parcel of land into 2 parcels; Parcel 1 consisting of approximately 19,587 sq.ft., and Parcel 2 consisting of approximately 5,332 sq.ft. Parcel 2, the smaller parcel (5,332 sq.ft.) will be kept by the Sierra Highlands Community Services District to accommodate existing facilities. Parcel 1 (19,587 sq.ft.) will be sold for future development. The subject property is located in the unincorporated West Bishop area. Currently the parcel is zoned R1 with a 10,000 sq.ft. minimum lot size, and a General Plan designation of RL (Residential Low Density.)

This subdivision will require a Zone Reclassification (ZR), as Parcel 2 will not conform to the R1 zone standards. A General Plan Amendment will not be required as the RL designation permits public, quasi-public uses. The applicant is requesting a Zoning Designation of Public Districts (P). This designation will accommodate the existing well house and infrastructure.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by Article 19, Categorical Exemption 15303(d). This CEQA exemption applies to projects which include the new construction or conversion of small structures comprising of water mains and other such infrastructure. 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 application for a TPM is for a property that is already cleared, graded and includes no additional development proposals.

The Planning Commission held a Public Hearing on February 28, 2018, took public comment, and voted to approve Tentative Parcel Map No. 418/Sierra Highlands Community Services District and recommended that your Board Certify that the project is exempt from CEQA and approve Zone Reclassification No. 2018-01/Sierra Highlands Community Services District a vote of 5-0.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The applicant provided fees to cover the costs of these actions.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/7/18

Attachments:

- 1.) Proposed Resolution
- 2.) Proposed Ordinance
- 3.) February 28, 2018 Planning Commission Staff Report.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2018-01/SIERRA HIGHLANDS COMMUNITY SERVICES DISTRICT (CSD) AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 0.122 ACRE PARCEL LOCATED AT 2803 CAROL LANE (APN 011-510-24) IN THE UNINCORPORATED AREA OF WEST BISHOP FROM ONE FAMILY RESIDENCES (R-1) TO PUBLIC DISTRICT (P).

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Sierra Highlands CSD applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Single Family Residences (R-1) to Public District (P) on a property in the unincorporated area of West Bishop (APN 011-510-24), as described in Section III of this Ordinance.
- (2) On February 28, 2018, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2018-01/Sierra Highlands CSD, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance Single Family Residences (R-1) to Public District (P).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) The proposed action will act to further the orderly growth and development of the County by rezoning property to Public District (P), as it best matches the current and proposed future uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 0.122-acre site at 2803

Carol Lane (APN 011-510-24) in the unincorporated area of West Bishop is changed from Single Family Residences (R-1) to Public District (P).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 20th DAY OF MARCH, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

**Dan Totheroh, Chairperson
Inyo County Board of Supervisors**

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

By: _____
Darcy Ellis, Assistant

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING ZONE RECLASSIFICATION NO. 2018-01/SIERRA HIGHLANDS COMMUNITY SERVICES DISTRICT (CSD)

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, the Inyo County Planning Department exempted Zone Reclassification No.2018-01/Sierra Highlands CSD from environmental review under CEQA Article 19, Categorical Exemption 15303.d, finding that the proposed Zone Reclassification for the property located at 2803 Carol Lane in the area of West Bishop (APN: 010-510-24) with the zoning designation of One Family Residences (R-1) with a 10,000-sq.ft. minimum could have no possibility of causing significant environmental effects as the property is already disturbed, and the land use designations that are proposed reflect current and proposed future uses; and

WHEREAS, the Inyo County Planning Commission is required to conduct a public hearing on proposed Zone Reclassifications and to make a recommendation to the Board of Supervisors on the Zone Reclassification (Sections 65854 and 65855 of Government Code); and

WHEREAS, on February 17, 2018 the County provided notice in the Inyo Register and to property owners within Three Hundred (300) feet of the project location, for a public hearing to take public comment on Draft Zone Reclassification No. 2018-01/Sierra Highlands CSD to be held on February 28, 2018; and

WHEREAS, the Inyo County Planning Commission held a public hearing on February 28, 2018, to review and consider a request for approval of Zone Reclassification No.2018-01/Sierra Highlands CSD and considered the staff report for the application and all oral and written comments regarding the application; and

WHEREAS, following said public hearing the Planning Commission recommended that this Board of Supervisors:

1. Certify that the requirements of the California Environmental Quality Act have been satisfied with respect to the Zone Reclassification application; and
2. Approve Zone Reclassification No.2018-01/Sierra Highlands CSD.

