

# 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.

### October 1, 2019 - 8:30 AM

#### 1. **PUBLIC COMMENT**

### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio. MDL 2804).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*).
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
5. **PLEDGE OF ALLEGIANCE**
  6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  7. **PUBLIC COMMENT**

8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
9. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Daniel Armogida, Deputy, and Josyln Cash, Correctional Officer, Sheriff's Department.
10. **PROCLAMATION - Supervisor Kingsley** - Request Board approve a proclamation recognizing the dedication of the newly minted Alabama Hills National Scenic Area.

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

11. **County Administrator - Parks & Recreation** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Park and Campground Maintenance Helper position exists in the General Fund as certified by the Assistant Administrator and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply; and C) approve the external recruitment and hiring of one (1) Parks and Campground Maintenance Helper at Range PT50 (\$15.05 - \$18.27/hr.).
12. **Health & Human Services - Social Services** - Request Board approve the job description for the Social Services Aide classification and change the Department's authorized strength by deleting one (1) Health and Human Services Specialist III at Range 57 and adding one (1) Social Services Aide at Range 60.

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

13. **Agricultural Commissioner** - Request Board approve Resolution No. 2019-44, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from the Sierra Nevada Conservancy for the Eastern Sierra Noxious Weeds Project," and authorize the Chairperson to sign.
14. **County Administrator** - Request Board authorize payment to the Town of Mammoth Lakes for a prior-year invoice in the amount of \$5,000 as part of Inyo County's share of reimbursement for clerking activities related to the Eastern Sierra Council of Governments.
15. **County Administrator** - Request Board approve and authorize the Chairperson to sign a letter of support for Eastern Sierra Transit Authority's FTA Section 5304 grant application to plan future transportation services.
16. **County Administrator - Advertising County Resources** - Request Board approve final payments from the 2018-19 Advertising County Resources Budget in the following amounts: \$3,357 to the Lone Pine Chamber of Commerce for the 2019 Images of Inyo Shoot Out Photo Contest; \$1,416.50 to the Lone Pine Chamber of Commerce for Concerts in the Courtyard; and \$1,300 to the Friends of the Inyo for the 2019 Owens Lake Bird Festival.
17. **County Administrator - Information Services** - Request Board amend the July 9, 2019 minutes and corresponding Board Order for the Canon Financial Services Contract Amendment approved by your Board, to add a "not to exceed" contract amount of \$100,800 not included in the original departmental request.

18. **Health & Human Services - Behavioral Health** - Request Board approve the Prevention Early Intervention (PEI) Three Year Evaluation Report as a supplement of the Mental Health Services Act (MHSA) Plan Update for Fiscal Year 2018-2019 and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to submit the report to the California Mental Health Services Oversight and Accountability Commission (MHSOAC).
19. **Health & Human Services - Health/Prevention** - Request Board: A) approve an amendment to the August 6, 2019 minutes and Board Order regarding Standard Agreement No. 18-10869 between the County of Inyo and the California Department of Public Health; and B) authorize the HHS Director to sign a current Contract Certification Clause for resubmittal to the State.
20. **Public Works** - Request Board: A) approve the plans and specifications for the Mazourka Shop Fencing Project; and B) authorize the Public Works Director to advertise and bid the project.
21. **Public Works - Road Dept.** - Request Board approve the purchase of one Caterpillar Inc. Model 918M Wheel Loader from Quinn Company of City of Industry, CA in an amount not to exceed \$157,322.00.
22. **Public Works - Road Dept.** - Request Board approve the closure of a portion of Line Street in Lone Pine on Wednesday, October 2, 2019 between the hours of 12:30 p.m. and 1:30 p.m.
23. **Public Works - Road Dept.** - Request Board approve the closure of a portion of School Street in Big Pine from 8:45 a.m. to 10:00 a.m. on October 12, 2019 for the purpose of the Big Pine Homecoming Parade.
24. **Public Works - Road Dept.** - Request Board approve the closure of a portion of Bartell Road on October 5, 2019 between the hours of 8:00 a.m. and 12:00 p.m. for the purpose of the Big Pine Paiute Tribe's Fall Fandango.

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

25. **Health & Human Services - Health/Prevention** - Request Board ratify and approve Standard Agreement Number 19-10419 between the County of Inyo and the California Department of Public Health for the provision of HIV surveillance services for a total grant amount of \$23,340 from the period of July 1, 2019 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign the Standard Agreement, Contractor Certification, Civil Rights Form, and the Darfur Contracting Act Certification.
26. **Sheriff** -  
Request Board:  
A) amend the Fiscal Year 2019-2020 Sheriff Safety Budget 022710 as follows: increase estimated revenue in Federal Grants Revenue Code No. 4555 by \$2,500 and increase appropriation in Overtime Object Code 5003 by \$2,500 (*4/5ths vote required*); and  
B) ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration of United States for the provision of Organized Crime Drug Enforcement Task Forces FY 2019 Agreement in an amount not to exceed \$2,500 for the period of April 1, 2019 through September 30, 2019, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

27. **County Administrator - Personnel** - Request Board ratify and approve the July 1, 2019- June 30, 2022 Memorandum of Understanding between the County of the Inyo and the Law Enforcement Administrators Association (LEAA).
28. **County Administrator - Recycling & Waste Management/Emergency Services** - Request Board consider approving and authorizing the Chairperson to sign Resolution No. 2019-45, waiving gate fees for green waste disposal at all Inyo County Landfills on Saturday, November 2, 2019 and Sunday, November 3, 2019 and quarterly thereafter on the third weekends of January, April, July and October of each year until changed by Board consensus.
29. **County Administrator** - Request Board: A) conduct workshop regarding regional dispatch; and B) authorize expenditure of up to \$25,000 to fund 25% of a feasibility study.
30. **County Administrator - Emergency Services** - Request Board discuss and consider continuation of the local emergency that was proclaimed as the result of Taboose Fire.
31. **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.
32. **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.
33. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of September 10, 2019 and September 17, 2019.

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

34. **PUBLIC WORKS - 11 A.M.** - Request Board: A) hold a public hearing to receive and consider input on proposed increases in the County's rates and charges for water service; and B) if the Board finds and determines that it has not received written protests to the proposed rates and charges from a majority of the affected parcels, then approve and authorize the Chairperson to sign Resolution No. 2019-46, approving new or increased rates for town water system services.

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

35. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Supervisor Matt Kingsley

**SUBJECT:** Proclamation Celebrating the Alabama Hills National Scenic Area

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**RECOMMENDED ACTION:**

**PROCLAMATION - Supervisor Kingsley** - Request Board approve a proclamation recognizing the dedication of the newly minted Alabama Hills National Scenic Area.

**SUMMARY/JUSTIFICATION:**

On March 12, 2019, the John D. Dingell Jr. Conservation, Management, and Recreation Act, also known as S.47, was signed into law. Included in the omnibus bill was the California Desert Protection and Recreation Act, sponsored by Congressman Paul Cook, that designates more than 18,000 acres of the Alabama Hills a National Scenic Area.

The designation brings long overdue recognition to the valuable cultural, geological, historical, recreational, scientific, and cinematographic resources found in the landscape, along with enhanced protections to ensure continued access to and preservation of the land for future generations. It also is the culmination of 10 years of hard work on the part of the Alabama Hills Stewardship Group and the dozens of user groups and stakeholders they brought together in support of the designation.

A celebration in honor of the newly minted National Scenic Area is scheduled for Saturday, October 5 at the Museum of Western Film History from 6-8 p.m. Prior to the public reception, a pre-event ribbon cutting will take place to dedicate the new National Scenic Area.

Given our Board's consistent and strong support for the Alabama Hills Stewardship Group's efforts, I request our Board's approval of a ceremonial proclamation celebrating the National Scenic Area designation and recognizing the hard work and efforts of so many over the past 10 years.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no financial impact associated with approval of this proclamation.

**ATTACHMENTS:**

1. AHNSA Dedication Proclamation
2. Event Flier

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 9/25/2019  
Final Approval - 9/25/2019



C O U N T Y O F

# Inyo

## Proclamation

### PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA CELEBRATING THE ALABAMA HILLS AS A NATIONAL TREASURE BY RECOGNIZING THE DEDICATION OF THE NEWLY MINTED ALABAMA HILLS NATIONAL SCENIC AREA

**Whereas**, on March 12, 2019, the Inyo County Board of Supervisors gratefully joined the millions of Americans celebrating the U.S. President signing into law S.47, the John D. Dingell Jr. Conservation, Management, and Recreation Act; and

**Whereas**, among the more than 100 bills contained in S.47 was the California Desert Protection and Recreation Act sponsored by Congressman Paul Cook, which designated more than 18,000 acres of existing federal land in Inyo County as the Alabama Hills National Scenic Area; and

**Whereas**, the purpose of a National Scenic Area, as stated in the legislation, is to "... conserve, protect, and enhance for the benefit, use, and enjoyment of present and futures generations the nationally significant scenic, cultural, geological, educational, biological, historical, recreational, cinematographic, and scientific resources ...;" and

**Whereas**, the Alabama Hills have long been treasured for these many valuable resources, starting thousands of years ago with the indigenous residents of the valley, continuing in the 1920s with Hollywood film producers who inspired a century-long cinematic love affair with the landscape, and enduring today as locals and visitors alike explore, study, and recreate in the Hills while introducing their wonders to new generations; and

**Whereas**, the long-sought National Scenic Area designation is owed to not only overwhelming bipartisan support in both the House and Senate, but also the hard work, passion, and perseverance of a group of Inyo County business owners, community leaders, and Tribal members who believed in bringing recognition to a truly special place while preserving the area's heritage and a multitude of existing uses; and

**Whereas**, these individuals formed the Alabama Hills Stewardship Group, and were able to bring together a widespread and diverse collection of 30 stakeholder and 40 different user groups who shared a common love for the Hills; and

**Whereas**, for 10 years, the Stewardship Group – with unparalleled support of stakeholder groups – wrote letters, lobbied lawmakers in Washington, D.C., helped draft legislation, and never lost sight of their goal; and

**Whereas**, the National Scenic Area designation is more than the culmination of their blood, sweat, and tears: it is the validation of a strongly held belief in the need to spotlight the Alabama Hills as one of America's most unique and treasured landscapes, as well as the need to manage these lands in a balanced way that maintains existing uses and preserves precious resources for the future.

**Now, Therefore, Be It Proclaimed**, this 1<sup>st</sup> day of October 2019, that the Inyo County Board of Supervisors joins in celebrating the Alabama Hills as a national treasure by recognizing the dedication of the newly-minted Alabama Hills National Scenic Area.

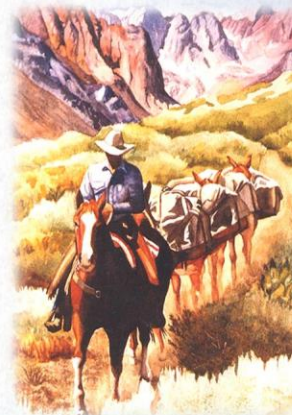
Supervisor Dan Totheroh, District 1

Supervisor Jeff Griffiths, District 2

Supervisor Mark Tillemans, District 4

Chairperson Rick Pucci, District 3

Supervisor Matt Kingsley, District 5



Please join us for a celebration of place and stories



# Alabama Hills

## National Scenic Area Celebration

Saturday October 5, 2019

6:00 - 8:00 p.m.

Museum of Western Film History  
701 S. Main Street, Lone Pine, CA



**ALABAMA HILLS**  
STEWARDSHIP GROUP



In March of 2019, the heart of the Alabama Hills was designated a National Scenic Area after more than a decade of hard work by so many.

Join us for a public reception to recognize this accomplishment and celebrate this magnificent place with the community of Lone Pine.

\*\*\*There will be a pre-event ribbon cutting in the Alabama Hills at 4:00 p.m. RSVP is required for the pre-event as transportation is limited. (RSVP at [alabahillscelebration@gmail.com](mailto:alabahillscelebration@gmail.com)).

For more information on the celebration contact Sherri Lisius at 760.872.5000





# County of Inyo



## County Administrator - Parks & Recreation

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Leslie Chapman

**SUBJECT:** Request to Hire One Seasonal Helper for the Parks and Recreation Dept.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Park and Campground Maintenance Helper position exists in the General Fund as certified by the Assistant Administrator and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply; and C) approve the external recruitment and hiring of one (1) Parks and Campground Maintenance Helper at Range PT50 (\$15.05 - \$18.27/hr.).

**SUMMARY/JUSTIFICATION:**

Operation of the County parks and campgrounds relies on help from seasonal employees during the winter. The department is requesting that one seasonal employee be hired for the period from November through April to assist regular County staff in maintaining the facilities during our winter season. This position is included in the approved 2019/2020 budget.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

Funding for this position is included in the FY 2019-20120 Parks and Recreation Budget 076998 object code 5012.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 9/10/2019
Darcy Ellis	Approved - 9/10/2019
Teresa Elliott	Approved - 9/12/2019
Sue Dishion	Approved - 9/16/2019
Amy Shepherd	Approved - 9/16/2019
Marshall Rudolph	Final Approval - 9/16/2019



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Marilyn Mann

**SUBJECT:** Approve Social Services Aide job description and change authorized strength.

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**RECOMMENDED ACTION:**

Request Board approve the job description for the Social Services Aide classification and change the Department's authorized strength by deleting one (1) Health and Human Services Specialist III at Range 57 and adding one (1) Social Services Aide at Range 60.

**SUMMARY/JUSTIFICATION:**

During the budget hearings, your Board approved the Department's request to delete four (4) Health and Human Services Specialist (HHSS) III's at Range 57 from the Aging and Social Services Division and four (4) Social Services Aide positions at Range 60, consistent with the Merit Systems classification, contingent upon the Board's approval of the job description. The Social Services Aide classification is a Merit System position and the attached job description is the State-approved job description for the position. The Department respectfully requests that your Board adopt the description for use in recruiting and hiring vacant positions for this classification.

Additionally, the Department inadvertently overlooked a fifth HHSS III position that is housed in our Tecopa office and is respectfully requesting that your Board delete one Health and Human Services Specialist III at Range 57 and add one Social Services Aide at Range 60. This position provides valuable support to Social Workers in the provision of child welfare services, adult protective services, and In Home Supportive Services in our most remote area of the County. The Department is respectfully requesting that you approve this recommended change in authorized strength.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny the request, which would result in the budget action taken by your Board not being implemented, as well as the one remaining HHSS III position not being aligned with others in the same classification.

**OTHER AGENCY INVOLVEMENT:**

California Personnel System; California Department of Social Services

**FINANCING:**

State, Federal, Social Services Realignment, and County General funds. This position is budgeted 100% in the Social Services (055800) in the Salary and Benefits object categories.

**ATTACHMENTS:**

1. Social Services Aide Job Description

**APPROVALS:**

Marilyn Mann	Created/Initiated - 9/23/2019
Darcy Ellis	Approved - 9/23/2019
Sue Dishion	Approved - 9/24/2019
Amy Shepherd	Approved - 9/25/2019
Marilyn Mann	Final Approval - 9/25/2019

**CPS HR CONSULTING**  
invites applications for the position of:



## **Social Service Aide**

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**SALARY:** \$3,684.00 - \$4,475.00 Monthly  
**DEPARTMENT:** Inyo County Health and Human Services  
**OPENING DATE:**  
**CLOSING DATE:**  
**TENTATIVE WRITTEN EXAM DATE:**

**TENTATIVE ORAL EXAM DATE - WEEK OF:**

**POSITION INFORMATION:**

Under general supervision, the Social Service Aide provide supervision and care of abandoned, neglected, and abused children in protective custody; assists Social Workers by performing specifically designated tasks related to the improvement of family functioning and child care and child welfare services; and performs related work as required.

Social Service Aide is a paraprofessional class. Incumbents assist Social Workers by relieving them of routine tasks such as performing various tasks for Child Welfare Services. Incumbents work under close supervision within established guidelines and parameters.

The Social Service Aide differs from the Social Worker in that the former requires a lower level of skill and training than the level required of a professional Social Worker.

**SUPERVISION EXERCISED AND RECEIVED**

Incumbents in the Social Service Aide classification receive supervision from a Social Worker Supervisor or other higher-level supervisor or manager.

**EXAMPLES OF DUTIES:**

**TYPICAL DUTIES AND EMPLOYMENT STANDARDS:**

**Duties may include, but are not limited to, the following:**

- Conducts ongoing client needs assessments and verifies needs by contacting medical and health services providers.
- Presents client assessments to professional staff for approval.
- Completes narrative reports regarding a client's condition and services provided and/or recommended. Enters data regarding case and client information and contacts into automated system.
- Makes client referrals to medical personnel or social workers as needed.
- Provides direct training and counseling to parents on parenting and household management skills, and teaches families about nutritional meal preparation, budgeting and household care.
- Monitors the medical and psychological care of abused children.
- Supervises visits between parents and children and reports observations to social worker.
- Provides emergency child care.
- Transports or accompanies clients to appointments for service or interviews.

- May testify in juvenile court hearings.
- Assists Social Workers in providing a variety of child social services.
- Acts as liaison between clients and professional staff, individuals and groups in the community serviced.
- Directly assists families in using and learning about the resources of society, particularly medical, legal and employment services.
- Maintains records of work performed, and performs other related work as required.
- Performs related duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Basic rules and regulations regarding child abuse reporting, and Welfare and Institution Codes.
- Departmental and community resources useful to clients served.

### **Ability to:**

- Interview persons to obtain a variety of information applicable to the provision of social services.
- Understand and accept differences in human behavior resulting from cultural, economic or other forms of deprivation.
- Effectively instruct parents in parenting and household skills.
- Deal with physically and sexually abused children.
- Prepare basic written reports or narratives.
- Recognize and report specific indications of need for social services.
- Maintain confidential information in accordance with legal standards and/or County regulations.
- Establish and maintain effective working relations with co-workers, outside organizations, and the public.

### **ESSENTIAL FUNCTIONS:**

- Operate a personal computer and other modern office equipment, including repetitive hand and arm motions.
- Occasionally lift up to 20 pounds
- Consistently required to operate a motor vehicle.
- Communicate effectively with others in person and over the telephone.
- Interpret directions, procedures and regulations, and develop appropriate responses.
- Perform job duties under stressful conditions.
- Respond appropriately to situations.
- Maintain confidential information in accordance with legal standards and/or County regulations.

### **MINIMUM QUALIFICATIONS:**

Sixty (60) semester units or ninety (90) quarter units of college, including fifteen (15) semester units or twenty-two and one-half (22.5) quarter units in social welfare, social/human service, sociology, or other social or behavioral science;

**OR**

Two (2) years of full-time experience providing social services in a public or private setting to disadvantaged adults or children;

**OR**

A combination of education and comparable experience equivalent to two years of full-time experience which includes a minimum of fifteen (15) semester units or twenty-two and one-half (22.5) quarter units in social or behavioral science. When combining education and experience; fifteen (15) semester units or twenty-two and one-half (22.5) quarter units equal six months of experience.

Examples of social or behavioral science courses include: anthropology, criminal justice, economics, education, ethnic studies, history, human development, law, nursing, nutrition, philosophy, political

science, psychology, public health, religion, social welfare, sociology, welfare, women's studies.

While the above requirements outline the minimum qualifications, applicants may be further evaluated for qualifications beyond those listed. Those applicants that are determined to be most highly qualified will be invited to participate in the next step of the selection process.

## **SUPPLEMENTAL INFORMATION:**

### **ADDITIONAL INFORMATION**

- A valid driver's license will be required at the time of appointment and employees may also be required to drive their own car, provide proof of car insurance and a DMV clearance.
- Current and future vacancies will be filled contingent upon continued funding; should funding cease, the position will be eliminated.
- Position may require pre-employment drug testing, physical and fingerprinting for a background investigation.
- Government agencies accessing US government information, which include federal tax information must ensure that background investigation requirements for all agency employees and contractors that have access to federal tax information are consistent to the IRS background investigation requirements for access to federal tax information. A background check may be required if the position requires access to these types of records. Background requirements consist of three components which include, fingerprinting, citizenship verification and local law enforcement checks. Applicable agencies must conduct investigation during time of hire and ensure a reinvestigation is conducted 10 years from the date of the previous background investigation for each employee that has access to federal tax information.

### **VETERAN'S PREFERENCE**

If you would like to request Veteran's preference points as part of the application packet, please attach a copy of your DD-214 form to your application.

### **EXAMINATION INFORMATION**

If supplemental questions are included as a part of this job bulletin, applicants may be rated based upon their responses to the supplemental questions. If rated, only those that are determined to be highly qualified will be invited to participate in the next step of the selection process.

### **SPECIAL TESTING ARRANGEMENTS**

Special testing arrangements may be made to accommodate applicants for disability, military, or religious reasons. If you require such arrangements, please contact CPS HR Consulting at [mss@cpsshr.us](mailto:mss@cpsshr.us) or 916-471-3507 upon notification that your application has been approved. Documentation from medical, military, school, or church officials outlining the accommodation request must be received by our office a minimum of five business days prior to a scheduled examination.

### **ABOUT INYO COUNTY**

Self-proclaimed as the Adventure Capital of the World, Inyo County offers natural and extreme geographic diversity. From Mount Whitney, the highest peak in the 48 contiguous US states to the lowest elevation in North America at Badwater Basin in Death Valley National Park, Inyo County has the greatest elevation difference of any of the California counties. The County is also home to the oldest life forms in the world with the Great Basin bristlecone pines, and notably the oldest living tree on Earth. Inyo County is the second largest in area in California, and the Death Valley area comprises half of the County. With these extremes of nature, as you would expect, there are abundant activities, including world class alpine climbing, backcountry skiing, hang gliding, and mountain biking. There is a wealth of beauty to be found in the peaceful desert, mountain streams, granite peaks, wildflower covered meadows, and the historic John Muir Wilderness. The rich natural history and breathtaking scenery make Inyo County a favorite location for visitors and residents alike.

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APPLICATIONS MAY BE FILED ONLINE AT:  
<https://www.governmentjobs.com/careers/cpsshr>

2450 Del Paso Road

## Health and Human Services Specialist III (MSS Class Title: Social Service Aide) Supplemental Questionnaire

- \* 1. As of today, have you received a Bachelor's degree from an accredited college or university in the United States?

Applicants who completed their education outside of the United States must submit verification of degree and/or course equivalency with the application. Organizations that provide foreign education credential evaluation services can be found at [www.naces.org](http://www.naces.org). CPS HR Consulting will accept verification of degree and/or course equivalency from any of the listed member agencies. You must attach all pertinent documents before submitting the application.

- Yes  
 No

2. How many college credits do you have? Please specify the number of units and whether they are Quarter or Semester.

3. The minimum qualifications for Social Service Aide (under Pattern I) requires the equivalent to completion of two (2) years of college, including fifteen (15) semester (22.5 quarter) units in social welfare, social/human service, sociology, or other social or behavioral science. Examples of social or behavioral science courses include: anthropology, criminal justice, economics, education, ethnic studies, history, human development, law, nursing, nutrition, philosophy, political science, psychology, public health, religion, social welfare, sociology, welfare, women's studies.

**APPLICANTS WISHING TO USE THEIR EDUCATION TO QUALIFY MUST SUBMIT THIS CLASS COURSE LISTING. ONLY ENTER THE COURSEWORK REQUIRED TO MEET THE MINIMUM QUALIFICATIONS AS STATED IN THE JOB ANNOUNCEMENT.** (College transcripts **MAY NOT** be substituted for this form.)

List the following for **EACH COLLEGE COURSE**:

1. Subject
2. Course #
3. Course Title
4. Total # Units
5. Units of Measure (Semester or Quarter)
6. Name of College

Applicants who completed their education outside of the United States must submit verification of degree and/or course equivalency with the application. Organizations that provide foreign education credential evaluation services can be found at [www.naces.org](http://www.naces.org). CPS HR Consulting will accept verification of degree and/or course equivalency from any of the listed member agencies. You must attach all pertinent documents before submitting the application.

\* Required Question





# County of Inyo



## Agricultural Commissioner

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Nathan Reade

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2019-44, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds from the Sierra Nevada Conservancy for the Eastern Sierra Noxious Weeds Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The Sierra Nevada Conservancy administers a Forest Health Grant program that disperses the California Prop 1 and Prop 68 funds.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approve this grant application; however this is not recommended as these types of grant funding opportunities are not readily available.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for in-kind expenditures contained in this request is already in place through existing staff positions. Weed management activities are wholly funded by outside grants and contracts. This revenue will apply to budget number 621300, as a state grant revenue.

**ATTACHMENTS:**

1. SNC\_ForestHealth\_PreApplicationForm\_updated090619
2. SNC\_ForestHealth\_DetailedBudgetWorksheet
3. Authorization\_Resolution

**APPROVALS:**

Alexandra Barbella

Created/Initiated - 9/9/2019

Darcy Ellis  
Alexandra Barbella  
Sue Dishion  
Amy Shepherd  
Marshall Rudolph

Approved - 9/10/2019  
Approved - 9/10/2019  
Approved - 9/11/2019  
Approved - 9/12/2019  
Final Approval - 9/16/2019



**Sierra Nevada Watershed Improvement Program  
Forest Health Grant Program FY2019-2020**



**PRE-APPLICATION**

<b>SNC Grant #</b>	1245
<b>Applicant Organization</b>	Eastern Sierra Weed Management Area
<b>Project Name</b>	Eastern Sierra Weed Management Area Noxious Weeds Project
<b>County(ies) in which project is located</b>	Inyo and Mono Counties
<b>Project Category</b>	<input checked="" type="checkbox"/> <b>Category One</b> On-the-ground site improvement or fee title acquisition. Maximum \$1,000,000 grant award.  <input type="checkbox"/> <b>Category Two</b> Pre-project activities that are necessary for a specific, future on-the-ground project(s). Maximum \$100,000 grant award.
<b>SNC Grant Request \$</b>	<b>\$107,085.89</b>

**Contact Information**

Please provide information below for both the **primary contact related to the application** and, if different, the **representative who is authorized to apply for a grant and enter into a grant agreement** on behalf of the applicant organization.

<b>Applicant Contact Name</b>	<b>Authorized Representative Name</b>
Nathan Reade	Alexandra Barbella
<b>Applicant Contact Title</b>	<b>Authorized Representative Title</b>
Agricultural Commissioner	Project Coordinator
<b>Applicant Contact Phone</b>	<b>Authorized Representative Phone</b>
760-873-7846	760-873-3578
<b>Applicant Contact Email</b>	<b>Authorized Representative Email</b>
nreade@inyocounty.us	abarbella@inyocounty.us
<b>Applicant Contact Address</b>	<b>Authorized Representative Address</b>
207 South St. Bishop Ca 93514	207 South St. Bishop Ca 93514



## PRE-APPLICATION

### Project Summary

Provide a Project Summary of no more than five sentences including the project location, acreage, purpose, partners, and estimated cost.

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The goal of this project is to eradicate Spotted Knapweed, Perennial Pepperweed, Canada Thistle and Dalmatian Toadflax at six different locations in the Eastern Sierra (Onion Valley, Aspendell, Pinecreek, Mammoth Lakes, and Tioga Pass). The cumulative area of these sites is 146 acres. The project will be implemented by a collaboration of two of the Eastern Sierra Weed Management Area partners: the Agricultural Commissioner's Office and the Inyo National Forest. The total estimate for managing these sites for three and a half years is \$199,077.89; \$107,085.89 of which would be provided by the SNC Forest Health Grant and the rest from in-kind contributions.

### Project Description

Provide a brief overview of the project including why the project is a priority, project acreage, proposed treatments (Category One) or planning approach (Category Two), timeframe, and the expected natural resource and community benefits.

If SNC would be funding only a portion of a larger project, please clearly identify how and where SNC funds would be used.

Proposals for Category Two planning projects should describe both the planning effort and the specific potential future implementation project.

Provide a general overview only, no more than two pages. A more detailed Project Description will be required in the Application.

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The Eastern Sierras are world renowned for their natural beauty and recreational opportunities. In fact, a large component of the economic activities of Inyo and Mono Counties rely on tax revenue from eco-tourism. This irreplaceable resource is under constant threat from degradation from invasive plants that if allowed to proliferate will dominate the landscape, decrease flora and fauna biodiversity, and increase the fire hazard by adding new fuel ladders and fuel loads. Controlling invasive weeds is a vital aspect of forest health management. Invasive plants have been shown to alter trophic dynamics (Wigginton 2014), how the landscape is used by wildlife (Carson 2016), and fire regimes (Brooks 2004). In addition, if invasive weed infestations are left unmanaged the economic cost of removal and environmental remediation increases every year (Leung 2002, Pimentel 2005, Holmes 2009). These outcomes will make the Eastern Sierras a less attractive destination, threaten the



## PRE-APPLICATION

livelihood for both counties, and create a management problem too costly and large to manage.

Noxious weeds in the Eastern Sierra must be monitored and controlled because they can quickly spread into remote wilderness areas and into the watershed affecting water dynamics and use. All of the waterways in Inyo and Mono counties are in the Southern Lahontan Watershed Area. Water from this watershed is used for local inhabitants as well as the greater Los Angeles Metropolitan Area. This project will target high priority weeds as designated in the Eastern Sierra Weed Management Area Strategic Plan, particularly Spotted Knapweed and Perennial Pepperweed. These weeds are known to form dense stands that crowd out native plants and animals, and create fuel ladders up to 8 feet tall. In addition, Spotted Knapweed is spreading throughout the roads and trails of the town of Mammoth Lakes. Mammoth Lakes is the largest source of recreation revenue in Mono County and is nestled in Inyo National Forest land. The recreation attraction in Mammoth Lakes is the dense network of walking and biking trails in and around town; creating a perfect storm of human-weed interaction. Spotted Knapweed is a large problem because it is not only a threat to forest health, but it is a human health issue too. Spotted Knapweed is a skin irritant and can cause rashes in those who come into contact with it.

The rest of the Eastern Sierra has extremely popular backpacking and hiking trailheads such as Tioga Pass next to Yosemite National Park and Onion Valley trail head which is about 10 miles from Kings Canyon and Sequoia National Parks. These areas receive thousands of visits per year. If Perennial Pepperweed and Spotted Knapweed are allowed pass from these areas into the back county wilderness forests, the infestations would be economically unfeasible to treat.

Fortunately, the Eastern Sierras have a unified weed management organization in the form of the Eastern Sierra Weed Management Area (ESWMA). The ESWMA is a collaboration of land management agencies operating in Inyo and Mono Counties and has been successfully addressing the invasive weed issues in Inyo and Mono Counties since 1996. The ESWMA is bound by a Memorandum of Understanding (MOU) and a Strategic plan that is voted on by the participating partners. Members include Inyo & Mono Counties Agricultural Commissioner's Office, the Inyo National Forest, CalTrans, CalFire, Inyo/Mono RCD, Humboldt Toiyabe National Forest, Bureau of Land Management, California State Parks, the Bishop Paiute Tribe Environmental Office, Inyo/Mono Cattlemen's Association, and the City of Los Angeles Department of Water and Power. The ESWMA continues to meet regularly to share information and resources and is committed to seek funding for important invasive weed control projects within their boundaries.

The Eastern Sierra Weed Management Area is proposing a category one project intended to eradicate invasive weeds at twelve sites located in Conifer forests throughout Mono and Inyo Counties. The total combined acreage of the sites is 146 acres (acreage was calculated from GPS observations entered into ArcGIS software). The sites proposed in this application are a priority because these sites threaten sensitive habitats (sites near waterways), recreation and



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property (sites in Mammoth Lakes), and, if left untreated, the long-term environmental and economic impacts will be greater (Leung 2002, Pimentel 2005, Holmes 2009). Three sites are also in or near water ways which means those populations have increased risk of spreading via the waterway and damaging or clogging those waterways (Van Oorschot 2017). All of these sites are part of long-term effort by the ESWMA and the Inyo National Forest to monitor invasive species occurrence and manage invasions as they happen.

Each site will be visited a minimum of two times each summer season by qualified staff from the Inyo & Mono Counties Agricultural Commissioner's Office and the Inyo National Forest. If target weeds are entirely removed, they will be revisited once a season for five seasons before the site can gain the designation of eradicated. ESWMA builds five-year plans for each site regardless of funding, to ensure a unified and strategic management of each site. Exact visits depend on snow pack coverage and the biology of the plants (herbicides can only be applied to certain life stages), but expected site visits are planned for the summer (June) and fall (September) of 2020, 2021, 2022, and 2023. Weeds targeted at these sites are Perennial Pepperweed (*Lepidium latifolium*), Dalmatian Toadflax (*Linaria Dalmatica*), Canada Thistle (*Cirsium arvense*) and Spotted Knapweed (*Centaurea stoebe*). Methods of removal will include mechanical extraction (hand pulling) and herbicide application as the biology of the plants and NEPA permits allow (Wilson et al 2008, Macdonald et al 2018, Kyser et al 2013).

The sites located on the Mammoth Lakes Map (Map #2) are currently funded by a CDFA award (award number 18-0658-000-SG). The funding for these sites will end March 31, 2021, but they will still need monitoring and potentially management efforts in summer and fall of 2021, 2022, and 2023. Efforts at the other sites will be entirely funded by the SNC award.

Prevention is the best remediation, thus this project will include visitor awareness outreach in the form of an educational website that will be linked to from popular recreation research websites. The success of this project will be measured by the reduction or eradication of target invasive weeds and number of visitors to the web page.

Brooks et al. 2004. Effects of Invasive Alien Plants on Fire Regimes Bioscience Vol. 54 No. 7 677-688

Carson et al. 2016. Flowering phenology influences bee community dynamics in old fields dominated by the invasive plant *Centaurea stoebe*. Basic and Applied Ecology 17 (2016) 497–507.

Van Oorschot et al. 2017. Modeling invasive alien plant species in river systems: Interaction with native ecosystem engineers and effects on hydro-morphodynamic processes. WATER RESOURCES RESEARCH. Volume: 53 Issue: 8 Pages: 6945-6969

Wilson et al. 2008. Integrated Management of Perennial Pepperweed (*Lepidium Latifolium*). Invasive Plant Science and Management 2008 1:17–25

Kyser et al. 2013. Effect of Timing on Chemical Control of Dalmatian Toadflax (*Linaria dalmatica*) in California. Invasive Plant Science and Management 2013 6:362–370

MacDonald et al. 2018. Restoration of native-dominated plant communities on a *Centaurea stoebe*- infested site. Appl Veg Sci. 2019;22:300–316

Holmes et al. 2009 Economic Impacts of Invasive Species in Forests: Past, Present, and Future. The Year in Ecology and Conservation Biology, 2009: Ann. N.Y. Acad. Sci. 1162: 18–38 (2009)



## PRE-APPLICATION

Leung et al. 2002. An ounce of prevention or a pound of cure: bioeconomic risk analysis of invasive species. Proc. R. Soc. Lond. B (2002) 269, 2407–2413

Pimentel et al. 2005. Update on the environmental and economic costs associated with alien-invasive species in the United States. Ecological Economics 52 (2005) 273– 288.

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### Project Location and Map

Please prepare the documents below.

The documents will be compiled into one .pdf file with the Pre-Application form following the submission instructions.

1. One or more Project Location Maps in .pdf format.
  - For Category One grants the map should clearly delineate where SNC funds will be used and, if the proposed SNC activities are part of a larger project, approximate boundaries of that larger project.
  - For Category Two grants the map should identify where pre-project activities will be focused and the potential location of the future implementation project.
2. Photographs of the project site - no more than 6. All photos must be labeled and compiled into one .pdf document.

In addition, please list or succinctly describe the project location in the space below, including

- the county
- nearby communities and public lands
- the watershed in which the project is located
- any downstream beneficiaries of the project

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See attached map PDF

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### Project Workplan and Schedule

Provide a general workplan with anticipated schedule and potential deliverables. Identify who might implement various project activities (i.e. grantee, federal agency, county). Expected project start dates would be June or September 2020, depending on award date. Projects should be complete by January 1, 2024.

Charts, tables, or bulleted lists may be used.



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The proposed sites with their map IDs, size of invasive species population, species present, and CDFA noxious weed rating are listed in Table 1. Each site listed will be visited in the summer (June) and followed up with in the fall (September) (Table 2). Sites will be divided between the Inyo National Forest Botanist, Blake Engelhardt, and the Weed Management staff at the Agricultural Commissioner’s Office depending on staff availability (Table 2). All sites will be visited. Initial site visits are expected to have the highest amount of labor costs and efforts with reductions each year until all visible plants are removed. Sites must be monitored at least once a year after that for five years before eradication status can be applied to the site.

Site	General Location	Map Number	Approximate Acreage	Species Treated (scientific name)	Species Treated (Common name)	CDFA Noxious Weed Rating	CEQA Status	NEPA Status
1112	Aspendell	1	1	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	Covered by a forest-wide programmatic EA available from the Inyo National Forest
1113	Aspendell	1	1	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	Covered by a forest-wide programmatic EA available from the Inyo National Forest
813	Mammoth Lakes	2	21.33	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	City Property/Exempt
814	Mammoth Lakes	2	110.32	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	Private Property/Exempt
1085	Pine Creek Canyon	3	1	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	City Property/Exempt
603	Tioga Pass	4	1	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	Covered by a forest-wide programmatic EA available from the Inyo National Forest
602	Tioga Pass	4	1	<i>Centaurea stoebe</i>	Spotted Knapweed	A	exempt	Covered by a forest-wide programmatic EA available from the Inyo National Forest
816	Mammoth Lakes	2	1	<i>Cirsium arvense</i>	Canada Thistle	B	exempt	Private Property/Exempt
801	Mammoth Lakes	2	1	<i>Lepidium latifolium</i>	Perennial Pepperweed	B	exempt	Private Property/Exempt
815	Mammoth Lakes	2	1	<i>Linaria Dalmatica</i>	Dalmatian Toadflax	A	exempt	City Property/Exempt
802	Mammoth Lakes	2	3.44	<i>Linaria Dalmatica</i>	Dalmatian Toadflax	A	exempt	City Property/Exempt
812	Mammoth Lakes	2	1.15	<i>Linaria Dalmatica</i>	Dalmatian Toadflax	A	exempt	City Property/Exempt
Onion Valley Site	Onion Valley	5	1	<i>Lepidium latifolium</i>	Perennial Pepperweed	B	exempt	Covered by a forest-wide programmatic EA available from the Inyo National Forest

Table 1 - Proposed Work Sites with Invasive Species Information





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Date of Work	Sites to visit	Work Plan	Implementing Agency	Deliverable
6/1/2020	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Spray herbicide or mechanically remove.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
9/1/2020	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
6/1/2021	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
9/1/2021	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
6/1/2022	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
9/1/2022	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
6/1/2023	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed
9/1/2023	813, 816, 801, 814, 815, 802, 812, 1085, 1112, 1113, 603	Check progress of previous herbicide application, Spray herbicide or mechanically remove if necessary.	Agricultural Commissioner's Office ESWMA and the INYO National Forest	Reduction or eradication of identified invasive weed

Table 2 – Proposed Work Plan

## Proposed Budget

Complete the summary budget chart below with anticipated costs requested within the proposed SNC grant.

**Direct Project Costs** include staff time and all expenses directly related to the project. Costs related to project-specific deliverables, project reporting, and required signage are eligible.