WHEREAS, pursuant to that recommendation, this Board of Supervisors held a public hearing on March 20, 2018, and considered all written and oral testimony presented concerning Zone Reclassification No.2018-01/Sierra Highlands CSD.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the March 20, 2018, hearing, including the Planning Department Staff Report concerning the above described proposed project, this Board makes the following findings for the proposed project:

1. The provisions of the California Environmental Quality Act (CEQA) have been satisfied, as the project was deemed exempt from environmental review under CEQA Article 19 Categorical Exemption 15303.d, the general rule.
2. Based on substantial evidence in the record, the proposed Zone Reclassification is consistent with the Goals and Policies of the Inyo County General Plan.
3. Based on substantial evidence in the record, the proposed Zone Reclassification is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.
4. The project site is already disturbed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a “de minimus” impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4.
5. The current and proposed future uses are properly related to other uses and transportation and service facilities in the vicinity.
6. The current and proposed future uses would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.
7. The current and proposed future uses are necessary or desirable.

BE IT FURTHER RESOLVED, that Zone Reclassification No.2018-01/Sierra Highlands CSD proposes to reclassify the zoning designation from One Family Residences (R-1) with a 10,000-sq.ft. minimum to Public District (P) which best matches the current uses on the property.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve Zone Reclassification No.2018-01/Sierra Highlands CSD, subject to the following conditions of approval:

1. Hold Harmless: The applicant shall defend, indemnify and hold harmless Inyo County (County), its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul said approval of Zone Reclassification No.2018-01/Sierra Highlands CSD. The County reserves the right to prepare its own defense.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve Zone Reclassification No.2018-01/Sierra Highlands CSD. No.2018-01/Sierra Highlands CSD shall not take effect for thirty days after the date of this Resolution.

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 32

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for 11 a.m.
 Closed Session
 Informational

FROM: County Administrator/County Counsel/Planning/Public Works/Agricultural Commissioner

FOR THE BOARD MEETING OF: March 13, 2018

SUBJECT: Repeal of Interim Urgency Ordinance to Prohibit Commercial Cannabis Activities in Unincorporated Inyo County.

DEPARTMENTAL RECOMMENDATION:

Introduce, read title, and waive further reading of the attached ordinance repealing the prohibition on commercial medical and recreational marijuana activities, including commercial cultivation, distribution, storage, manufacturing, processing, provision or sale of cannabis products in the unincorporated area of Inyo County. Schedule enactment for 9 am Tuesday March 20, 2018 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

SUMMARY DISCUSSION:

On November 7, 2017, the Board enacted an Interim Ordinance prohibiting commercial medical and recreational cannabis activities, including commercial cultivation, distribution, storage, manufacturing, processing, provision or sale of cannabis products in the unincorporated area of Inyo County. That Interim Ordinance was subsequently extended pending finalization and adoption of commercial cannabis laws and policies. Since that time the County finalized its laws and regulations for commercial cannabis and is ready to move forward with policy implementation.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>

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

_____ Date: 3/5/18

ORDINANCE NO. _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS
REPEALING INTERIM ORDINANCE NO. 1216 PROHIBITING COMMERCIAL
MEDICAL AND RECREATIONAL MARIJUANA ACTIVITIES, INCLUDING
COMMERCIAL CULTIVATION, DISTRIBUTION, STORAGE, MANUFACTURING,
PROCESSING, PROVISION OR SALE OF CANNABIS PRODUCTS
IN THE UNINCORPORATED AREA OF INYO COUNTY

WHEREAS, Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, Inyo County adopted Interim Ordinance No. 1216 establishing a moratorium on all commercial cannabis activities to allow it to analyze and consider potential local regulations; and

WHEREAS, Inyo County subsequently extended Interim Ordinance No. 1216; and

WHEREAS, Inyo County completed its analysis and adoption of a comprehensive legal framework for regulation of local commercial cannabis activities, which is now in effect.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
HEREBY ORDAINS THAT:

SECTION ONE: Interim Ordinance No. 1216 is hereby repealed in its entirety.