**Administrative Overhead** refers to shared overhead expenses. Administrative costs may not exceed 15% of direct project costs.

**Additional Project Costs** refers to in-kind or additional funds from sources other than SNC which are directly invested into this specific project, within this workplan and timeframe.

NOTE: In the event of an audit, projects with budgets that include administrative costs must be able to document the appropriateness of these expenses. A typical method for documenting administrative overhead expenses is a Cost Allocation Plan (CAP): a formal accounting plan used to calculate and document the method for recurring overhead costs. SNC strongly recommends that grantees consult with an accounting professional to develop an appropriate method for calculating an overhead rate and prepare a CAP.



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ACTIVITY	ANTICIPATED COST
<b>Direct Project Costs</b>	
Project Management	\$7,218.32
Project Implementation	\$85,899.77
Other enter text	\$
<b>Administrative Costs</b>	
Administrative Overhead <i>No more than 15% of direct project costs</i>	\$13,967.73
<b>TOTAL SNC GRANT REQUEST</b>	<b>\$107,085.89</b>
<b>Additional Project Costs</b>	
Additional Project Costs <i>In-kind contributions or funds from sources other than SNC directly invested into this specific project, within this workplan and time frame.</i>  In-kind contributions are from Agricultural Commissioner budget and grants awarded by the CDFA.	\$91992.00
<b>TOTAL PROJECT COST</b>	<b>\$199,077.89</b>



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### Partners and Community Support

Identify project partners, if the project is part of a larger plan or collaborative effort (i.e. an Integrated Regional Watershed Management Plan, Community Wildfire Protection Plan, Forest Health Collaborative, etc.), and if there is known opposition to the project.

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Treatment work will be conducted by qualified staff of the Inyo & Mono Counties Agricultural Commissioner's Office, the Inyo National Forest and may include additional help from Weed Management Area partners including but not limited to CalTrans, CalFire, Inyo/Mono RCD, Humboldt Toiyabe National Forest, Bureau of Land Management, California State Parks, the Bishop Paiute Tribe Environmental Office, Inyo/Mono Cattlemen's Association, and the City of Los Angeles Department of Water and Power.

At the time of this proposal, there is no known opposition to this project.

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### Land Ownership and Restrictions on Land Use

Identify all legal property owners and land managers within the project area, as well as any property easements or other restrictions that may impact the project.

Please note that the full Application will require letters of support from all landowners. Category One applications will be required to include a draft land tenure agreement and acquisition projects will be required to include a willing seller letter. The grant agreement will require a formal land tenure agreement with all landowners giving permission for the project. SNC can provide sample land tenure agreements for private and public properties.

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Identified land owners are the US Inyo Nation Forest, the City of Mammoth, the Snowcreek Resort Golf Course, and private owners in Aspendell.

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### Environmental Compliance

SNC requires that all projects comply with the California Environmental Quality Act (CEQA) at the time the SNC Governing Board authorizes a grant. Since the complexity of CEQA compliance will vary depending on project activities, it is important to consult with SNC staff as early as possible to discuss which documents may be required in an Application. A project will only be eligible to submit an Application if SNC determines there is a reasonable expectation that CEQA compliance will be completed in sufficient time for Board consideration. In addition



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to CEQA, projects subject to National Environmental Policy Act (NEPA) must be NEPA compliant.

**Note:** In the full Application, projects not exempt from CEQA must identify the Lead Agency for CEQA and provide documentation from that Agency confirming intent to serve as Lead. Applicants may request that SNC serve as Lead Agency if there is no other organization with standing to serve as Lead, but this request must come during the Pre-Application process.

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### Brief Description of CEQA Status.

*Explain if and why a project is exempt from CEQA, or the current status of CEQA analysis if not exempt. Identify the potential Lead Agency or if applicant is requesting SNC serve as Lead Agency.*

This project is eligible for a CEQA categorical exemption utilizing section 15333 small habitat restoration projects. A notice of exemption (NOE) will be filed with the CA Office of Planning and Research and the Inyo County Clerk by the Agricultural Commissioner's Office.

### Brief Description of NEPA Status.

*Describe the current status of NEPA analysis, if applicable.*

Portions of this project subject to NEPA are covered by a forest-wide programmatic EA (Environmental Assessment) available from the Inyo National Forest.

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### Site Visits for Category One Projects

SNC will conduct site visits for all Category One Pre-Applications to provide a greater understanding of the project for SNC and assist in developing the project and the Application. Key participants include a representative from the applicant organization (required), technical expert(s) associated with the project, landowner(s), and appropriate SNC staff. All site visits will be limited to a maximum of two hours and may occur during inclement weather. It is important to have a confirmed site visit date set as soon as possible. SNC will contact applicants after submission of the Pre-Application to schedule a visit. SNC aims to complete all site visits before September 27, 2019.



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- As this is a Category One project, we agree to work with SNC to schedule a site visit with the representatives listed above.
- As this is a Category Two project, a site visit is not required.
-



## PRE-APPLICATION

### Considerations for a Future Full Application

Please check the boxes below to confirm awareness of the following requirements if projects are deemed eligible to submit a full Application. **These are NOT requirements for the Pre-Application.**

- Under Proposition 1 and Proposition 68, applicants for Category One implementation projects are required to consult with the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC) to determine if it is feasible for the Corps to play a role in the project. Projects that only include planning or property acquisition are exempt from this requirement. The Corps have an email consultation process in place that takes five business days to complete. The CCC has developed a [Corps Consultation Review Document](#) to help determine whether it is feasible for CCC or CALCC to provide services for the proposed project. Applicants will be required to submit the email consultation as part of the full Application. Please see the [CCC website](#) and [CALCC website](#) for more information about the process.
- SNC strongly encourages Native American engagement with projects. In the Application, all applicants will be required to demonstrate that appropriate Tribal representatives were notified of the project. SNC can assist applicants with identifying Native American Tribes whose ancestral homelands may be in the project areas and contact information for those Tribes.
- The Application will require letters of support from all landowners as well as a draft copy of the proposed land tenure agreement for Category One projects. If the project is awarded, a signed formal land tenure agreement with all landowners giving permission for the project must be submitted before the grant agreement can be executed. SNC can provide sample land tenure agreements for private and public properties.
- The Lead Agency responsible for CEQA compliance must be identified in the Application with documentation from that Agency confirming intent to serve as Lead. Applicants may request that SNC serve as Lead Agency if there is no other organization with standing to serve as Lead. This request **must** come during the Pre-Application process. The project will only be eligible to submit an Application if SNC determines there is a reasonable expectation that CEQA compliance will be completed in sufficient time for Board consideration.
- The Application will require a description of the long-term management and sustainability of the project. Category One projects must be maintained for a minimum of ten years, and SNC must have permission to monitor the project site for 25 years.
- SNC will establish a GIS record of the project location. SNC staff will work with applicants to develop or transfer GIS files.



## PRE-APPLICATION

### Submission Instructions

- 1) Compile the documents listed below into one .pdf document.
  - The compiled Pre-Application documents should be named with Project Number, underscore, PreApplication. **Example: 9999\_Pre-Application**
  - If you are unable to compile the documents into one .pdf document, they may be submitted as separate documents.
  - Please check the boxes below to confirm that all documents are included.
    - Completed Pre-Application form.**
    - Project Location Map(s)**
      - For Category One grants the map should clearly delineate where SNC funds will be used and, if the proposed SNC activities are part of a larger project, boundaries of that larger project.
      - For Category Two grants the map should identify where pre-project activities will be focused and the location of the potential future implementation project(s).
    - Project site photos.**
      - No more than 6 photographs of the project site.
- 2) Open the Project Submission Folder
  - The link to the Project Submission Folder is in the Welcome Email.
  - Each Project Submission Folder is a Microsoft OneDrive folder specific to each project. Only people with whom you share the link have access to the folder.
  - If you lose the link or have trouble accessing it, please contact the SNC Grants Team at [grants.snc@sierranevada.ca.gov](mailto:grants.snc@sierranevada.ca.gov) or 530-823-4689.
- 3) Upload the compiled Pre-Application document (or separate documents) to the Project Submission Folder.
  - Open the folder using the link
  - Drag and drop documents into the folder
  - OR
  - Select :Upload” from the menu ribbon across the top of the page and navigate to the documents to upload.
- 4) Using the Project Number as the subject of the email, send an email to notify SNC that the Pre-Application files are complete.  
[GrantSubmission@sierranevada.ca.gov](mailto:GrantSubmission@sierranevada.ca.gov)



**Sierra Nevada Watershed Improvement Program  
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**PRE-APPLICATION**

- 5) Please save backup copies of all documents submitted to SNC, as well as the email record of submission and receipt, for your own files.



**Project Number and Name:** Project Number 1245 *Eastern Sierra Weed Management Area Noxious Weeds*  
**Applicant:** Eastern Sierra Weed Management Area

**SECTION 1  
DIRECT PROJECT COSTS**

**Project Management**

Staff member(s) **primarily** responsible for project management, including costs **directly** attributed to fiscal management of this project.

Aspendell Sites - Program Coordinator: time to invoice and manage project finances

Tioga Sites - Program Coordinator: time to invoice and manage project finances

Onion Valley Sites - Program Coordinator: time to invoice and manage project finances

Mammoth Lakes Sites - Program Coordinator: time to invoice and manage project finances

Outreach Program - Project Coordinator: time to invoice and manage finances (0.75 hours per month)

**Project Implementation**

Costs **directly** related to implementation of the project. Please be specific. For example, list cost by treatment (hand thin, underburn, etc ...) and acreage or other specific activities.

Aspendell Sites - Field Operations Supervisor (per hour): time to spray herbicide or monitor sites

Aspendell Sites - Field Assitant (per hour): time to spray herbicide or monitor sites

Tioga Sites - Field Operations Supervisor (per hour): time to spray herbicide or monitor sites

Tioga Sites - Field Assitant (per hour): time to spray herbicide or monitor sites

Onion Valley Sites - Field Operations Supervisor (per hour): time to spray herbicide or monitor sites

Onion Valley Sites - Field Assitant (per hour): time to spray herbicide or monitor sites

Mammoth Lakes Sites - Field Operations Supervisor (per hour): time to spray herbicide or monitor sites

Mammoth Lakes Sites - Field Assitant (per hour): time to spray herbicide or monitor sites

**Project Materials and Supplies**

Costs **directly** related to the project.

Aspendell Sites - Milestone (oz)

Aspendell Sites - Induce (oz)

Aspendell Sites - PPE (per day, per person)

Aspendell Sites - Mileage (per mile)

Aspendell Sites - Power Sprayer (per hour)

Tioga Sites - Milestone (oz)

Tioga Sites - Induce (oz)

Tioga Sites - PPE (per day, per person)

Tioga Sites - Mileage (per mile)

Tioga Sites - Power Sprayer (per hour)

Onion Valley Sites - Telar XP (oz)

Onion Valley Sites - Induce (oz)

Onion Valley Sites - PPE (per day, per person)

Onion Valley Sites - Mileage (per mile)

Onion Valley Sites - Power Sprayer (per hour)

Mammoth Lakes Sites - Telar XP (oz)

Mammoth Lakes Sites - Milestone (oz)

Mammoth Lakes Sites - Induce (oz)
Mammoth Lakes Sites - PPE (per day, per person)
Mammoth Lakes Sites - Mileage (per mile)
Mammoth Lakes Sites - Power Sprayer (per hour)
Mammoth Lakes Sites - ATV + Sprayer (per hour)

**Publications, Printing, Public Relations**

*Outreach and informational materials and activities.*

Create Pamphlets (8 hours of Project Coordinator time)
Update Pamphlets (2 hours of Project Coordinator time per year)
Print Pamphlets (1 hour of Project Coordinator time per year)
Hand out pamphlets at outdoor retailers (8 hours of Project Coordinator time per year)
Call retailers to ask permission to post pamphlets (4 hours of Project Coordinator time per year)
Get permission to host link on popular outdoor recreation websites (3 hours of Project Coordinator time per year)
Create Informative Web Page (40 hours of Project Coordinator time)
Update Informative Web Page (20 hours a year of Project Coordinator time per year)
Get link posted to partner websites (1 hour of Project Coordinator time per year)
Pamphlet Printing at Vista Print on Recycled Materials
Mileage to drop-off pamphlets to retailers

**Reporting, Performance Measures**

*Costs related to tracking and reporting of project progress and performance.*

Aspendell Sites - Program Coordinator: time to manage reporting data and compile reports
Tioga Sites - Program Coordinator: time to manage reporting data and compile reports
Onion Valley Sites - Program Coordinator: time to manage reporting data and compile reports
Mammoth Lakes Sites - Program Coordinator: time to manage reporting data and compile reports
Aspendell Sites - Program Coordinator: time to visit site for report tracking
Tioga Sites - Program Coordinator: time to visit site for report tracking
Onion Valley Sites - Program Coordinator: time to visit site for report tracking
Mammoth Lakes Sites - Program Coordinator: time to visit site for report tracking
Outreach Project Reporting

**TOTAL DIRECT PROJECT COSTS**

**SECTION 2  
ADMINISTRATIVE COSTS**

**Administrative Costs**

*Must not exceed 15% of Direct Project Costs*

**TOTAL REQUEST TO SNC**

**SECTION 3  
ADDITIONAL PROJECT COSTS**

**Secured additional funds or in-kind contributions from sources other than SNC directly invested into specific project, within this workplan and timeframe.**

*Please identify source and general purpose of additional investment.*

**Agricultural Commissioner** - representing the ESWMA SNC program to the Inyo County Board of Supervisors approving grant reports, and general oversight (about 30 hours a year)

**Supervising Agricultural Biologist** - reviewing reports, ecological review, reviewing herbicide use and compliance and general oversight (about 30 hours a year)

**TOTAL PROJECT COST *(including funds from***


2020	2021	2022	2023	2024	TOTALS
\$ 524.32	\$ 524.32	\$ 524.32	\$ 524.32	\$322	\$ 2,419.44
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 15.00	\$ 277.16
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 15.00	\$ 277.16
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 15.00	\$ 277.16
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 15.00	\$ 277.16
\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 1,310.80
					\$ -
\$ 19,828.88	\$ 15,863.10	\$ 12,846.88	\$ 10,612.64	\$ -	\$ 59,151.50
\$ 617.76	\$ 494.21	\$ 411.84	\$ 411.84	\$ -	\$ 1,935.65
\$ 220.08	\$ 176.06	\$ 146.72	\$ 146.72	\$ -	\$ 689.58
\$ 514.80	\$ 411.84	\$ 411.84	\$ 411.84	\$ -	\$ 1,750.32
\$ 183.40	\$ 146.72	\$ 146.72	\$ 146.72	\$ -	\$ 623.56
\$ 617.76	\$ 494.21	\$ 411.84	\$ 411.84	\$ -	\$ 1,935.65
\$ 220.08	\$ 176.06	\$ 146.72	\$ 146.72	\$ -	\$ 689.58
\$ 12,870.00	\$ 10,296.00	\$ 8,236.80	\$ 6,589.44	\$ -	\$ 37,992.24
\$ 4,585.00	\$ 3,668.00	\$ 2,934.40	\$ 2,347.52	\$ -	\$ 13,534.92
					\$ -
					\$ -
\$ 4,495.32	\$ 4,457.34	\$ 4,423.45	\$ 4,355.07	\$ -	\$ 17,731.17
\$ 1.18	\$ 0.94	\$ 0.75	\$ 0.60		\$ 3.47
\$ 0.13	\$ 0.10	\$ 0.08	\$ 0.06		\$ 0.37
\$ 16.28	\$ 16.28	\$ 16.28	\$ 12.21		\$ 61.05
\$ 36.30	\$ 36.30	\$ 36.30	\$ 36.30		\$ 145.20
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00		\$ 100.00
\$ 1.18	\$ 0.94	\$ 0.75	\$ 0.60		\$ 3.47
\$ 0.13	\$ 0.10	\$ 0.08	\$ 0.06		\$ 0.37
\$ 16.28	\$ 16.28	\$ 16.28	\$ 16.28		\$ 65.12
\$ 320.76	\$ 320.76	\$ 320.76	\$ 320.76		\$ 1,283.04
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00		\$ 100.00
\$ 5.00	\$ 4.00	\$ 3.20	\$ 2.56		\$ 14.76
\$ 0.34	\$ 0.27	\$ 0.22	\$ 0.17		\$ 0.99
\$ 16.28	\$ 16.28	\$ 16.28	\$ 16.28		\$ 65.12
\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00		\$ 484.00
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00		\$ 100.00
\$ 4.95	\$ 3.96	\$ 3.17	\$ 2.53		\$ 14.61
\$ 158.76	\$ 127.01	\$ 101.61	\$ 81.29		\$ 468.66

\$ 18.27	\$ 14.62	\$ 11.69	\$ 9.35		\$ 53.93
\$ 203.50	\$ 203.50	\$ 200.00	\$ 160.00		\$ 767.00
\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00		\$ 5,500.00
\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00		\$ 2,500.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		\$ 6,000.00
					\$ -
					\$ -
<b>\$ 2,485.05</b>	<b>\$ 1,633.03</b>	<b>\$ 1,633.03</b>	<b>\$ 1,633.03</b>	<b>\$ 1,633.03</b>	<b>\$ 9,017.17</b>
\$ 262.16	\$ -	\$ -	\$ -	\$ -	\$ 262.16
\$ -	\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 262.16
\$ 32.77	\$ 32.77	\$ 32.77	\$ 32.77	\$ 32.77	\$ 163.85
\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 1,310.80
\$ 131.08	\$ 131.08	\$ 131.08	\$ 131.08	\$ 131.08	\$ 655.40
\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 491.55
\$ 1,310.80	\$ -	\$ -	\$ -	\$ -	\$ 1,310.80
\$ -	\$ 655.40	\$ 655.40	\$ 655.40	\$ 655.40	\$ 2,621.60
\$ 32.77	\$ 32.77	\$ 32.77	\$ 32.77	\$ 32.77	\$ 163.85
\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,500.00
\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 275.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>\$ 1,015.87</b>	<b>\$ 1,015.87</b>	<b>\$ 1,015.87</b>	<b>\$ 1,015.87</b>	<b>\$ 735.40</b>	<b>\$ 4,798.88</b>
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 20.00	\$ 282.16
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 20.00	\$ 282.16
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 20.00	\$ 282.16
\$ 163.85	\$ 163.85	\$ 163.85	\$ 163.85	\$ 20.00	\$ 675.40
\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 65.54	\$ 327.70
\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 491.55
\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 98.31	\$ 491.55
\$ 131.08	\$ 131.08	\$ 131.08	\$ 131.08	\$ 131.08	\$ 655.40
\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 262.16	\$ 1,310.80
					\$ -
<b>\$ 28,349.44</b>	<b>\$ 23,493.66</b>	<b>\$ 20,443.55</b>	<b>\$ 18,140.93</b>	<b>\$ 2,690.59</b>	<b>\$ 93,118.17</b>
<b>\$ 4,252.42</b>	<b>\$ 3,524.05</b>	<b>\$ 3,066.53</b>	<b>\$ 2,721.14</b>	<b>\$ 134.53</b>	<b>\$ 13,967.73</b>
					\$ -
<b>\$ 32,601.86</b>	<b>\$ 27,017.71</b>	<b>\$ 23,510.08</b>	<b>\$ 20,862.07</b>	<b>\$ 2,825.12</b>	<b>\$ 107,085.89</b>

<b>\$ 22,998.00</b>	<b>\$ 22,998.00</b>	<b>\$ 22,998.00</b>	<b>\$ 22,998.00</b>	<b>\$ -</b>	<b>\$ 91,992.00</b>
\$ 14,601.60	\$ 14,601.60	\$ 14,601.60	\$ 14,601.60		<b>\$ 58,406.40</b>
\$ 8,396.40	\$ 8,396.40	\$ 8,396.40	\$ 8,396.40		<b>\$ 33,585.60</b>
					\$ -
					\$ -
					\$ -
					\$ -
<b>sources)</b>					<b>\$ 199,077.89</b>

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
APPROVING THE APPLICATION OF GRANT FUNDS FROM  
THE SIERRA NEVADA CONSERVANCY FOR  
THE EASTERN SIERRA NOXIOUS WEEDS PROJECT.**

**Whereas**, The legislature and the Governor of the State of California have provided funds under a Forest Health Grant Program of Proposition 1 and Proposition 68; and

**Whereas**, The Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of Proposition 1 & 68 funds through a local assistance grants program, establishing necessary procedures; and

**Whereas**, said procedures established by the SNC require a resolution certifying approval of the application by the Applicant's governing board before submission of said application to the SNC; and

**Whereas**, Inyo County, if selected, would enter into an agreement with the SNC to carry out the Eastern Sierra Noxious Weeds Project; and

**Whereas**, the County has identified the Eastern Sierra Noxious Weeds Project as valuable toward meeting its mission and goals.