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

PASSED AND ADOPTED this 20th day of March 2018, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Darcy Ellis, Assistant



LONE PINE UNIFIED SCHOOL DISTRICT

P. O. BOX 159 · LONE PINE, CALIFORNIA 93545
PHONE (760) 873-5570 FAX (760) 876-5438

RECEIVED
2018 MAR -5 AM 9:03

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

March 2, 2018

Heidi Torix
Superintendent/Principal

Board of Trustees:
Susan Patton, President
Scott Kemp, Clerk
Cheryl Howerton, DVM
Jason Olin
Krista Sullivan

Darcy Ellis
Clerk to the Inyo County Board of Supervisors
224 North Edwards Street
Independence, California 93526
Telephone: (760) 873-0371

Re: Lone Pine Unified School District
General Obligation Bond Election (55%) - June 5, 2018

Dear Ms. Ellis:

Enclosed is the signed Resolution adopted by the Board of Trustees of the Lone Pine Unified School District ordering a general obligation bond election for June 5, 2018. This election is being ordered under Proposition 39 and requires a 55% vote for passage.

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

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

Also enclosed herewith as Appendix C to the Resolution is the originally signed Tax Rate Statement to appear in the Sample Ballot, as required pursuant to Elections Code 9400 and following.

Should you need electronic word versions of any of these files for the purpose of preparing the ballot materials, we would be happy to provide those to you.

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

Yours very truly,

Heidi Torix
Superintendent

RESOLUTION NO. 2017-18-08

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LONE PINE UNIFIED SCHOOL DISTRICT ORDERING AN
ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL
OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE
ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH
OTHER ELECTIONS OCCURRING ON JUNE 5, 2018**

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

WHEREAS, the District's facilities are in need of repairs, upgrades, modernization and safety improvements in order to provide the education District students deserve in a safe and modern environment; and

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

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

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

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

WHEREAS, under Section 10403 *et seq.* of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, June 5, 2018, the date of the statewide primary election, and to request the Inyo County Registrar of Voters (the "County Registrar") to perform certain election services for the District; and

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

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that

(with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

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

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

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

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in a maximum principal amount of \$6 million (the "Bonds") for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A and Appendix B, and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be June 5, 2018, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District's last election.

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

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

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the Bonds will be used only for the purposes specified in Section 1(b)(3) of Article XIII A and as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has

evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55% of the voters voting in the District approve of the Bonds, the Board shall:

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

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

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

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

Section 10. Consolidation of Election; Request to Provide Services. The County Registrar and the Inyo County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on June 5, 2018 within the District.

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

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

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

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

Section 14. Reimbursement. The District hereby declares that it may (i) pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, (ii) intends to use a portion of the proceeds of bonds for reimbursement of expenditures for the projects that are paid before the date of issuance of bonds.

Section 15. Official Actions. The President of the Board, the Superintendent, or any written designee of either, are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 16. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Lone Pine Unified School District of Inyo County, being the Board authorized by law to make the designations therein contained, by the following vote, on February 26, 2018.

Adopted by the following votes:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

Attest:



Susan Patton, President of the Board



Scott Kemp, Clerk of the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

INTRODUCTION

“To improve school facilities, upgrade fire alarms and student safety and security, replace old windows, and repair restrooms and other facilities, shall Lone Pine Unified School District issue \$6 million in bonds at legal interest rates, projected tax rates of 6¢ per \$100 of taxable value while bonds are outstanding (averaging approximately \$400,000 annually), and requiring responsible repayment costs, citizens’ oversight and audits to ensure funds are ONLY spent for Lo-Inyo Elementary School and Lone Pine High School, and NOT for any other purpose?”