**Now, therefore let it be resolved** by the Inyo County Board of Supervisors to:

- (a) Approve the submittal of an application for the Eastern Sierra Noxious Weed Project;
- (b) certify the understanding of the assurances and certification requirements in this application;
- (c) certify that Inyo County has sufficient funds to operate and maintain the resources consistent with the long-term benefits described in the support of the application;
- (d) certify that Inyo County will comply with all legal requirements as determined during the application process; and
- (e) appoints the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to; the application, agreements, payment requests, etc., which may be necessary for the completion of the Eastern Sierra Noxious Weed Project.

**Passed and Adopted** by the Inyo County Board of Supervisors this 1st day of October, 2019 by the following vote of the Board of Supervisors:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Rick Pucci**, Chair  
Board of Supervisors

ATTEST: CLINT G. QUILTER  
CLERK OF THE BOARD

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By: Assistant Clerk of the Board



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Clint Quilter

**SUBJECT:** Fiscal Year 2018-2019 Invoice for ESCOG Administrative Support

---

**RECOMMENDED ACTION:**

Request Board authorize payment to the Town of Mammoth Lakes for a prior-year invoice in the amount of \$5,000 as part of Inyo County's share of reimbursement for clerking activities related to the Eastern Sierra Council of Governments.

**SUMMARY/JUSTIFICATION:**

On October 9, 2018, your Board voted to make annual contributions of \$10,000 to reimburse the Town of Mammoth Lakes for staff time associated with clerking activities for the Eastern Sierra Council of Governments.

Other ESCOG member agencies similarly agreed to make contributions towards additional administrative support.

The Town of Mammoth Lakes is now invoicing for those contributions, but only for half of the year. The County received its invoice on September 23 in the amount of \$5,000. Because the payment is for Fiscal Year 2018-2019, Board approval is required.

Town of Mammoth Lakes Finance Department staff confirmed that the Fiscal Year 2019-2020 invoice will be for the full \$10,000. The Assistant Clerk of the Board will work with the Finance Department to ensure receipt of the invoice prior to June 30.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

In fall of 2018, it was requested that the Board discuss the scope and role of ESCOG. If the Board decided to support the current, increased level of activity by the ESCOG, it was recommended that the Board approve a contribution of \$10,000 annually toward administrative support. Funding for this was included in the Board of Supervisors' Fiscal Year 2018-2019 Budget.

As noted, the Board unanimously voted on October 9, 2018 to make an annual \$10,000 contribution towards administrative support for ESCOG.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to authorize payment of the prior-year invoice, but this is not recommended as your Board has committed to paying a share of ESCOG's administrative costs.



**OTHER AGENCY INVOLVEMENT:**

Town of Mammoth Lakes, ESCOG

**FINANCING:**

Funding for the FY 18-19 contribution was rolled over into the FY 19-20 Board of Supervisors (010100) Budget and is available in the Other Agency Contributions (5539) Object Code.

**ATTACHMENTS:**

1. FY 18-19 Invoice

**APPROVALS:**

Darcy Ellis  
Amy Shepherd  
Clint Quilter

Created/Initiated - 9/23/2019  
Approved - 9/23/2019  
Final Approval - 9/25/2019



TOWN OF MAMMOTH LAKES  
FINANCE DEPARTMENT  
P.O. BOX 1609  
MAMMOTH LAKES, CA 93546  
760 965-3662

Please send remittance directly to the Town of Mammoth Lakes Finance Department.

County of Inyo  
PO Drawer N  
Independence, CA 93526

Attention: Clint Quilter

DATE	DESCRIPTION	AMOUNT DUE
9/18/2019	ESCOG Staffing Reimbursement for Clerking Activities FY2018-19 Partial Year	5,000.00
	TOTAL DUE	5,000.00



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** County Administrator

**SUBJECT:** Letter of Support for ESTA Grant Application

---

**RECOMMENDED ACTION:**

Request Board approve and authorize the Chairperson to sign a letter of support for Eastern Sierra Transit Authority's FTA Section 5304 grant application to plan future transportation services.

**SUMMARY/JUSTIFICATION:**

Eastern Sierra Transit Authority is applying for a Federal Transit Act Section 5304 grant through Caltrans and is asking the Inyo County Board of Supervisors to submit a letter to Caltrans in support of its application.

According to ESTA, the grant funding is being sought to fund its next 5-year Short-Range Transit Plan and Coordinated Public Transit - Human Services Transportation Plan. These plans will address various issues, including an increase in the local aging population and increased demand for public transit to recreational destinations in the Eastern Sierra.

Staff recommends the Board review the draft letter, suggest any desired revisions and/or additions, and authorize the Chairperson to sign the letter, which ESTA is hoping to have in its possession by October 2.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

According to the Federal Transportation Administration, the FTA 5304 grant provides funding and procedural requirements for multimodal transportation planning, requiring the planning to be cooperative, continuous, and comprehensive and resulting in long-range plans and short-range programs reflecting transportation investment priorities.

ESTA's current Short Range Transportation Plan (2015) was developed after an assessment of transit and related transportation issues in Inyo and Mono counties and designed as a "road map" for the public transit program over the next five years, providing a comprehensive strategy of short-range service, capital, and institutional improvements with a supporting financial and implementation plan.

The current Coordinated Public Transit - Human Services Transportation Plan (2014) was developed through public and stakeholder input and includes new and refined implementable strategies for increasing mobility for individuals with disabilities, older adults, and people with low incomes for the period of 2014-2019.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the letter of support but this is not recommended, as ESTA needs funding assistance for planning efforts critical to addressing future public transit needs in the Eastern Sierra.

**OTHER AGENCY INVOLVEMENT:**

Eastern Sierra Transit Authority

**FINANCING:**

There is no fiscal impact associated with approving the letter of support.

**ATTACHMENTS:**

1. Letter in Support ESTA FTA Grant 2019

**APPROVALS:**

Darcy Ellis  
Clint Quilter

Created/Initiated - 9/20/2019  
Final Approval - 9/25/2019



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

email: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)



October 1, 2019

California Department of Transportation  
Division of Transportation Planning  
1120 N Street  
Sacramento, CA 95814

Dear Grant Administrator:

On behalf of Inyo County Board of Supervisors, I would like to express our support for the Eastern Sierra Transit Authority's (ESTA) FTA Section 5304 grant application to plan future transportation services.

As expressed in Inyo County's Overall Work Program, page 7, we are in support of ESTA's Short Range Transit Plan. Further, page 24 of this plan states that we are in support of any plan that considers our seniors, persons with disabilities, and low-income and minority communities.

Page 44 of our Regional Transportation Plan states that the county's seniors aged 85 and older is expected to increase by 32% over the next 10 years. In addition, public transit demand to Inyo County's many recreational destinations is expected to increase. We need current and well-developed plans to deal with these challenges.

The Board of Supervisors can attest to ESTA's dedication to serving the residents and visitors of Inyo County. Their staff strives to understand the needs of our community and provide the highest quality of service to the entire region.

The regional and local services provided by ESTA are beneficial to Inyo County and the Eastern Sierra region as a whole. Please feel welcome to contact Mike Errante, Director of Public Works, with any questions at [merrante@inyocounty.us](mailto:merrante@inyocounty.us) or (760) 878-0201.

Sincerely,

Rick Pucci, Chair  
Inyo County Board of Supervisors



# County of Inyo



## County Administrator - Advertising County Resources

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Jon Klusmire

**SUBJECT:**

---

#### **RECOMMENDED ACTION:**

Request Board approve final payments from the 2018-19 Advertising County Resources Budget in the following amounts: \$3,357 to the Lone Pine Chamber of Commerce for the 2019 Images of Inyo Shoot Out Photo Contest; \$1,416.50 to the Lone Pine Chamber of Commerce for Concerts in the Courtyard; and \$1,300 to the Friends of the Inyo for the 2019 Owens Lake Bird Festival.

#### **SUMMARY/JUSTIFICATION:**

The Lone Pine Chamber of Commerce was awarded a FY 2018-19 Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$6,714 to help sponsor the Images of Inyo County Photo Shoot Out Contest. After contracts were finalized, 50 percent of the grant funds were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,357. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material

The Lone Pine Chamber of Commerce was awarded a FY 2018-19 County of Inyo Annual New Community Project Sponsorship Grant in the amount of \$2,833 to help sponsor the Concerts in the Courtyard event. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,416.50. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Friends of the Inyo was awarded a FY 2018-19 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$2,600 to help sponsor the Fifth Annual Owens Lake Bird Festival. After contracts were finalized, 50 percent the grant funds were disbursed to the Friends of the Inyo. The Festival organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,300. The Friends also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. About 150 people participated in the event.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could deny the requests.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

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

**ATTACHMENTS:**

1. Final Report FOI BIRD FESTIVAL 8.28.2019
2. Final Request LP Chamber 2019 Music in Courtyard
3. Final Request LP Chamber 2019 Photo Contest

**APPROVALS:**

Jon Klusmire	Created/Initiated - 9/20/2019
Leslie Chapman	Approved - 9/25/2019
Darcy Ellis	Approved - 9/25/2019
Amy Shepherd	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Leslie Chapman	Final Approval - 9/25/2019



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

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 1300.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Friends of the Inyo

Project Name 2019 Owens Lake Bird Festival

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
5/22	eNetSoft Inc.	Sign up master ticket software for event	\$463.05
1/8	American Birding Associat	1/6 Page Ad	\$289.00
1/17	Living Bird Cornell lab	Advertising	\$620.50
2/19	American Birding Associat	Advertising	\$333.00
4/5	American Birding Associat	Advertising	\$333.00
4/28	KMMT	Advertising	\$500.00
5/1	The Grill	Event Catering	\$61.45

Invoice Total 2600.00  
Total Reimbursement requested (if different) 1300.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 4/28/19

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

Documentation of All Eligible Expenses

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

Michael Cleaver Michael Cleaver Operations Director 8/28/19  
Signature of Representative Title Date





**FRIENDS** SINCE 1986  
**OF THE INYO**  
Caring for the Eastern Sierra

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

Re: Owens Lake Bird Festival 2019

Report to Inyo County Community Project Sponsorship Program

Friends of the Inyo appreciates the opportunity to present the following report to Inyo County for your Community Project Sponsorship Program grant in support of the Owens Lake Bird Festival. We are grateful for your support and pleased with the success achieved by the festival in its fifth year.

Friends of the Inyo presented the Owens Lake Bird Festival on April 26-28, 2019 in Lone Pine, CA with the essential support of Inyo County, the Metabolic Studio, the Los Angeles Department of Water and Power, Eastern Sierra Interpretive Association, other partners, and committed volunteers. In its fifth year, the festival welcomed over 150 participants for two days of avian and natural history exploration around Owens Lake and Lone Pine. Friends of the Inyo Board of Directors and Staff kicked off the festival on Friday evening with an enjoyable opening reception at Statham Hall in Lone Pine sharing refreshments and conversation with a variety of local, regional, and national visitors.

Kyle Hamada and Mike Prather recruitment and planning efforts expanded this year's festival to include greater variety for exploration around Owens Lake. On Owens Lake, Friends of the Inyo offered birding trips to experts, beginners, and families, while also offering trips that focused on subject matter other than birds, such as geology, botany, conservation history, and ecological restoration work producing more usable habitat on the lake. Volunteers also offered trips into the greater Lone Pine area to allow exploration of areas such as the Alabama hills, Cartago Springs, Cerro Gordo, and Conglomerate Mesa.

Friends of the Inyo hosted a Saturday dinner reception and cocktail our allowing participants to mingle and share stories about their day. After dinner the festival Keynote speaker, Rich Cimino, addressed the audience and provided a colorful overview of migrating birds as they travel from the tropics to the tundra. Rich's talk highlighted the importance of Owens Lake and the natural habitat found in the Eastern Sierra. Every person had a different experience at the festival, but the Keynote address brought everyone together.

Over 150 people participated in this year's Owens Lake Bird Festival. Many stayed one or two nights in hotels, vacation rentals, and campgrounds in Lone Pine while taking advantage of local restaurants for meals. Intangible economic benefits to the community include immersing



# FRIENDS OF THE INYO

SINCE 1986

Caring for the Eastern Sierra

visitors in the unique environment, and providing an intimate connection with the people of Inyo County. The festival helps visitors explore the area in a novel way that inspires many to return and spread the virtues of the Lone Pine and larger Desert recreation.

Friends of the Inyo collected evaluations from both participants and trip leaders to assess their experience and gather recommendations for future events. The evaluations were overwhelmingly positive with recommendations for fine tuning the Owens Lake Bird Festival in future years.

In conjunction with the Owens Lake Bird Festival, Eastern Sierra Interpretive Association hosted a series of programs with local schools during the weeks before the festival.

To create a successful Owens Lake Bird Festival, Friends of the Inyo relied on the support of many partners and collaborators, further enhancing the festival's ability to build a sense of community and connections between organizations. We are grateful to both Inyo County, and the Metabolic Studio for sponsoring the event. We are also grateful for the support we received from other sponsors mentioned above. The partnerships we forged in the festival's first years, especially with LADWP, continued into the fifth festival. LADWP generously provided staff time to showcase positive opportunities to explore and enjoy Owens Lake, while emphasizing the benefit of habitat responsive design on the lake.

Now that Friends of the Inyo hosted the Owens Lake Bird Festival for five years, we will apply our learning and successes to a sixth festival in April of 2020. Based on feedback after the previous festivals, Friends of the Inyo successfully added more opportunities to explore beyond Owens Lake. With next year's festival, Friends of the Inyo hopes to more successfully market the festival's strong exploration opportunities to the public in Southern California, the Bay area, and beyond through our website and video. We hope that with more advertising in broader markets we can continue to introduce new audiences to the magic of the Lower Owens Valley and the significant habitats of Owens Lake.

Friends of the Inyo thanks Inyo County for its support of the fifth annual Owens Lake Bird Festival. Inyo County's contribution enhanced our marketing and outreach efforts, which will enabled the festival to successfully expand and inspire new visitors to the Lower Owens Valley to fall in love with this place. At the same time, it helped Friends of the Inyo grow partnerships and strengthen connections that began in the festival's first five years.

Sincerely,

Michael Cleaver

Operations Director



# OWENS LAKE

— BIRD FESTIVAL —

## YELLOW-HEADED BLACKBIRD

*Xanthocephalus xanthocephalus*

Feeding on seeds and insects, the Yellow-headed Blackbird is fond of marshes and fields and is remarkable with its "rusty hinge" song.



Experience the return of thousands of  
**Migratory Birds to Owens Lake**

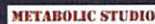
LONE PINE, CA

**April 26 - 28, 2019**

**FRIDAY-SUNDAY**

Experience the ornithological delights of Owens Lake  
and its diverse surrounding ecosystems.

**Birding, Natural & Human History, Photography**

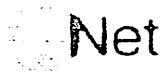


OLBF.org | (760) 873-6500

PHOTOS: Martin Powell (bird) and Ben Wickham (mountains)

## Owens Lake Bird Festival 2019 Budget

		2019	2019
Income	Item	Budget	Actual
<b>Grants</b>	Metabolic Studio (Metabolic 19)	5000	5000
	Inyo Co	3000	3000
	ESIA	1500	1500
	Audubon CA	0	300
	LADWP	1000	3000
	Eastern Sierra Audubon	750	500
<b>Grants total</b>	<b>Grants total</b>	<b>11250</b>	<b>13300</b>
<b>Tickets</b>	.75 x 140 (100 @ \$75, 40 @ \$40)	9100	9165.97
<b>Dinner &amp; Lunch</b>		4450	3850
<b>Silent Auction</b>		2000	1058
<b>Merch &amp; Bar</b>		3000	1239
	<b>Gross Income</b>	<b>29800</b>	<b>28613</b>
Expense	Item	Budget	Actual
<b>Salaries</b>	staff salaries	10262	13701
<b>Professional fees</b>	renter/video/ registration software	962	2663
<b>Printing</b>	postcards, fliers, programs	200	1824
<b>Advertising</b>	local papers, radio, magazines	2000	2675
<b>Supplies</b>	Program supplies	500	576
<b>Food</b>	receptions, breakfast, lunch, drinks	6300	5314
<b>Travel</b>	mileage and misc travel	300	1407
<b>Space rental</b>	Sham Hall/Museum/ABC permits	500	300
	<b>Gross Expense</b>	<b>21024</b>	<b>28461</b>
	<b>Net income</b>	<b>8776</b>	<b>152</b>



**eNetSoft Inc.**

41 Thicket Road - Suite 201  
Toronto, Ontario M9C 2T4  
647-933-3125  
www.enetsoft.com

**INVOICE**

**Bill to:**

**Name** Friends of the Inyo  
**Address** c/o Alex Ertaud  
819 N Barlow Ln  
Bishop, CA 93514  
**Phone** 760-873-6500

**Invoice No:** SUM1482

**Date:** May 1, 2019

**GST No:** 89422-4328

Units	Description	Unit rate	TOTAL
1	SignUpMaster site – olbf Set-up fee	\$250.00	\$250.00
1	Credit Card Gateway Set-up Fee	\$50.00	\$50.00
141	Registration Fee – olbf 141 registrants were processed through SignUpMaster	\$1.00	\$141.00
Sub Total			\$441.00
All Taxes			\$22.05
<b>TOTAL USD</b>			<b>\$463.05</b>

Payable upon receipt  
Thank You



# Living Bird

Cornell Lab of Ornithology

## Invoice

Invoice #: LB-Inyo-19-01

Date: 1/17/19

Festival: Owens Lake Bird Festival

Payment to:

Cornell Lab of Ornithology

Attn: Jennifer Smith

159 Sapsucker Woods Road

Ithaca, New York 14850-1900

Questions regarding invoice: Susanna Lawson 434-983-1771.

To: Michael Cleaver  
Friends of the Inyo  
819 N. Barlow Lane  
Bishop, California 93514  
760-873-6500

Terms: .  
Net 30  
1-1/2% per month  
late charge

Size	Issue	Color	Rate
1/6 page	WIN19	4 C	\$730.00
	15% print-ready discount		-\$109.50

\$620.50 **Total Due: \$620.50**

Make check payable to Cornell Lab of Ornithology or pay by credit card.  
Please return a copy of the invoice with payment.

### Credit Card Payment

Visa  MasterCard  Discover  American Express  Other \_\_\_\_\_

Date: \_\_\_\_\_ Amount: **\$620.50**

Charge my credit card: \_\_\_\_\_

Security # (back): \_\_\_\_\_ And's Security # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

Signature: \_\_\_\_\_



# American Birding<sup>®</sup>

ASSOCIATION

## Invoice

Date	Invoice #
2/15/2019	ABA04507

<b>Bill To</b>
Friends of Inyo Bird Festival on Owens Lake 819 N. Barlow Lane Bishop, CA 93514 Attn: Alex Ertaud

Terms
Net 15

Item	Description	Rate	Quantity	Amount
1 6 Page-4 Color	Advertising--Birding Magazine February 2019 Issue Page 37	333.00	1	333.00

**American Birding Association**

P.O. Box 3070  
Colorado Springs, CO 80934

Payments/Credits	\$0.00
Balance Due	\$333.00





# Invoice

Date	Invoice #
4/5/2019	ABA04541

## American Birding<sup>®</sup>

A S S O C I A T I O N

Bill To
Friends of Inyo Bird Festival on Owens Lake 819 N. Barlow Lane Bishop, CA 93514 Attn: Alex Ertaud

Terms
Net 15

Item	Description	Rate	Quantity	Amount
1/6 Page-4 Color	Advertising--Birding Magazine April 2019 Issue Page 61	333.00	1	333.00

**American Birding Association**

P.O. Box 3070  
Colorado Springs, CO 80934

Payments/Credits	\$0.00
Balance Due	\$333.00

KMMT-FM  
 MAMMOTH MOUNTAIN FM ASSOCIATES  
 PO BOX 1284  
 Mammoth Lakes, CA 93546  
 PH: 760-934-8888  
 QUESTIONS?, EMAIL: LISA@KMMTRADIO.COM

Statement Date
4/28/2019


Charges or Payments received after this date will appear on next statement  
 Terms:

A/R Cash - KMMT-FM

FRIENDS OF THE INYO -- 438  
 819 N BARLOW LANE  
 BISHOP, CA 93514

Date				Amount
1/28/2019	991-00024-0000	* Invoice: 2019 ANNUAL AT ONLY \$1500	1,500.00	1,500.00
4/28/2019	991-00025-0000	* Invoice: BIRD FEST APRIL 2019	0.00	0.00

*Thanks*

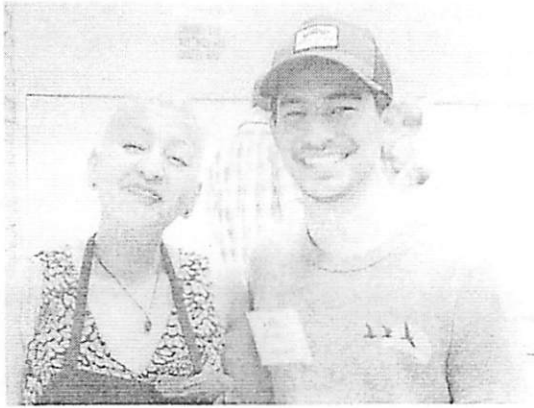


PLEASE PAY TO YOUR ACCOUNT #  
 (THE NUMBER ON THE CHECK AND COMPANY NAME ABOVE)  
 IN FULL. PLEASE PRINT YOUR CHECK &  
 THE NUMBER TO ENSURE PROPER CREDIT.  
 FOR ISSUES PLEASE EMAIL [lisa@kmmtradio.com](mailto:lisa@kmmtradio.com)

**THANK YOU FOR YOUR BUSINESS!**

THANK YOU FOR YOUR BUSINESS! Please email [lisa@kmmtradio.com](mailto:lisa@kmmtradio.com) with any questions.. PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE.

Apr	Mar	Feb	Jan +	Please pay this amount
1,500.00	0.00	0.00	0.00	1,500.00



The Grill 446 South Main street  
 7608764240 Lone pine, California  
 93545  
 United States

Billed To  
 Kyle Hamada  
 Lake Bird Festival  
 California  
 United States

Date of Issue  
 05/01/2019  
  
 Due Date  
 05/01/2019

Invoice Number  
 0000002

Amount Due (USD)  
**\$4,248.00**

Description	Rate	Qty	Line Total
Catering Services Catering party on Saturday April 27	\$30.00 •Gratuity 18%	120	\$3,600.00
	Subtotal		3,600.00
	Gratuity 18% (18%)		648.00
	Total		4,248.00
	Amount Paid		0.00
	Amount Due (USD)		\$4,248.00

Terms

total is \$4,248.00



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

**Lone Pine**  
Chamber of Commerce

August 20, 2019

Inyo Co. Board of Supervisors  
PO Box N  
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of  
Concerts in the Courtyard.

This has become a very popular event for tourist as well as locals.

Thank you for your help.

Sincerely,  
  
Kathleen New  
President/CEO



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

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 1416.50  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce  
Project Name Concert in the Courtyard

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
6/13/19 - 6/28/19	Linda Duarte	Clerk 25 hrs @ 15.00	375.00
2/16/19	Staples	supplies	119.89
3/13/19	Sierra Reader	advertising	300.00
7/25/18	Skip and Jaque	Band	500.00
8/3/19 9/14/19	Sandy and High County	(2x) Band	1000.00
8/04/19	Daily Independent	Advertising	257.50
5/21/18	Philadelphia Insurance	Insurance	614.50
6/30/19	KIBS	Radio Ads	506.00
6/9 - 6/30/18	Inyo Register	Newspaper ads	491.39

Invoice Total 4164.28  
Total Reimbursement requested (if different) 1,416.50

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 9/13/19

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

Documentation of All Eligible Expenses

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

Pres./CEO 9/13/19

Signature of Representative Title Date

**TIMECARD**

Employee Name: Jude Quirk  
 Position: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Emp # \_\_\_\_\_  
 SSN \_\_\_\_\_  
 Manager \_\_\_\_\_

Pay Period From: 6-13-19 To: 6-26-19

Miscellaneous \_\_\_\_\_  
 Approved By \_\_\_\_\_

Account Description	Account Code	M	T	W	Th	F	Sa	Su	Total Hours
6-13-19 - 6-14-19									
6-18-19 - 6-19-19									
6-20-19 - 6-21-19									
6-25-19 - 6-26-19									
6-30-19									
Total Hours									48
Total Overtime Hours									5

Notes and Remarks

Pay ending 6-26-19  
 15 hrs @ 15.00 = 225.00  
 minor in County

Office Use Only

**TIMECARD**

Miscellaneous

Employee

Name Jude Duarte

Emp # \_\_\_\_\_  
SSN \_\_\_\_\_  
Manager \_\_\_\_\_

Position \_\_\_\_\_  
Department \_\_\_\_\_

Approved By \_\_\_\_\_

Pay Period

From: 6-27-19 To: 7-10-19

Account Description	Account Code	M	T	W	TH	F	Sa	Su	Total Hours
6-27-19 - 6-28-19			X	X	X	X			
7-2-19 - 7-3-19			X	X					
7-4-19 - 7-5-19									
7-9-19 - 7-10-19									
Total Overtime Hours									CO

\*Calculated on a per-week basis.

Notes and Remarks

10 hrs @ 15.00 = 150.00  
Pay ending 7-10-19  
more in the  
penitence

Office Use Only


To view or cancel your order please click below.  
Most orders may be canceled within 30 minutes of being placed.

[VIEW ORDER](#)

### BILLING INFORMATION

<b>Billing address</b>	Linda Duarte Lone Pine Chamber Of Commerce Po-Box 749 Lone Pine, CA 93545
<b>Payment Information</b>	Subtotal: \$132.97 Discounts: \$21.70 Shipping/Fees: \$0.00 Tax: \$8.62 <b>Order Total: \$119.89</b>
<b>Payment Method</b>	VI ending in 5120: \$119.89

### YOU MIGHT ALSO LIKE

- 

Post-it® Super Sticky Notes, 3" x 3", Canary Yellow, 90 Sheets/Pad, 10 Pads/Pack (654-10SSCY) **\$10.00**
- Staples Cardstock Paper, 110 lbs, 8.5" x 11", White, 250/Pack (49701) **\$13.77**
- Staples Notepads, 8.5" x 11.75", Wide Ruled, White, 50 Sheets/Pad, 12 Pads/Pack (51295/23643) **\$10.74**

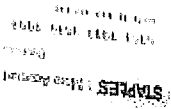
**Want free next-day delivery with no minimum?**  
No order is too small when you join Staples® Plus.  
Exclusions apply. \$49 membership fee required.


[JOIN NOW](#)


**5% back, every time.**


Enroll in the More Account™ and earn more rewards in store and online.

[APPLY NOW](#)



See our Weekly Ad 

Get your coupons 

Find a local store 

IDEAS, INSIGHTS AND MORE.



STAY CONNECTED







236 N Warren Street  
P.O. Box 507  
Bishop, CA 93515

(760) 873-4747

Bill To:  
Lone Pine Chamber of Commerce  
P.O. Box 749  
Lone Pine, CA 93545

Invoice #: 00012522  
Date: 3/13/19

5-18905252

AMOUNT	DESCRIPTION	DATE
\$150.00	3X7 DISPLAY AD	2/7/19
\$150.00	3X7 DISPLAY AD	2/21/19
<p style="text-align: right;">We appreciate your business.</p>		
\$0.00	Sales Tax:	
\$300.00	Total Amount:	
\$0.00	Amount Applied:	
\$300.00	Balance Due:	

Lone Pine Chamber

Myron Kubal

June 29, 2019 Concert in the Courtyard

6/29/2019

500.00

011632

Chamber Checking

500.00

10396 (4/17) J155738



103961

Rev 1/17

Lone Pine Chamber

Sandy Anderson

8/3/2019

011646  
500.00

Chamber Checking

500.00

10396 (4/17) J155738



103961

Rev 1/17

Sandy and the High Country  
PO 216  
Independence CA 93526

# INVOICE

Invoice No. 1

## Customer

Name Lone Pine Chamber of Commerce  
Address PO box 749  
City State CA ZIP 93545  
Phone

Misc  
Date 9/1/2019

Qty	Description	Unit Price	TOTAL
1	3 hour concert	\$500.00	500.00

Change of address information  
New address:  
City, St, Zip  
Telephone #

SubTotal	Shipping	TOTAL
\$ 500.00		\$ 500.00

Tax Rate(s)

## Payment

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sandy and the High Country  
PO 216  
Independence CA 93526

# INVOICE

Invoice No. 1

## Customer

Name Lone Pine Chamber of Commerce  
Address PO box 749  
City State CA ZIP 93545  
Phone

## Misc

Date 8/1/2019

## Qty

Description	Unit Price	Qty
3 hour concert	\$500.00	1
<b>TOTAL</b>	<b>\$500.00</b>	<b>500.00</b>

## Change of address information

New address:  
City, St, Zip  
Telephone #

## Payment

SubTotal	\$	500.00
Shipping		
Tax Rate(s)		
<b>TOTAL</b>	<b>\$</b>	<b>500.00</b>

DAILY INDEPENDENT  
 PO BOX 7  
 RIDGECREST  
 CA 93556

INVOICE/  
 STATEMENT  
 AS OF  
 08/04/19

105389-03  
 LONE PINE CHAMBER OF COMM  
 PO BOX 749  
 LONE PINE CA 93545

DATE	DESCRIPTION	PAPER	UNITS	RATE	CHG/CR	BALANCE
------	-------------	-------	-------	------	--------	---------

PREVIOUS BALANCE 330.00

07/06/19	EXTRA! PWR BUY	DI	18.00	I		190.00
----------	----------------	----	-------	---	--	--------

	ANOTHER FINE FAMILY					
--	---------------------	--	--	--	--	--

07/13/19	EXTRA! PWR BUY	DI	18.00	I		.00
----------	----------------	----	-------	---	--	-----

	ANOTHER FINE FAMILY					
--	---------------------	--	--	--	--	--

07/20/19	EXTRA! PWR BUY	DI	18.00	I		.00
----------	----------------	----	-------	---	--	-----

	ANOTHER FINE FAMILY					
--	---------------------	--	--	--	--	--

07/27/19	EXTRA! PWR BUY	DI	18.00	I		.00
----------	----------------	----	-------	---	--	-----

	ANOTHER FINE FAMILY					
--	---------------------	--	--	--	--	--

07/27/19	AD EN OTHER	DI	20.00	I		25.00
----------	-------------	----	-------	---	--	-------

	LONE PINE COURTYARD CONCERT					
--	-----------------------------	--	--	--	--	--

07/29/19	CHECK PAYMENT					330.00CR
----------	---------------	--	--	--	--	----------

	14155					
--	-------	--	--	--	--	--

07/31/19	EXTRA! PWR BUY	DI	20.00	I		42.50
----------	----------------	----	-------	---	--	-------

	LONE PINE COURTYARD CONCERT					
--	-----------------------------	--	--	--	--	--

	NEW BALANCE					257.50
--	-------------	--	--	--	--	--------

257.50

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL
257.50	.00	.00	.00	.00	257.50

DAILY INDEPENDENT (760) 375-4481

W B320329  
 8/19/19

Account number 79342280

**Billing terms**

- Policy** The program
- Term** The policy length
- Product** Identifies PHLI niche product group
- Bill plan** Full or interval payment plan applied to the policy, see section opposite for details
- Premium charged** Policy premium at inception plus any additional premium or return premium endorsements
- Premium applied** Payments or adjustments made to date
- Previous balance** Amount due at the end of prior month
- Installment amount** Divided portion of premium invoiced this month based on the Bill Plan
- Taxes/surcharges and fees** State imposed taxes or surcharges based on specific coverage and/or premium
- Payment / credits** Payments or adjustments made during prior month
- Balance due** Total amount currently due

**Available bill plans**

*If interested in bill plan options please contact customer service at 877-438-7459 to see if your account qualifies.*

**Fixed Annual**

One bill is produced for the annual premium as of the effective date of the policy.

**Installment plans**

For the following plans, a \$500 installment minimum is required. Any endorsement activity will be billed or credited over any remaining installments. These plans do not reflect options available for Rental and Leasing policies. A \$5 per installment fee may be included (some states may vary).

**- 25% & 9**

25% of the annual premium is billed the first month, 1/9th of the remaining annual will be billed in consecutive monthly intervals.

**- 25% & 5**

25% of the annual premium is billed the 1st month, The remaining installments of 1/5th will be billed in consecutive monthly intervals.

**- 25% & 3**

25% of the annual premium is billed the 1st month, 1/3rd of the remaining annual will be billed in consecutive monthly intervals.

**- 50% & 2**

50% of the annual premium is billed the 1st month, 1/2 of the remaining annual will be billed in consecutive monthly intervals.

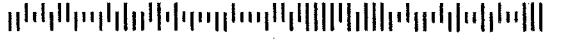
PHILADELPHIA INSURANCE COMPANIES



A Member of the Tokio Marine Group  
PO Box 70251 Philadelphia PA 19176-0251

MB 01 000952 33960 E 8 B

LONG PINE CHAMBER OF COMMERCE  
PO BOX 749  
LONG PINE, CA 93545-0749



79342280

02000425409 000000079342280 4 20190508 20190529 00000000061450

PHILADELPHIA INSURANCE COMPANIES  
PO BOX 70251  
PHILADELPHIA, PA 19176-0251



Remittance Amount: \$



Invoice Number: 2000425409  
 Account Number:  79342280  
 Billing Date: 05/08/2019  
 Due Date: 05/29/2019  
 Amount Due: \$614.50

Invoice# KIBS0196190641724

KIBS-FM

1305 South HWY 395

IN

Bishop, CA 93514

Phone: 760-873-6324

Fax: 760-872-2639

Statement dated: 6/28/2019

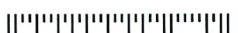
Calendar Broadcast Period: 6/1/2019 - 6/30/2019

Account# 196

68UC5D 99

convert concert

LONE PINE CHAMBER  
P.O. BOX 749  
LONE PINE, CA 93545



Balance Forward:

\$350.00

Order#40107 15 @ \$10.00 LONE PINE REUNION [6/12/2019-6/21/2019]

\$150.00

Order#40144 13 @ \$12.00 COURTYARD CONCERT [6/26/2019-6/29/2019]

\$306.00

Total Spot Sales This Month:

04-Jan-16 KIBS-FM(50) #36907(1068239) : 10 AM

\$350.00

Total Recurrent Sales This Month:

\$656.00

Gross Sales This Month:

\$656.00

Payments Applied This Month:

6/18/2019 KIBS-FM \$350.00

\$350.00

Total Payments This Month:

\$0.00

Total Adjustments This Month:

\$0.00

Current Net Balance (Pay this amount):

\$656.00

KIBS/KBOV ACCEPTS CREDIT CARD PAYMENTS



# Advertising Invoice

**THE INYO REGISTER**  
 Horizon California Publications  
 407 W Line St., Ste #8  
 Bishop, CA 93514  
 Phone: 760-873-3535  
 Fax: 760-873-3591  
 URL: [www.inyoregister.com](http://www.inyoregister.com)

LONE PINE CHAMBER OF COMMERCE  
 P.O. BOX 749  
 LONE PINE CA 93545

**Customer #:** 01100944  
**Phone:** (760)876-4444

Ad#	Start	Stop	Pub.	Description	Cols.	Inch	Days	Amount
00067646	06/15/2019	06/15/2019	01	COURTYARD CONCERT	3	5.50	1	147.68
00067646			01	\$35 FULL COLOR	3	5.50	1	35.00

Please return a copy with payment

**Total Due**

**182.68**

INYO COUNTY AUDITOR-CONTROLLER  
 PO Drawer R  
 Independence, CA 93526

CHECK NO.	384262
CHECK DATE	04/11/19
PAYEE	LONE PINE CHAMBER OF COMM
AMOUNT	1,416.50

INVOICE	INVOICE DATE	PURCHASE ORDER	DESCRIPTION	DEPARTMENT NAME	AMOUNT
031819-123119	04/08/19	C18093	2019 MUSIC IN THE COURTYARD	ADVERTISING COUNTY R	1,416.50



# Courtyard concert



Finish your evening out in Lone Pine  
with a **FREE** concert



## Jackie Kskip & Skip

### June 29th @ 8-10 pm



Brought to you by the Lone Pine Chamber of Commerce 760.876.4444  
Sponsored by Inyo County

Design by Osuna Design



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

**Lone Pine**  
Chamber of Commerce

August 20, 2019

Inyo Co. Board of Supervisors  
PO Box N  
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Inyo County Photo Contest.

We think the photo contest is a great way to promote Inyo County. It works two ways, people come to take pictures and then we get to use those pictures in our advertising.

Sincerely,

Kathleen New  
President/CEO



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

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 3357.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce  
Project Name Inyo County Photo Contest

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

Invoice Total \_\_\_\_\_  
Total Reimbursement requested (if different) 3357.

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 8/28/19

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

Documentation of All Eligible Expenses

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

Kathleen New Digitally signed by Kathleen New  
Date: 2019.09.05 14:21:50 -07'00' Pres./CEO 8/28/19  
Signature of Representative Title Date

**Final Request for the Photo Shootout 2019**

<u>Invoice Date</u>	<u>Vendors Name</u>	<u>Description</u>	<u>Invoice Amt</u>
3/30/2019	KIBS	advertising	\$350.00
4/1/2019	Kathleen New	50 hrs @ 25.00	\$1,250.00
4/30/2019	Inyo Register	advertising	\$313.25
5/5/2019	Sierra Wave	advertising	\$299.00
5/8/2019	Philadelpholia Insurance	liability insurance	\$614.50
5/29/2019	Linda Duarte	60 hrs @ 15.00	\$900.00
5/31/2019	KIBS	radio advertising	\$350.00
5/31/2019	KIBS	radio advertising	\$350.00
5/31/2019	Inyo Register	advertising	\$626.50
6/2/2019	Daily Independent	advertising	\$215.00
7/29/2019	Winners	prizes	\$450.00
4/30/2019	Osuna Design	ad design and placement	\$1,200.00
4/25/2019	Swap Sheet	advertising	\$234.40
		Total	\$7,152.65



# TIMECARD

Miscellaneous

Approved By

Employee

*Kathleen New*

Emp #

SSN

Manager

Name

Position

Department

Pay Period

From:

To:

Account Description

Account Code

M

T

W

Th

F

Sa

Su

Total Hours

*30*

*50 x 25  
\$ 1250.00*

Total Hours

Total Overtime Hours

calculated on a pay-week basis.