BACKGROUND

Lone Pine Unified School District is currently educating approximately 300 children. In the 1930’s, the Lo-Inyo Elementary School and Lone Pine High School campuses began construction and have been modestly expanded and modified since. Both have been well maintained over the decades, and there are many repairs, upgrades and other improvements that the District has incrementally paid for with its operating budget and a small amount of matching State Aid.

However, both campuses have grown old and significant needs remain. Last year, the District selected an architect to review both Lo-Inyo Elementary School and Lone Pine High School to estimate what the needed repairs and upgrades would cost in order to help prioritize potential projects. Copies of the complete Facilities Assessment Report and the District’s current funding priorities (as summarized in the Project List) are on file at the District offices, available for public inspection. To address the most critical priorities, the District is now asking the Lone Pine community to authorize the issuance of general obligation bonds, which has not been sought by the District since the 1950’s.

BOND AUTHORIZATION

By approval of this measure by at least 55% of the registered voters voting on the measure, the District will be authorized to issue and sell bonds of up to \$6 million in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List included below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

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

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

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

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

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

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

No Capital Appreciation Bonds. The Bonds shall be issued only as current interest bonds, and NOT as capital appreciation bonds.

Responsible Repayment Cost. The repayment ratio of the bonds will be no more than 2.5 to 1, meaning each dollar of bonds sold will cost taxpayers no more than \$2.50 to repay, including interest.

Additional Sources of Funding. The District will use a portion its own operating budget to meet some of the needs and attempt to gain additional State facilities funding to further improve Lone Pine High School and Lo-Inyo Elementary School.

NO TEACHER OR ADMINISTRATOR SALARIES

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

STATE MATCHING FUNDS

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

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

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

BOND PROJECT LIST

Bond proceeds will be expended on the modernization, renovation, acquisition, construction, reconstruction, rehabilitation, and/or replacement of school facilities of the Lone Pine Unified School District, including the furnishing and equipping of such school facilities, located in the Lone Pine Unified School District.

The Bond Project List below describes the specific types of projects the Lone Pine Unified School District proposes to finance with proceeds of the bonds. Listed projects will be completed as needed at a particular school site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an

indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Until all project costs and funding sources are known, the Board of Trustees cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals or appropriation by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed.

Unless otherwise noted, the projects in this Bond Project List are authorized to be completed at either Lo-Inyo Elementary School or Lone Pine High School, as shall be approved by the Board of Trustees.

The types of projects authorized by this measure are:

- Modernize, upgrade, renovate and repair aging classrooms
- Replace old, leaky windows
- Upgrade student safety and security, including replacing or improving fire alarms and installing new security systems
- Repair and improve aging restrooms and other facilities
- Repair or replace outdated heating, ventilation and air-conditioning systems
- Improve technology infrastructure and replace public address systems
- Make other basic repairs at both District schools, including to roofing, plumbing, electrical systems and other infrastructure
- Make health, safety and handicapped accessibility improvements to ensure compliance with all applicable laws and regulations
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades including but not limited to site access, parking access, staff and student restroom access, relocation of certain existing electrical devices and drinking fountain accessibility
- Abate and remove hazardous materials identified prior or during construction (e.g. lead, asbestos, etc.)
- Address unforeseen conditions and latent defects in materials revealed by these projects (e.g. dry rot, structural, etc.)
- Perform necessary site preparation/restoration in connection with repairs or remodeling
- Make other repairs and improvements to classrooms, facilities and school grounds throughout the District, if State Aid becomes available

Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of

preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: upgrade of facilities for energy efficiencies; repair and replacement of windows, walls, doors and drinking fountains; installation of wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; upgrades of support facilities, including physical education/athletic facilities and maintenance yards; repair and replacement of fire alarms, emergency communications and security systems; resurfacing or replacing of hard courts, turf and irrigation systems and campus landscaping and play fields; improve access to school site; interior and exterior painting and floor covering; demolition; and construction of various forms of storage and support spaces, repair, upgrade and install interior and exterior lighting systems. The upgrading of technology infrastructure includes, but is not limited to, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, display technology, projectors, upgrade voice-over-IP, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