*50*

Notes and Remarks

Office Use Only



**THE INYO REGISTER**  
**Horizon California Publications**  
**407 W Line St., Ste #8**  
**Bishop, CA 93514**

BILLING DATE	TERMS OF PAYMENT
4/30/19	Standard Terms

BILLED ACCOUNT
LONE PINE CHAMBER OF COMMERCE P.O. BOX 749 LONE PINE, CA 93545

BILLED ACCOUNT NO.	AGENCY/CLIENT
01100944	01100944
NAME OF AGENCY / CLIENT	
LONE PINE CHAMBER OF COMMERCE	

DATE	TRANS #	DESCRIPTION	INS	SAU DIMENSIONS	UNITS	RATE	AMOUNT	TOTAL
04/27/2019	00529779	Balance Forward - 4/1/19 PHOTO CONTEST					336.93	336.93
04/30/2019	00526642	01 Inyo Register - PHOTO Payment Check 25289901	1	5.00 x 7.00	35.00 in	8.95	313.25 -336.93	650.18 313.25

AB 6/25/19

CURRENT	AGING			
	30 DAYS	60 DAYS	90 DAYS	120+ DAYS
313.25	0.00	0.00	0.00	0.00

TOTAL NET AMOUNT DUE
313.25

PLEASE RETURN THIS PORTION  
WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information and return to the address below: [ ] Visa [ ] Mastercard [ ] Discover  
Acct# \_\_\_\_\_ Exp Date: \_\_\_\_\_  
Signature \_\_\_\_\_

\*\*\*\*PLEASE NOTE  
ADDRESS CHANGE\*\*\*\*

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT REMITTED
01100944	LONE PINE CHAMBER OF COMMERCE	

REMIT TO
THE INYO REGISTER Horizon California Publications 407 W Line St., Ste #8 Bishop, CA 93514  Phone: 760-873-3535 Fax: 760-873-3591

Payment in full is due upon receipt of the statement. A service charge on all balances over 30 days will be computed by a 'Periodic Rate' of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement.

**REMITTANCE ADVICE**

Photo

Invoice # 2857-



Sierra Wave Media  
KSRW FM  
1280 N. Main Street  
Suite J  
Bishop, CA 93514  
(760) 873-5329

Date 05/05/2019  
Sales Person Kat Greenman  
Product ROS. O/N  
Terms Due on Receipt  
Balance Due 299.00  
Photo Contest

LONE PINE CHAMBER OF COMMERCE  
PO BOX 749  
LONE PINE CA 93545

Invoice # 2857-1

Cart #	Date	Time	Length	Description	Rate
01010	05/04/2019	20:31:46	01:00	Photo	0.00
01010	05/04/2019	21:41:39	01:00	Photo	0.00
01010	05/05/2019	04:38:06	01:00	Photo	0.00
01010	05/05/2019	14:49:37	01:00	Photo	0.00
01010	05/05/2019	15:33:29	01:00	Photo	0.00
01010	05/05/2019	20:18:20	01:00	Photo	0.00
01010	05/05/2019	20:45:03	01:00	Photo	0.00
Subtotal (Spot:125, OAR:1)					299.00
Balance Due					299.00

**Billing terms**

- Policy** The program
- Term** The policy length
- Product** Identifies PHILLY niche product group
- Bill plan** Full or interval payment plan applied to the policy, see section opposite for details
- Premium charged** Policy premium at inception plus any additional premium or return premium endorsements
- Premium applied** Payments or adjustments made to date
- Previous balance** Amount due at the end of prior month
- Installment amount** Divided portion of premium invoiced this month based on the Bill Plan
- Taxes/surcharges and fees** State imposed taxes or surcharges based on specific coverage and/or premium
- Payment / credits** Payments or adjustments made during prior month
- Balance due** Total amount currently due

**Available bill plans**

*If interested in bill plan options please contact customer service at 877-438-7459 to see if your account qualifies.*

**Fixed Annual**

One bill is produced for the annual premium as of the effective date of the policy.

**Installment plans**

For the following plans, a \$500 installment minimum is required. Any endorsement activity will be billed or credited over any remaining installments. These plans do not reflect options available for Rental and Leasing policies. A \$5 per installment fee may be included (some states may vary).

**= 25% & 9**

25% of the annual premium is billed the first month, 1/9th of the remaining annual will be billed in consecutive monthly intervals.

**= 25% & 5**

25% of the annual premium is billed the 1st month, The remaining installments of 1/5th will be billed in consecutive monthly intervals.

**= 25% & 3**

25% of the annual premium is billed the 1st month, 1/3rd of the remaining annual will be billed in consecutive monthly intervals.

**= 50% & 2**

50% of the annual premium is billed the 1st month, 1/2 of the remaining annual will be billed in consecutive monthly intervals.

Invoice Number:	2000425409
Account Number:	79342280 <input type="checkbox"/>
Billing Date:	05/08/2019
Due Date:	05/29/2019
Amount Due:	<b>\$614.50</b>

Remittance Amount: \$

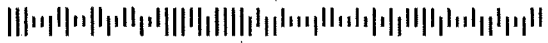


PHILADELPHIA INSURANCE COMPANIES  
PO BOX 70251  
PHILADELPHIA, PA 19176-0251

**PHILADELPHIA INSURANCE COMPANIES**

A Member of the Tokio Marine Group  
PO Box 70251 Philadelphia PA 19176-0251

MB 01 000952 33960 E 8 B



LONE PINE CHAMBER OF COMMERCE  
PO BOX 749  
LONE PINE, CA 93545-0749

*20190529*

# TIMECARD

Miscellaneous

Approved By

Employee

*Linda Duarte*

Emp #  
SSN  
Manager

Name  
Position  
Department

Pay Period

From: *5-30-19* To: *6-12-19*

Account Description	Account Code	M	T	W	Th	F	Sa	Su	Total Hours
<i>5-30-19 - 5-31-19</i>			<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>			<i>60</i>
<i>6-4-19 - 6-5-19</i>			<i>x</i>	<i>x</i>					
<i>6-6-19 - 6-7-19</i>			<i>x</i>						
<i>6-11-19 - 6-12-19</i>									
Total Hours									<i>60</i>
Total Overtime Hours									

\*Calculated on a per-week basis.

Notes and Remarks

*Pay ending 6-12-19  
30 hrs @ \$15.00 = \$450.00  
Photo Contact*

Office Use Only

# TIMECARD

Miscellaneous

Employee Name: Linda Ruente  
 Position: \_\_\_\_\_  
 Department: \_\_\_\_\_

Emp # \_\_\_\_\_  
 SSN \_\_\_\_\_  
 Manager \_\_\_\_\_

Approved By \_\_\_\_\_

Pay Period	From:	To:	Account Description	Account Code	M	T	W	Th	F	Sa	Su	Total Hours
	S: 16-19	To: 5-29-19	5-16-19 - 5-17-19			X		X				
			5-21-19 - 5-22-19			X						
			5-23-19 - 5-24-19			X						
			5-27-19 - 5-29-19									
											Total Hours	6.0
											Total Overtime Hours	

\*Calculated on a payweek basis.

30 hrs @ 15.00 = 450.00  
 Photo Contact  
 Pay ending 5-29-19

Notes and Remarks

Office Use Only





# Advertising Invoice

## THE INYO REGISTER

31

Horizon California Publications  
407 W Line St., Ste #8  
Bishop, CA 93514

Phone: 760-873-3535

Fax: 760-873-3591

URL: [www.inyoregister.com](http://www.inyoregister.com)

LONE PINE CHAMBER OF COMMERCE  
P.O. BOX 749  
LONE PINE CA 93545

**Customer #:** 01100944  
**Phone:** (760)876-4444

Ad#	Start	Stop	Pub.	Description	Cols.	Inch	Days	Amount
00067324	05/18/2019	05/23/2019	01	PHOTO CONTEST	5	7.00	2	626.50

Please return a copy with payment

**Total Due**

**626.50**



DAILY INDEPENDENT  
PO BOX 7  
RIDGECREST

CA 93556

*Photo Contest*

INVOICE/  
STATEMENT  
AS OF  
06/02/19

105389-03  
LONE PINE CHAMBER OF COMM  
PO BOX 749  
LONE PINE CA 93545

DATE	DESCRIPTION	PAPER	UNITS	RATE	CHG/CR	BALANCE
		PREVIOUS BALANCE				582.50
05/10/19	EXTRA! PWR BUY	DI	18.00	I	.00	
	COMBO BUY LONE PINE CHAMBER					
05/17/19	EXTRA! PWR BUY	DI	18.00	I	.00	
	COMBO BUY LONE PINE CHAMBER					
05/24/19	EXTRA! PWR BUY	DI	18.00	I	.00	
	COMBO BUY LONE PINE CHAMBER					
05/28/19	CHECK PAYMENT 2531570467				582.50CR	
06/01/19	EXTRA! PWR BUY	DI	12.00	I	190.00	
	LONE PINE DESTINATION					
06/01/19	AD EN OTHER	DI	12.00	I	25.00	
	LONE PINE DESTINATION					
		NEW BALANCE				215.00

*V B J C Y 22 Q*

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL
215.00	.00	.00	.00	.00	215.00
DAILY INDEPENDENT				(760) 375-4481	

8/1/2019

Jerry Winstead

\*\*350.00

Three Hundred Fifty and 00/100\*\*\*\*\*

Jerry Winstead  
PO Box 772  
Bishop CA 93515

Jerry Winstead

First and second prize 2019 photo contest 8/1/2019

350.00

Chamber Checking

350.00

Jerry Winstead

First and second prize 2019 photo contest 8/1/2019

350.00

Chamber Checking

350.00

8/1/2019

Pat Holland

\*\*100.00

One Hundred and 00/100\*\*\*\*\*

Pat Holland  
P.O. Box 2505  
Mammoth Lakes, CA 93546

Pat Holland

8/1/2019

2nd place 2019 Inyo County Photo Contest

100.00

Chamber Checking

100.00

Pat Holland

8/1/2019

2nd place 2019 Inyo County Photo Contest

100.00

Chamber Checking

100.00

March 1, 2019

CLIENT Lone Pine Chamber of Commerce  
120 S. Main Street  
Lone Pine California 93545

PROJECT/JOB# Lone Pine Photo Contest - #1416LPCC

BILLING TOTAL PROJECT FEE . . . . . 1,200.00  
Project fee reflects the following services, materials & publication rates  
Creative design  
Publication Ad Rate

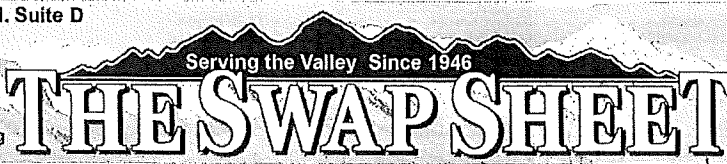
**Final Balance Due . . . . . 1,200.00**

PAYMENT TERMS Balance due upon receipt of invoice. FINANCE CHARGES: Overdue balance subject to finance charge of 2% per month, 18% per year.

THANK YOU We accept payments through Paypal. Please make your check payable to Osunadesign. Supply invoice reference# with your payment and send it to: Osunadesign, 1847 East San Gabriel Drive, Yuma AZ 85365.



619 W. Ridgecrest Blvd. Suite D  
 Ridgecrest, CA 93555  
 760-375-5400  
 FAX 760-375-1901  
 www.swapsheet.org  
 email swap@swapsheet.org



# Statement

Date
4/25/2019

To:
Lone Pine Chamber of Commerce P.O. Box 749 Lone Pine, CA 93545

*Photo content*

		Amount Due	Amount Enc.		
		\$234.40			
Date	Transaction	Amount	Balance		
03/31/2019	Balance forward		0.00		
04/11/2019	INV #120840. --- 10x8 Display \$234.40	234.40	234.40		
<i>9 DEC 12 2012</i>					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	234.40	0.00	0.00	0.00	\$234.40

conducted by Kaufman and the Tectonic Theater Project and the play-

Donations accepted at the door

Laramie to the tragedy itself and the subsequent onslaught of the world

nate crime regist the federal and st

# GUIDE

Continued from A1

weariness over undefined time frames.

"I think timing is very important on this," Martin said. Also important, he said, was making clear costs. Martin also suggested a disclaimer noting the price of projects in California relative to the national average - which he presumed was much higher.

Committee member Planning Commissioner Bill Farris, Jr. suggested having the website guide reviewed by developers "used to doing these sorts of things" to make sure it is complete and has everything it needs.

Rebecca McCourt of the IWV EDC asked how long Stephens will be receiving feedback on the project.

Stephens replied that the idea is that the guide is a working document, with ongoing changes and improvements added as needed.

Skip Gorman asked whether the guide could conceivably have helped the Warrens or Ridgecrest Regional Hospital avoid recent difficulties with projects involving the city.

City Manager Ron Strand replied that the Warrens could have potentially avoided problems by scheduling the recommended pre-meeting which he claimed could have brought to light cer-

tain contentious issues earlier in the process.

Attendees at the meeting seemed impressed by the guide as well as the speed with which the project was pulled together.

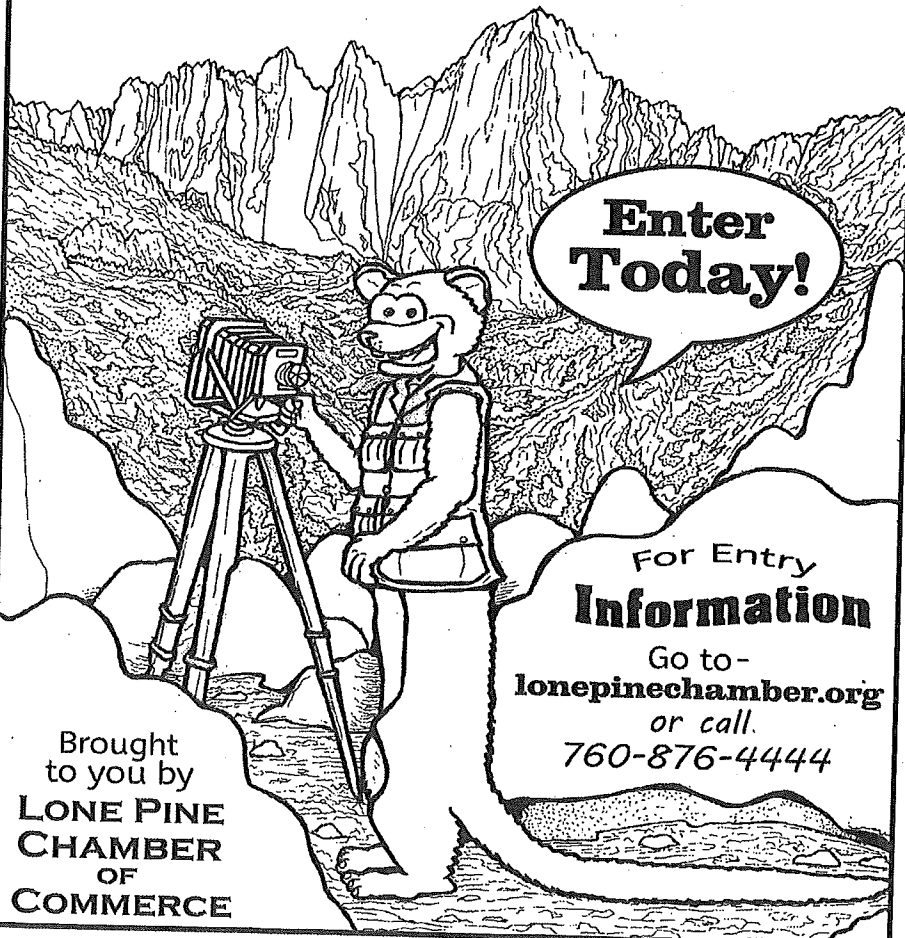
"Lindsey, this is remarkable," Skip Gorman said.

"This is really good," realtor Norm Alexander said. "From the developers, thumbs up on it."

Alexander suggested adding disclosures reminding people that they still need to do their own due diligence when making their applications. "This is a great communication tool, but we never catch everything," Alexander said.

## Inyo County Amateur PHOTO CONTEST

April 23 - June 10, 2019



Enter Today!

For Entry Information

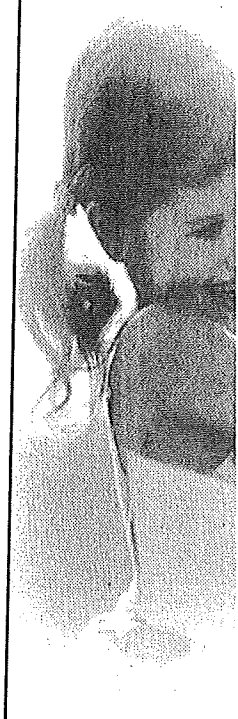
Go to - [lonepinechamber.org](http://lonepinechamber.org) or call. 760-876-4444

Brought to you by LONE PINE CHAMBER OF COMMERCE

# Ridge

# We

# Kerr Mc



- Bring picture ID w
- Be free from cold, and all signs of in
- Eat a meal at least

Contact 662 Paperless Ques Log on to a Smart Pho

Locations: Ho Mo 5901 Truxtun Ave Th 11515 Borhouse Th Call Toll-Free: 1-877-364



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Information Services

**SUBJECT:** Amending July 9, 2019 Minutes and Corresponding Board Order

---

**RECOMMENDED ACTION:**

Request Board amend the July 9, 2019 minutes and corresponding Board Order for the Canon Financial Services Contract Amendment approved by your Board, to add a "not to exceed" contract amount of \$100,800 not included in the original departmental request.

**SUMMARY/JUSTIFICATION:**

On January 8, 2019, your Board approved a lease agreement with Canon Financial Services, with a term of 60 months in an amount estimated not to exceed \$90,000 per year.

On July 9, 2019, we presented your Board with a request to approve an amendment to that contract, increasing the annual contract amount by \$10,800. Your Board approved that request, which was entered into the record in both minutes and a corresponding Board Order. However, the request failed to specify that the contract's new not-to-exceed amount is now \$100,800 a year.

For the sake of clarity and auditing purposes, we request this information be retroactively added to the motion approved by your Board through amendment to the July 9 minutes and corresponding Board Order.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny the requested amendments but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Clerk of the Board's Office

**FINANCING:**

The original contract approved January 8 and the amendment approved July 9 bring the total amount to be spent with Canon Financial Services to an annual amount not to exceed \$100,800 over the course of the term of the contract. This needs to be clarified by amending the motion approved by your Board on July 9.

**ATTACHMENTS:**

1. 20190709InfoServices-CanonFinancialServicesContractAmendment1
2. 20190108InfoServices - CanonFinancialServicesContract

**APPROVALS:**

Darcy Ellis  
Amy Shepherd  
Jayme Westervelt

Created/Initiated - 9/25/2019  
Approved - 9/25/2019  
Final Approval - 9/25/2019



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of July 2019 an order was duly made and entered as follows:

*Information  
Services – Canon  
Financial Services  
Contract  
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) approve Amendment No. 1 to the lease agreement between the County of Inyo and Canon Financial Services for photocopy machine leasing and management by American Business Machines, adding 11 managed multi-function machines through CFS and ABM for a 55-month term for an annual amount of \$10,800 plus any per-copy overage fees; and B) authorize the Chairperson to sign the lease agreement amendment, lease agreement for 11 additional machines, and municipal fiscal funding addendum, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9th  
Day of July, 2019

<i>Routing</i>
CC Purchasing X Personnel Auditor CAO Other: Information Services DATE: July 12, 2019



*CLINT G. QUILTER*  
Clerk of the Board of Supervisors

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

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



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
9

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

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING:** July 9, 2019

**SUBJECT:** Request approval to amend the contract with Canon Financial Services ("CFS") for photocopy machine lease and management by American Business Machines ("ABM").