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

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

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE*

"To improve school facilities, upgrade fire alarms and student safety and security, replace old windows, and repair restrooms and other facilities, shall Lone Pine Unified School District issue \$6 million in bonds at legal interest rates, projected tax rates of 6¢ per \$100 of taxable value while bonds are outstanding (averaging approximately \$400,000 annually), and requiring responsible repayment costs, citizens' oversight and audits to ensure funds are ONLY spent for Lo-Inyo Elementary School and Lone Pine High School, and NOT for any other purpose?"

**As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*

APPENDIX C

TAX RATE STATEMENT

An election will be held in the Lone Pine Unified School District (the "District") on June 5, 2018 to authorize the sale of up to \$6 million in general obligation bonds of the District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is submitted in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

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

1. The best estimate of the average annual tax rate that would be required to fund this bond issue over the entire duration of the bond debt service, based on estimated assessed valuations available at the time of filing of this statement, is \$.06 per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2018-19. It is currently expected that the tax will be collected until fiscal year 2047-48.

2. The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is \$.06 per \$100 (\$60 per \$100,000) of assessed valuation. This rate is projected to apply in each fiscal year that the bonds are outstanding. It is estimated that such rate would be levied starting in fiscal year 2018-19 and following.

3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold will be approximately \$11.8 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: February 26, 2018



Heidi Torix, Superintendent
Lone Pine Unified School District



Owens Valley Unified School District

Board of Trustees

Cecil Faircloth	President
Norm Wilder	Vice President
Steven Pischel	Board Clerk
Nate Reade	Board Member
Keith Leon	Board Member

P.O. Drawer E -:- 202 South Clay St.
 Independence, California 93526
 760-878-2405 FAX-760-878-2626
 www.ovusd.org

Superintendent
 Dan Moore

March 6, 2018

Darcy Ellis
 Clerk to the Inyo County Board of Supervisors
 224 North Edwards Street
 Independence, California 93526
 Telephone: (760) 873-0371

RECEIVED
 2018 MAR -7 AM 11:34
 INYO COUNTY
 ADMINISTRATOR
 CLERK OF THE BOARD

Re: Owens Valley Unified School District
General Obligation Bond Election (55%) - June 5, 2018

Dear Ms. Ellis:

Enclosed is the signed Resolution adopted by the Board of Trustees of the Owens Valley Unified School District ordering a general obligation bond election for June 5, 2018. This election is being ordered under Proposition 39 and requires a 55% vote for passage.

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

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

Also enclosed herewith as Appendix C to the Resolution is the originally signed Tax Rate Statement to appear in the Sample Ballot, as required pursuant to Elections Code 9400 and following.

Should you need electronic word versions of any of these files for the purpose of preparing the ballot materials, we would be happy to provide those to you.

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

Yours very truly,

Daniel Moore,
 Superintendent

Courtesy Copy (scan via e-mail):
 Katie Dobson, Bond Counsel (kdobson@joneshall.com)

**OWENS VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1718-04**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OWENS VALLEY UNIFIED SCHOOL DISTRICT ORDERING AN
ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL
OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE
ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH
OTHER ELECTIONS OCCURRING ON JUNE 5, 2018**

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

WHEREAS, the District's facilities are in need of repairs, upgrades, modernization and safety and security improvements in order to provide the education District students deserve in a safe and modern environment; and

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

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

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

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

WHEREAS, under Section 10403 *et seq.* of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, June 5, 2018, the date of the statewide primary election, and to request the Inyo County Registrar of Voters (the "County Registrar") to perform certain election services for the District;

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

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance

of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure from the proceeds of bonds issued pursuant to voter authorization;

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

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

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in a maximum principal amount of \$4.8 million (the "Bonds") for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A and Appendix B, and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be June 5, 2018, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District's last election.

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

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

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

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55% of the voters voting in the District approve of the Bonds, the Board shall:

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

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

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

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

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

5, 2018 within the District. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Inyo County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Inyo County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

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

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

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

Section 14. Engagement of Professional Services. The firm of Eastshore Consulting LLC is hereby appointed to serve as municipal advisor and the firm of Jones Hall, A Professional Law Corporation, is hereby appointed to serve as bond counsel and disclosure counsel, each in connection with the bond election and, if successful, subsequent bond issuances. The Superintendent is hereby authorized and directed to execute agreements with the such firms in the respective forms on file with the Superintendent, as required.

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

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

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

The foregoing Resolution was adopted by the Board of Trustees of the Owens Valley Unified School District of Inyo County, being the Board authorized by law to make the designations therein contained by the following vote, on March 6, 2018.

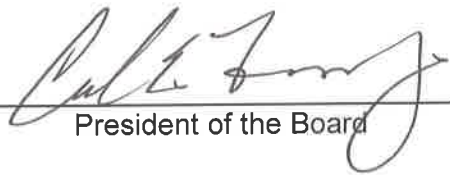
Adopted by the following votes:

AYES: 5

NOES: 0


ABSENT: 0

ABSTAIN: 0



President of the Board

Attest:



Secretary to the Board

APPENDIX A

FULL TEXT OF MEASURE “_”

INTRODUCTION

“To renovate and upgrade classrooms, repair old facilities, make health, safety and security improvements for students, and improve energy efficiency to reduce operating costs, shall Owens Valley Unified School District issue \$4.8 million in bonds at legal interest rates, projected tax rates of 6.0¢ per \$100 of taxable value while bonds are outstanding (generating on average approximately \$325,000 annually), and requiring audits, citizens’ oversight, ALL funds spent on Owens Valley schools and NO money for administrator salaries or pensions?”

BACKGROUND

Owens Valley Unified School District was formed more than 70 years ago, and our current campus was largely built in 1947 for the elementary school, with the addition of the high school in 1967. In 2005, local voters approved Measure B, a \$2.6 million bond which allowed us to obtain more than \$1 million in matching funds from the State, build our multipurpose room, and repair some of our roofs and infrastructure. However, many of our classrooms and other facilities are old and need further repairs and upgrades. In addition, there are other projects that could help the District improve the educational experience it provides to students and reduce our operating expenses to put more money back in the classroom.

Last year, we selected an architect to review our entire campus and provide cost estimates. The resulting facilities assessment, cost estimates and other related information are on file at the District offices, available for public inspection. To address the needs revealed in the assessment, including to renovate and upgrade classrooms, repair old facilities, make health, safety and security improvements for students, and improve energy efficiency to reduce operating costs, the Board of Trustees has decided to ask the community to authorize the issuance of general obligation bonds.

BOND AUTHORIZATION

By approval of this measure by at least 55% of the registered voters voting on the measure, the Owens Valley Unified School District will be authorized to issue and sell bonds of up to \$4.8 million in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

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

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

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

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

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

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

No Capital Appreciation Bonds. The Bonds shall be issued only as current interest bonds, and NOT as capital appreciation bonds.

Responsible Repayment Cost. The repayment ratio of the bonds will be no more than 2.5 to 1, meaning each dollar of bonds sold will cost taxpayers no more than \$2.50 to repay, including interest.

Additional Sources of Funding. The District plans to use a portion its operating budget to address a portion of its facilities needs, and to attempt to gain additional State facilities funding to further improve Owens Valley schools.

NO TEACHER OR ADMINISTRATOR SALARIES

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

STATE MATCHING FUNDS

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

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

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

BOND PROJECT LIST

Bond proceeds will be expended on the modernization, renovation, acquisition, construction, reconstruction, rehabilitation, and/or replacement of school facilities of the Owens Valley Unified School District, including the furnishing and equipping of such school facilities.