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board approve Amendment 1 to the lease agreement for 11 additional managed multi-function machines through CFS and ABM for a 55 month term and an annual amount of \$10,800 plus any per copy overage fees.

**SUMMARY DISCUSSION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County's photocopy machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. Since the deployment of the machines many departments have been able to surplus old and expensive standalone printers while embracing a centralized printing model.

Since the departments have seen the benefit of utilizing the managed multi-function machines vs the more expensive alternative, many have requested to have additional machines in offices currently not equipped with managed machines. This Amendment to the contract will add an additional 11 multi-function machines across the County's departments.

**ALTERNATIVES:** The Board could choose not to approve the amendment, in which case departments would need to look at obtaining multi-function printers from another source. This option is not recommended since would cost the departments, and ultimately the County more money than amending the current lease agreement.

**OTHER AGENCY INVOLVEMENT:**

1. County Counsel to review and approve the amendment
2. Sheriff, Farm Advisor, Public Guardian and HHS to receive the new managed machines
3. Auditor's office to review and approve the amendment and payments

**FINANCING:** Funding for this estimated cost was requested in the FY 2019-20. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/2/19</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>7/2/19</u></p>
<p>PERSONNEL DIRECTOR:</p> <p style="text-align: center;">N/A</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>
<p>BUDGET OFFICER:</p> <p style="text-align: center;">N/A</p>	<p>BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**

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



Date: July 2, 2019

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES AND TRAINING  
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and American Business Machines, of Bakersfield, California (hereinafter referred to as "ABM"), have entered into an Agreement for the lease of copy machine equipment, maintenance services and training services January 20, 2019, on Canon Financial Services Total Solution Lease Agreement, for the term from January 20, 2019 to January 19, 2024. A Copy of that Agreement is attached hereto as Attachment 1.

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

1. **Add ~~11~~ additional copy machines to original lease agreement.**  
As set forth in Attachment 2, add 11 additional machines, for a term of 55 months at the cost of \$ 828.00 + applicable taxes per month in addition to the original amount.
  
2. County and ABM agree to execute the "Total Solution Lease Agreement" as set forth in Attachment 2 hereto, and to execute the Municipal Fiscal Funding Addendum as set forth in Attachment 3 hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.  
All the other terms and conditions of the Agreement are unchanged and remain the same.

COUNTY OF INYO

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

Dated: July 9, 2019

AMERICAN BUSINESS MACHINES

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

signature

RYAN JONES

Type or Print

Dated: 7/1/2019

APPROVED AS TO FORM AND LEGALITY

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM:** JANUARY 20, 2019 **TO:** JANUARY 10, 2024

**SEE ATTACHED:**

- LEASE AGREEMENT FOR 11 ADDITIONAL MACHINES
- SCHEDULE A SCHEDULE OF FEES FOR 11 ADDITIONAL MACHINES



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance Address: 14904 Collections Center Dr.  
 Chicago, Illinois 60693 (800) 220-0200

**TOTAL SOLUTION  
 LEASE AGREEMENT**  
 CFS-1015 (01/17)

LESSOR'S AGREEMENT  
 NUMBER:

COMPANY LEGAL NAME Inyo California, County Of	DBA	PHONE (*Customer*) 760-878-0398
BILLING ADDRESS 168 North Edwards Street	CITY Independence	COUNTY Inyo
EQUIPMENT ADDRESS See Schedule A	CITY	STATE CA
		ZIP 93526

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
Aggregate and Co Terminus with Lease # 001-0086457-004							
<b>TOTALS</b>		11,000	0/CPC	0.0092	0.06		

**Guaranteed Copy Plan:**  Individual  Aggregate (Totals only required)

**Payment Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**Meter Reading Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**End of Term Purchase Option:**  \$1.00  Fair Market Value  Other: \_\_\_\_\_

**Term:** 55 months

**Minimum Monthly Rental Payment \*:** \$828.00

**Service and Supplies Included \*:**  Supplies  Maintenance  
 \* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**ACCEPTED**

DEALER: American Business Machines ("Dealer")

By: *[Signature]*

Print Name: Ryan Jones

Title: General Manager

Date: \_\_\_\_\_

**AUTHORIZED CUSTOMER SIGNATURE**

By: X *[Signature]* Title: Chairperson

Printed Name: Rick Pucci Email address: \_\_\_\_\_

Tax ID#: \_\_\_\_\_ If proprietor, DOB: \_\_\_\_\_ Date: \_\_\_\_\_

By: X \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email address: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: *[Signature]* Printed Name: Jayme Westervelt Title (if any): Deputy Director Date: 7/23/19

**TERMS AND CONDITIONS**

- AGREEMENT:** Dealer rents to Customer, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ with its chief executive office at \_\_\_\_\_ and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".
- TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30<sup>th</sup> of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
- APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.
- NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

**PERSONAL GUARANTY**

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's right against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise or of realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**7. LOCATION; LIENS; NAMES; OFFICES:** Customer shall move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party living service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**9. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**10. MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or render the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

**11. TAXES, OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**12. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1,000 Purchase Option, \$1,000; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. It will within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**13. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**14. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**15. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to relake possession of any or all of the Equipment, and (j) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (j) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**16. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

**17. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUE OR LEASE ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR.** Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**18. RENEWAL; RETURN:** Except in the case of an Agreement containing a \$100 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1,000 that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon market notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**20. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Setlings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for hard drive not containing data erase functionality as a standard feature) or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS, applies, or could be construed to apply to Data.

**21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**24. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications to this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer and Dealer's signature will be treated as an original for all purposes.

CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A  
 CFS - 1104 (02/14)  
 Application # \_\_\_\_\_  
 Agreement # \_\_\_\_\_

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Ingo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer") it is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Public Guardian; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$142.00	\$0.0092	\$0.06
2	Farm Advisor; 207 South Street	Bishop	93514	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06
3	Sheriff Sub Station; Hwy 127	Shoshone	92384	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
4	Sheriff Admin Offices; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
5	Sheriff MINT Office	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
6	Sheriff Animal Shelter; 1001 County Road	Big Pine	93513	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
7	Sheriff Posse Hut; 350 Airport Road	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
8	Sheriff Dispatch; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
9	HHS Wellness Center; 586 Central Ave.	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
10	HHS Progress House; 536 N. Second Street	Bishop	93514	760-878-0398	Canon	IRA C256iF III	\$74.00	\$0.0092	\$0.06
11	Library; 168 Edwards	Independence	93526	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

**ACCEPTED**

JONES WALBAUM CORPORATION (DBA: American Business Machines)

By: 

Printed Name: Ryan Jones  
 Title: General Manager

**AUTHORIZED CUSTOMER SIGNATURE**

Customer: County of Ingo

By: 

Printed Name: Rick Wood  
 Title: Chairperson



**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM: JANUARY 20, 2019 TO: JANUARY 10, 2024**

**SEE ATTACHED:**

- **MUNCIPAL FISCAL FUNDING ADDENDUM**



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 14904 Collections Center Dr.  
 Chicago, Illinois 60693

**Municipal Fiscal Funding Addendum**

Agreement Number:
Agreement Date:

<b>GOVERNMENTAL ENTITY</b>	
Complete Legal Name	County of Inyo
	("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
<b>Canon Financial Services, Inc.</b> By _____ Title _____ Date _____	<b>Customer</b> By  Printed Name <u>Rick Pucci</u> Title <u>Chairperson</u>

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California


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

*Information Services – Canon Financial Services Contract* Moved by Supervisor Tillemans and seconded by Supervisor Totheroh to: A) approve a lease agreement with Canon Financial Services, having a term of 60 months in an amount estimated not to exceed \$90,000 per year (based on the estimated number of copies using actual copy counts of Fiscal Year 2017-2018), contingent on adoption of future budgets for fiscal years covered by the term of the agreement; and B) authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 8<sup>th</sup>  
Day of January, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Information Services Other: DATE: January 11, 2019



**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:** County Administrator-Information Services

**FOR THE BOARD MEETING:** January 8, 2018

**SUBJECT:** Countywide Photocopy Machine Upgrade and Management

**DEPARTMENTAL RECOMMENDATION:**

Request your Board A) approve a lease agreement with Canon Financial Services having a term of 60 months in an amount estimated not to exceed \$90,000 per year (based on the estimated number of copies using actual copy counts of FY 17-18)., contingent on adoption of future budgets for fiscal years covered by term of Agreement and B) Authorize the Chairperson of the Board to sign.

**SUMMARY DISCUSSION:**

In October 2018 an RFP went out for bid to provide a managed copier service and maintenance service. ABM was the only respondent and we would like to make them sole source for the remainder of the 5 year contract.

Currently County wide we have almost 200 printers including the 39 Canon Copiers currently leased through ABM on the network. Through onsite assessments it was discovered that we could eliminate stand-alone color printers and fax machines by upgrading multi-function digital copiers by Canon through ABM. This will make a great reduction in cost of printers and ink county wide. With buy in from department heads our goal is to move to a more centralized printing model.

On-site assessment also resulted in the need to add 3 additional Canon copiers to improve efficiency. ABM has also granted us flexibility to add additional machines including specialized machines in the future.

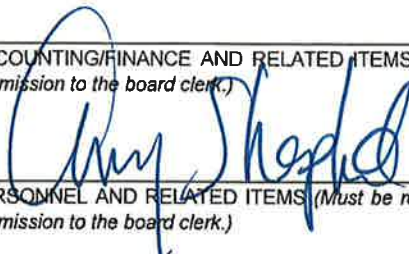
**ALTERNATIVES:** Your board could choose not to approve this request in which case the alternative would be for departments to convert back to stand-alone, unmanaged copiers, printers and fax machines and be settled with the cost of maintenance and costly supplies which could easily exceed this proposed contract of \$90,000 per year.

**OTHER AGENCY INVOLVEMENT:**

All County agencies/departments are affected

**FINANCING:** Funding for the estimated cost for FY 2018-19 is included in the approved FY2018/19 Board Approved Budget (011801-5285). Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects copy counts on a monthly basis and makes lease payments and charges to departments quarterly.

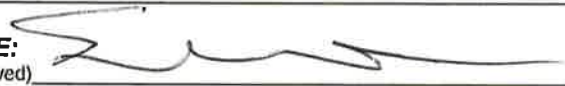
**APPROVALS**

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 12/27/18
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date 12/20/18
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 _____
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: Dec 28, 2018



CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr. Chicago, Illinois 60693 (800) 220-0200

TOTAL SOLUTION LEASE AGREEMENT

CFS-1015 (01/17)

LESSOR'S AGREEMENT NUMBER:

COMPANY LEGAL NAME, DBA, PHONE, BILLING ADDRESS, CITY, COUNTY, STATE, ZIP, EQUIPMENT ADDRESS, CITY, COUNTY, STATE, ZIP

Table with columns: Make / Model / Accessory, Serial Number, Monthly Guaranteed Minimum Copies (Black & White, Color), Overage Copy Charge\* (Black & White, Color), Initial Meter Reading (Black & White, Color)

Guaranteed Copy Plan: Individual, Aggregate (Totals only required); Payment Frequency: Monthly, Quarterly, Other; Meter Reading Frequency: Monthly, Quarterly, Other; End of Term Purchase Option: \$1.00, Fair Market Value, Other; Term: 60 months; Minimum Monthly Rental Payment\*: \$7,380.00; Service and Supplies Included\*: Supplies, Maintenance

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED, AUTHORIZED CUSTOMER SIGNATURE, DEALER: American Business Machines ("Dealer"), By: Ryan Jones, General Manager, Title: Chairperson, Date: 01-08-19

ACCEPTANCE CERTIFICATE, To: Dealer, Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement.

TERMS AND CONDITIONS, 1. AGREEMENT: Dealer rents to Customer, a County / Political Subdivision organized under the laws of the State of California; 2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer; 3. PAYMENTS: Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement; 4. APPLICATION OF PAYMENTS; METER READING; All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically; 5. NO LESSOR WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT.

PERSONAL GUARANTY, The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or Supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof or at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Agreement as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before its written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive in which Data Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

## ATTACHMENT A

### PURCHASE ORDER AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES.

#### TERM:

FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024

**This Attachment A is made part of the purchase order Total Solution Lease Agreement (“Agreement”) between American Business Machines (“Dealer” or “ABM”) and The County of Inyo (“County” or “Customer”). In the event of a conflict between this Attachment A and the Agreement, the express language of this Attachment A shall control.**

#### SCOPE OF WORK:

##### **Project Management & Implementation**

ABM will provide a Project Manager to be the primary point of contact for implementation and coordination. Project Manager will also manage day-to-day operational aspects including:

- Equipment Implementation matrix to identify each machine, location, tasks and timeline for implementation;
- Identify, manage and mitigate project risks;
- Identify and secure required resources for implementation;
- Create a communication plan to disseminate information between Inyo County and ABM, and adapt if any corrective action is needed;
- Identify, track and manage project issues;
- Update and manage action items;
- Coordinate and lead regularly scheduled project status meetings, with follow up emails;
- Prepare engagement reviews and quality assurance checks;
- Ensure accuracy and completeness of project documents including ABM Delivery & Acceptance forms and Canon Financial Lease Agreements.

##### **Site Survey**

ABM will

- Identify key managers and site contacts;
- Identify and verify location of equipment for installation;
- Verify list of equipment to be removed;
- Create equipment removal schedule if applicable;



- Collect appropriate fax numbers and IP addresses;
- Identify priority installations;
- Verify power and connectivity are available at each location;
- Identify specific installation challenges, risks and special circumstances;
- Identify equipment staging area if required;
- Identify location for on-site parts and/or consumables storage.

### **Fleet Management**

ABM will

- Provide uniFlow software to help increase productivity, manage the fleet of machines and report departmental usage
- Provide FM Audit software to allow remote monitoring of the Canon machines, and other print devices on the network. FM Audit allows for Automatic Supply Replenishment alerts to be sent when supply levels fall below 10%. It also reports any low toner or paper levels, jams or other errors occurring on a device.

### **Monthly Reporting**

- Equipment service history
- Fleet management reporting from FM Audit and uniFlow
- ABM will partner with Inyo County for frequent evaluations of productivity and efficiency to identify opportunities to improve

### **On Site Training**

ABM will

- Provide Inyo County with initial training for all machines which includes, overview of hardware, scan to email and file, secure print, print to fax and more
- Provide dedicated ongoing training for the term of the contract. Training is unlimited

### **Service and Support**

ABM will

- Out of the Box Support at our fingertips through the machine display panel
- Help Desk Support with expert technicians offering live support via phone or on-site
- Remote Monitoring to proactively monitor devices and keep them running by assessing meter reads, consumable tracking, maintenance history/needs and service alerts
- Rapid response to service calls in four hours or less
- Provide supplies such as toner, parts, maintenance and support

**TERMINATION:**

This Agreement may be canceled by ABM or County with cause, by giving ninety (90) days written notice of such intent to cancel.

**DEFENSE AND INDEMNIFICATION:**

ABM shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with ABM's equipment, performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**FUNDING LIMITATION:**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ninety (90) days of its notifying ABM of the cancellation, reduction, or modification of available funding.

[REST OF PAGE INTENTIONALLY BLANK]

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE  
OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES**

**TERM:**

**FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024**

**SCHEDULE OF FEES:**

SEE SCHEDULE A

CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A  
 CFS - 1104 (02/14)  
 Application # 1549548  
 Agreement # \_\_\_\_\_

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Inyo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer") it is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Administration Services; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
2	Administration Services; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
3	Annex 2nd Floor Hall; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA 6555i II	\$240.00	\$0.0092	N/A
4	Assessors; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
5	Auditor; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
6	Behavioral Health; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
7	Bishop Airport; 703 Airport Road	Bishop	93514	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
8	Social Services; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
9	Child Support Services; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
10	Information Services; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
11	County Services; 207 West South Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
12	2nd Floor Courthouse; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
13	DA / Welfare & Fraud; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
14	DA; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
15	Senior Center; 138 Jackson Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
16	Health Department; 207 A West South Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
17	Health Tobacco; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
18	HHS; 380 North Mt. Whitney	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
19	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
20	HHS Fiscal; 155 East Market Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
21	Library; 408 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
22	Jail; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
23	Juvenile; 201 Mazourka	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
24	Library; 110 North Main Street	Big Pine	93513	760-878-0398	Canon	IRA 4535i II	\$115.00	\$0.0092	N/A
25	Library; 127 North Washington Street	Lone Pine	93545	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
26	Library; 210 Academy Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
27	Museum; 155 North Grant	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
28	Parks & Rec / HHS; 405 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
29	Planning; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
30	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
31	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$185.00	\$0.0092	\$0.06
32	Roads Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
33	Sheriff's Department; 301 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
34	Sheriff's Department; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
35	Sheriff's Department; 726 North Main Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
36	Water Department; 135 South Jackson Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
37	Senior Center; 682 Spruce Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
38	First 5; 568 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
39	Emergency Services; 136-A S. Jackson Street	Independence	93526	760-878-0398	Canon	IRA 5251FZ II	\$79.00	\$0.0092	N/A
40	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
41	Board Clerk; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	LBP-712Cdn	\$44.00	\$0.0092	\$0.06
42	Ag Commissioner; 207 South Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
	IS Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	UniFlow Software	\$252.00	N/A	N/A

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

ACCEPTED  
 JONES WALBAUM CORPORATION (DBA: American Business Machines)  
 By: \_\_\_\_\_  
 Printed Name: Ryan Jones  
 Title: General Manager

AUTHORIZED CUSTOMER SIGNATURE  
 Customer: County of Inyo  
 By: \_\_\_\_\_  
 Printed Name: Rick Pucci  
 Title: Chairperson



**CANON FINANCIAL SERVICES, INC.** ("CFS")

14904 Collections Center Dr.  
Chicago, Illinois 60693

**Municipal Fiscal Funding Addendum**

Agreement Number:
Agreement Date:

**GOVERNMENTAL ENTITY**

Complete Legal Name

County of Inyo

("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
<b>Canon Financial Services, Inc.</b> By _____ Title _____ Date _____	<b>Customer</b> By  Printed Name <u>Rick Pucci</u> Title <u>Chairperson</u>

**Darcy Ellis**

---

**From:** Jayme Westervelt  
**Sent:** Tuesday, January 22, 2019 11:46 AM  
**To:** Darcy Ellis  
**Subject:** Need to get Signed, please  
**Attachments:** County of Inyo Municipal Fiscal Funding Addendum.pdf

Darcy-

It appears that there was a form left out of the ABM/Canon packet that went to board a couple weeks ago. I've had JC Vallejo review the form, his response below:

---

**RE: Canon / ABM Documents**

John-Carl Vallejo

 You replied to this message on 1/22/2019 11:39 AM.

**Sent:** Tue 1/22/2019 10:12 AM  
**To:** Jayme Westervelt

The Funding Addendum is ok to sign. The only added issue is that we would bare the expense of returning the equipment.

John-Carl Vallejo  
Assistant County Counsel  
County of Inyo  
760.872.1160 (Bishop)  
760.878.0229 (Independence)

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Next time you see Chairman Supervisor Pucci, can you please request that he sign the attached form. It's one that we've had with our previous ABM contracts. If you or him, or the board have any questions feel free to ask.

Or if there's a process I'm supposed to go through, please just let me know.

Thanks!

*Jayme Westervelt*

Deputy Director  
Information Services  
Inyo County  
(760) 878-0392  
[jwestervelt@inyocounty.us](mailto:jwestervelt@inyocounty.us)



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Lucy Vincent

**SUBJECT:** Approve the Prevention and Early Intervention (PEI) 3-Year Evaluation Report as a supplement to the 2018-19 Mental Health Services Act (MHSA) Plan Update.