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

- Repair, replace or renovate aging buildings and infrastructure
- Upgrade student safety and security, including installing new security systems
- Modernize, renovate, construct and/or expand aging and outdated classrooms and school facilities to meet 21st Century educational standards, including providing updated furnishings and other equipment to facilitate a modern learning environment
- Make health, safety and handicapped accessibility improvements to ensure compliance with all applicable laws and regulations
- Make other basic repairs, including to roofing, plumbing, electrical and sewer systems
- Repair or replace outdated heating, ventilation and air-conditioning systems
- Upgrade inadequate electrical systems
- Improve technology infrastructure and replace public address systems
- Make facility improvements to increase the District's energy efficiency and reduce operating costs
- Repair, replace and/or upgrade paved surfaces, turf, and other grounds and outdoor areas, including to eliminate safety hazards
- Make Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades including ensuring site access, parking, staff and student restrooms, relocation of existing electrical devices, drinking fountains, playground equipment, etc. as necessary, to ensure adequate accommodations are provided and all legal requirements are met
- Upgrade, repair and/or expand school site parking, roadways, grounds and other infrastructure such as utility systems, including installing exterior lighting, repairing pathways, walkways, ADA access ramps, and make landscaping improvements including irrigation
- Improve, rehabilitate and/or construct playgrounds, fields, play structures and other facilities for school, P.E. and community use, including swimming facilities and the provision of related equipment

- Abate and remove hazardous materials identified prior to or during construction (e.g. lead, asbestos, etc.)
- Address unforeseen conditions and latent defects in materials revealed by these projects (e.g. dry rot, structural, etc.)
- Perform necessary site preparation/restoration in connection with repairs or remodeling
- Make other improvements to classrooms and repair, replace, renovate or construct additional new facilities in the District (including solar installations), to the extent State Aid becomes available

Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; costs of the election; bond issuance costs; and project construction oversight and administration during the duration of such projects, including by District personnel, as permitted by law. The upgrading of technology infrastructure includes, but is not limited to, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, display technology, projectors, upgrade voice-over-IP, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

The scope and nature of any of the specific projects described above may be altered by the District as required by unforeseen conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for the District to be undertaken as new construction, this bond measure authorizes land acquisition, relocation, expansion, and construction and/or reconstruction, and all costs relating thereto, for said reason or, alternatively, based on other considerations deemed in the best interest of the District by the Board of Trustees. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. In addition, authorized projects include reimbursements for paid project costs and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes, and including

payment and prepayment of lease payments relating to projects and/or equipment previously financed.

Approval of the Measure does not guarantee that all of the identified projects within this Bond Project List will be funded beyond what can be completed with local funds generated by the Measure. The District plans to pursue funds from the State of California, if available, to complete certain of the identified facilities projects.

The order in which school facilities projects are listed in the foregoing Bond Project List does not suggest an order of priority. Project priorities will be determined by the Board of Trustees. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

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

APPENDIX B

ABBREVIATED FORM OF MEASURE “ ”*

“To renovate and upgrade classrooms, repair old facilities, make health, safety and security improvements for students, and improve energy efficiency to reduce operating costs, shall Owens Valley Unified School District issue \$4.8 million in bonds at legal interest rates, projected tax rates of 6.0¢ per \$100 of taxable value while bonds are outstanding (generating on average approximately \$325,000 annually), and requiring audits, citizens’ oversight, ALL funds spent on Owens Valley schools and NO money for administrator salaries or pensions?”

Bonds—Yes

Bonds—No

**As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*

APPENDIX C

TAX RATE STATEMENT

An election will be held in the Owens Valley Unified School District (the "District") on June 5, 2018, to authorize the sale of up to \$4.8 million in general obligation bonds of the District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.


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

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is 6.0¢ per \$100 of assessed valuation (or \$60 per \$100,000 of assessed value). The final fiscal year in which it is anticipated that the tax will be collected is 2047-48.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is 6.0¢ per \$100 of assessed valuation (or \$60 per \$100,000 of assessed value). It is estimated that such rate would be levied each year the bonds are outstanding, starting in fiscal year 2018-19.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$9.4 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and durations and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold

will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By:  _____
Dan Moore, Superintendent
Owens Valley School District