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**RECOMMENDED ACTION:**

Request Board approve the Prevention Early Intervention (PEI) Three Year Evaluation Report as a supplement of the Mental Health Services Act (MHSA) Plan Update for Fiscal Year 2018-2019 and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to submit the report to the California Mental Health Services Oversight and Accountability Commission (MHSOAC).

**SUMMARY/JUSTIFICATION:**

This is Inyo County's first PEI evaluation report as required in statute. The PEI Three Year Evaluation Report serves as a supplement to the MHSA 18-19 Plan Update. While the MHSA Update addresses some outcome measures around the overall plan, this evaluation report is specific to the PEI component of the plan. The PEI component has its own reporting requirements, annual report, and evaluation report which must be submitted to the California Mental Health Services Oversight and Accountability Commission (MHSOAC). Inyo County, along with numerous other counties, has been granted an extension for our first submission of the evaluation report, which is why it is coming at this off-cycle time. Going forward, the report will be submitted as part of each annual MHSA Plan.

ICHHS-BH approached this first PEI 3-Year Evaluation Plan as a corrective action plan to improve the data collection, monitoring, and evaluation of our PEI programs. The 2018-19 Annual Update provides some areas of deficiencies and significant changes regarding PEI, but moving forward, this plan will identify the initiatives and changes to services that will increase our oversight of PEI services. Ensuring compliance and adherence to PEI regulations are the focus of this 3-Year Plan. This plan identifies the systemic changes that will be instituted to support the changes and ensure the timely completion of this plan in the coming years.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Prevention and Early Intervention 3-Year Evaluation Report. This would prohibit our further use of these funds until an acceptable report that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

**OTHER AGENCY INVOLVEMENT:**

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

**FINANCING:**

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked in the Mental Health Budget and transfers occur from the MHSA Trust into Mental Health to cover those expenditures. No County General Funds are used.

**ATTACHMENTS:**

1. PEI Evaluation Report

**APPROVALS:**

Lucy Vincent	Created/Initiated - 9/12/2019
Darcy Ellis	Approved - 9/12/2019
Lucy Vincent	Approved - 9/13/2019
Marilyn Mann	Approved - 9/15/2019
Melissa Best-Baker	Approved - 9/16/2019
Meaghan McCamman	Approved - 9/16/2019
Marshall Rudolph	Approved - 9/17/2019
Amy Shepherd	Approved - 9/18/2019
Marilyn Mann	Final Approval - 9/18/2019



**Inyo County Health and Human Services  
Behavioral Health Division**

**Prevention & Early Intervention Evaluation**

**FY 2016-2017 to FY 2017-2018**

**A Supplemental Report**

**to the FY 18-19 MHSA Update**

## Introduction

The following report serves as a supplement to Inyo County Health and Human Services- Behavioral Health division's (ICHHS-BH) Annual Mental Health Services Act (MHSA) [18-19 Plan Update](#). While the MHSA Update addresses the overall plan, this update is specific to the Prevention and Early Intervention (PEI) components of the plan and will cover programs in FY 2016-FY 2018, as well as actions and efforts for 2018-19 and moving forward.

This is Inyo County's first PEI Evaluation. The PEI Evaluation will follow the same protocol as the MHSA Update to include a 30-day public comment period, stakeholder input, and Board of Supervisors' approval.

## Background & Overview & Overview

PEI is one of 5 components of the Mental Health Services Act (MHSA). The five components of MHSA are:

1. Community Services and Support (CSS);
2. Prevention and Early Intervention (PEI);
3. Capital Facilities and Technology Needs (CFTN);
4. Workforce Education and Training (WET); and
5. Innovation (INN)

Each of these five components had their own funding allocation and reporting requirements. Stakeholder input shapes the strategies and services rendered by ICHHS-BH, in accordance with the regulations that govern the use of MHSA funds. All participation in MHSA funded services must be voluntary and thus, use of such funding and programs in restricted, locked facilities, such as hospitals and jails, is prohibited.

The PEI component has its own reporting requirements, annual report, and evaluation plan which must be submitted to the California Mental Health Services Oversight and Accountability Commission (MHSOAC) by June 30, 2019. Inyo County, along with numerous other counties, has been granted an extension for our first submission of the evaluation plan. PEI is made up of seven categories, they are:

1. Prevention;
2. Early Intervention;
3. Outreach for Increasing Recognition of Early Signs of Mental Illness;
4. Stigma and Discrimination Reduction;
5. Access and Linkage;
6. Suicide Prevention; and
7. Improve Timely Access to Services for Underserved Populations

PEI programs reflect one or more of these categories and identify individuals who are at risk of or who are exhibiting early signs of mental illness or emotional disturbance, and link them to treatment and

other resources. Prevention programs should include: outreach and education, efforts to increase access to underserved populations, improved access to linkage and referrals at the earliest possible onset of mental illness, and reduction of stigma and discrimination. Early Intervention programs are intended to prevent mental illness from becoming severe, and reduce the duration of untreated severe mental illness, allowing people to live fulfilling, productive lives. Prevention of mental illness involves increasing protective factors and diminishing an individual's risk factors for developing mental illness.

## **The Requirements**

According to [Section 3706](#) of Title 9 California Code of Regulations, 51% or more of PEI funds must be allocated to youth services and programs. ICHHS-BH adheres to the reporting requirements which are outlined in the [Prevention and Early Intervention](#) regulations, as of July 1, 2018. The PEI reports are required so that the county can report on how our overall efforts are addressing the negative outcomes of untreated mental illness. Counties are required to report to the MHSOAC annually, as well as post the reports and updates on the county website for public access.

The requirements of PEI set forth in CCR Title 9 state that a County with a population under 100,000 has different requirements. Inyo County's total population is slightly over 18,000. As such, the County of Inyo may report the demographic information required for the County's *entire* Prevention and Early Intervention Component instead of by each Program or Strategy.

A County with a population under 100,000, according to the most recent projection by the California State Department of Finance, may satisfy the requirements of evaluation for all PEI program types by selecting, defining, and measuring appropriate indicators that the County selects to evaluate the negative outcomes referenced in WIC Section 5840, subdivision (d), identified in the County's 3-Year Program and Expenditure Plan and/or Annual Update.

## **PEI Prevention Update**

The listing of PEI programs below identifies the areas of focus for our Prevention strategies to reach our underserved populations.

### ***Elder Friendly Visitor Program***

Our community has a large proportion of seniors. This PEI program has been helpful at identifying at-risk seniors who begin to exhibit signs of depression, prescription drug abuse, isolation, and other conditions related to the aging population. This Older Adult PEI Program has provided outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and utilizing county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants: one in the northern part of the county and one in the southern part of the county. The meal delivery staff identifies seniors who evidence symptoms of depression and/or

anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

In 17/18, the program provided services to 24 seniors at a cost of approximately \$1,450 per person served. A total of approximately 1565 hours were provided with 49% of these hours provided in south county and 28% provided in southeast county, our most underserved areas of the County. A PHQ2 is used as an initial screen, with a PHQ9 used to follow up, every 6 months, on those found to be “at risk” from the PHQ2 responses. As might be expected, complex medical issues, including pain, fatigue, and insomnia were reported by a majority of participants.

### *Elder Outreach*

PEI also partially funds a mental health nurse to provide screening, referral and linkage, and support services to prevent the exacerbation of mental health conditions. The program, utilizing a Behavioral Health Nurse, offers comprehensive assessment services to those older adults at risk of developing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services, such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see above) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 17 older adults. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian. PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

### ***Prevention Programs- Challenges and Mitigation Efforts***

As reported in earlier plans, we continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we continue to investigate housing alternatives and funding such as No Place Like Home that may offer opportunities to assist in funding housing for seniors with mental health and physical health challenges. In addition, we will continue to investigate the viability of using a regional approach to address residential or other housing needs. We continue to educate the community around the need for a community system of care solution to address this need.

### ***PEI Early Intervention Update***

The listing of PEI programs below identifies the areas of focus for our Early Intervention strategies to reach our underserved populations.

#### ***Parent-Child Interactive Therapy***

Parent-Child Interaction Therapy (PCIT) is an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship-enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children. PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program.

Due to the retirement of the certified trainer for PCIT in May, 2017 and the turnover of an additional therapist, we were concerned regarding our ability to continue with a PCIT strategy. In 17/18, we kept the program going minimally by hiring a retired annuitant in the specific role of providing PCIT training and supervision to our Child and Family staff as well as interested partners. We have served two additional families with this intervention. The approximate cost per family served under PCIT is \$6, 5361.

In the past, our Child and Family Program Chief, who retired in May 2017, had been certified to offer and train others in PCIT. We have since brought her back as a contracted employee to provide those services to our Child and Family Staff and families. We propose to continue our contract with the

certified trainer in order to create a robust PCIT program. We currently have 2 psychotherapists being trained in PCIT. They each have a family assigned to them and are in the beginning stages of the certification process. They must complete two full families.

### ***Spanish-speaking Women's Educational Group***

A community survey was developed, in coordination with several community groups, to look at whether the Latino population was aware of mental health resources and identify the places where this population may seek support. As a result of this survey, the LCSW began an early intervention psychoeducational series of groups for Spanish-speaking women to increase level of support and address issues of anxiety and trauma issues. This service has been offered at our clinic site and has been attended by 15 women over the past year.

Inyo County remains committed to providing services to our Spanish-speaking population and will pursue a contract with a community provider to deliver Latino outreach services in the future.

### ***Family Intensive Response Strengthening Team***

The Family Intensive Response Strengthening Team (FIRST) is an Inyo County Health & Human Services Children's System of Care Program. The FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out-of-home placement, as well as families in need of intensive services as a means of building protective factors. This approach allowed us to include an intervention strategy for our work with "at risk" families and we are able to strengthen these families using a child/family team model. Our team consists of a supervisor, who had worked extensively in a drug court program who could lead the team encouraging home-based support, a Parent Partner, a Social worker, and two HHS Specialists. We also pull in resources from the Behavioral Health Child and Family program, our Substance Use Disorder program, First Five program, as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children. We are continuing to look for ways to expand the successful wraparound and home-based services as we plan to more fully implement the Continuum of Care Reform.

Due to the blended funding strategy, we served 16 families under the FIRST strategy. Results suggested an increase of 61% in Protective Factors as measured on the Family Development Matrix. The largest increase was seen on the factors of Child Development Services and Parent Knowledge of Child Development. In 18/19, we propose to continue our partial funding of this effective strategy. The MHSA portion of the costs was \$251,682, for an approximate cost of \$15,730 per family.

### ***Early Intervention Programs- Challenges and Mitigation Efforts***

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies are "key" and have an impact on service delivery and strategy implementation. We were able to hire our previously certified trainer in PCIT to provide training and supervision in PCIT to interns and HHS Specialists, as well as persons in the FIRST program and others from partner agencies. This approach will continue to be used to mitigate the loss of the strategy due to staff turnover.

The main challenge that we are facing, in practicing PCIT, is keeping families engaged throughout the intensive program. Most families stay for 4-6 session and then fail to return. This could be due, in part, to the positive impact of the first sessions. We are exploring options in the community to potentially train PCIT to students enrolled in our local community college early childhood education program. This could help us keep families engaged as these students would provide child care to the families while the parents were in one-on-one therapy sessions with our licensed clinicians. The students would gain invaluable experience practicing PCIT techniques with the children and our clinicians can work on engaging the parents past 4 sessions.

In FY 2018/2019, we propose to address the need for school-based early intervention services through the support of the North Star Counseling Center. This strategy will allow North Star to hire an additional intern to provide early intervention services, such as one-to-one and group counseling, as well as presentations on topics to create increased mental health awareness and decrease stigma.

### **PEI Outreach/Suicide Prevention/Stigma Reduction Programs**

The listing of PEI programs below identifies the areas of focus for our Early Intervention strategies to reach our underserved populations.

#### ***Mental Health First Aid***

ICHHS-BH has participated in funding statewide outreach efforts through CalMHSA. In addition, we have provided three Mental Health First Aid (MHFA) classes. We have trained an additional 30 community members in MHFA. We are proposing a contract with North Star Counseling services to conduct outreach efforts in the high schools.

#### ***Latino Outreach***

In 17/18, we employed a Spanish-speaking Licensed Clinical Social Worker (LCSW) to provide early intervention services to the underserved Latino population. In 17/18, the LCSW position provided outreach to several community groups including Team Inyo, a consortium of prevention programs, and several school events. As part of this strategy, a community survey was developed to look at whether the Latino population was aware of mental health resources and identify the places where this population may seek support.

#### ***ASSIST Model***

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. We also employed a retired annuitant to provide suicide prevention training (ASSIST model) in our jail, our Juvenile Center, and to our staff as part of crisis intervention. We propose a contract with North Star Counseling services to participate in CalMHSA's Directing Change initiative.

#### ***Stigma Reduction***

ICHHS-BH has participated in funding statewide stigma reduction through CalMHSA for events such as Directing Change and Each Mind Matters. In addition, we have addressed issues of stigma through consumer participation as volunteers in community events, such as health fairs, "trunk or treat," and fun

runs. Wellness Center visitors and Progress House residents have also organized and participated in food drives for the local food banks. We held two kite-flying events during Mental Health Awareness month in 2018 and 2019. We plan on making the kite flying an annual event in the month of May each year.

### **Access and Linkages Programs**

ICHHS-BH is meeting this requirement through other MHSa components such as Friendly Visitor, Elder Outreach, and FIRST, as described above. These three programs include an assessment and referral process. All programs have the ability to refer to mental health services, which help the members of our underserved populations gain access to services. In the future we propose to establish a more formal referral system that is tracked between divisions and agencies.

### **Corrective Action Plan**

ICHHS-BH is approaching the PEI 3-Year Evaluation Plan, not as an evaluative report, but rather a corrective action plan to improve the data collection, monitoring, and evaluation of our PEI programs. The 2018-19 Annual Update provides some areas of deficiencies and significant changes regarding PEI but moving forward, this plan will identify the initiatives and changes to services that will increase our oversight of PEI services. Ensuring compliance and adherence to PEI regulations are the focus of this 3-Year Plan. This plan will also identify the systemic changes that will be instituted to support the changes and ensure the timely completion of this plan in the coming years.

Below we have outlined the specific action steps that will be implemented through this plan by ICHHS-BH, in order to be fully compliant with the intent and requirements of PEI.

1. Prior to Oct 1, 2019, all PEI strategies will be clearly defined and classified into a PEI Program category.
  - a. Prior to Oct 1, 2019, all PEI programs will be clearly defined and classified into a PEI Strategy. This process was initiated while developing our 3-Year Evaluation Plan.
2. Develop a Stakeholder Engagement Plan by Sept 1, 2019 to increase community involvement in the planning, monitoring, and evaluation of PEI Programs.
  - a. Continue to work on the Stakeholder Engagement Plan. The main components of the engagements are key informant interviews, meetings, survey of the month question, etc.
  - b. ICHHS-BH will also host monthly community stakeholder meetings (with clients and their support systems) to enhance stakeholder involvement and include the most diverse perspectives throughout the year, not just at annual update time.
  - c. ICHHS-BH plans to host two Community-wide Behavioral Health Community Quality Improvement Committee Meetings to include all stakeholders; internal, external, and clients and their support systems. One of these meetings will be held in South County
3. Prior to Nov 1, 2019, ICHHS-BH will meet with all divisions running the PEI funded programs to develop a data collection method to capture demographics, service information, and outcomes, to include both pre and post measures.



- a. By Nov 2019, the MHSA Coordinator, and assigned Analyst, will meet with the various program managers that are using PEI funds. This meeting will decide the data collection methods and reporting mechanisms required
4. Prior to Jan 1, 2020, ICHHS-BH will amend contracts, as necessary, to be informed of the new language requiring PEI data collection, specific outcomes reporting, and measuring based on the regulatory requirements of the category that the program falls into.
  - a. Contract Amendments – All service agreements for PEI programs and services will be amended for FY 2020-2021 and on so all programs and providers can capture all the required data, outcomes, and measures beginning on the first day of January, 2020. The Behavioral Health Deputy Director shall develop the specific language needed for each of the programs based on the classification in a PEI category and provide that language to the Contracts Division, as well as provide any technical assistance on specifics related to PEI and/or the regulations.
5. Develop a referral system, for both internal and external providers *that* can be tracked throughout the system of care. This is in order to collect the appropriate data to be compliant with Access and Linkages Programs.
  - a. ICHHS-BH is actively working with internal and external partners to develop a referral process to include tracking and reporting. The referral tracking will be used to link clients across programs. Ex: If we find that most ICHHS-BH clients also seek services from our local food pantry, we know that we can increase outreach and engagement efforts, and create access and linkages, at that location. We hope to have this fully implemented by Oct 2019.
6. Host meetings and disseminate information to all divisions/providers on PEI data collection and specific reporting requirements prior to Dec 1, 2019.
  - a. MHSA Coordinator will work with and host trainings for all PEI providers (Friendly Visitors, Outreach, etc.) on PEI requirements, a review of current regulations, and address specific needs of each of the programs. These shall completed by Jan 2020 to allow programs and providers time to implement the requirements for 2020-2021.
7. By December 1, 2019, ICHHS-BH will establish procedures requiring the PEI Annual Update begin by February 1<sup>st</sup> with the plan being completed in full by May 1<sup>st</sup> of each year. (This allows for a 30-day posting period so we can hold the public hearing as soon as each fiscal year begins.)
  - a. The development of formal written procedures for MHSA and PEI reviews, plan updates, developments and stakeholder input, needs to be established to guide the Division’s efforts, provide clear expectations of what needs to be completed to be successful, who is responsible for those tasks, and establish timelines for all related activities, such as quarterly monitoring, development of reports, community and stakeholder groups, etc. The procedure will be part of a larger effort for MHSA oversight, but specific procedures will be developed for the PEI component of MHSA as well.
8. Starting in January 2020, a quarterly review of PEI data shall be conducted by the MHSA Coordinator and related staff. The reviews will increase oversight of the requested measures

and outcomes, and will allow for changes to be made accordingly throughout the year to ensure compliance.

### **Final Summary**

When developing our 3-year Evaluation Plan, ICHHS-BH faced many challenges in collecting the data that would meet the regulations of the MHSOAC. As such, we are dedicated to the strategies that we have adopted and dedicated to providing services to our community. This Corrective Action Plan provides the specific action steps that we will take to ensure compliance in the future. We know that ICHHS-BH is doing whatever it takes to meet the needs of our clients and are committed to showing our efforts through the data collection mechanisms outlined in this plan.



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:**

**SUBJECT:** Amendment to the August 6, 2019 Minutes and Corresponding Board Order for the Standard Agreement between the County of Inyo and California Department of Public Health for HIV care and treatment services.

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**RECOMMENDED ACTION:**

Request Board: A) approve an amendment to the August 6, 2019 minutes and Board Order regarding Standard Agreement No. 18-10869 between the County of Inyo and the California Department of Public Health; and B) authorize the HHS Director to sign a current Contract Certification Clause for resubmittal to the State.

**SUMMARY/JUSTIFICATION:**

On August 6, 2019 your Board approved the Standard Agreement Number 18-10869 between the County of Inyo and the California Department of Public Health (CDPH) for HIV care and treatment services under the Ryan White HIV/AIDS Program, with the total grant amount not to exceed \$401,777 for the period of April 1, 2019 through March 31, 2024. Unfortunately these dates were incorrectly stated as April 1, 2019 through March 21, 2024 on the Agenda Request submitted for this item. These dates were the dates that ultimately appeared on the agenda and thus became part of the motion recorded in both the minutes and Board Order for this item. The error in the Board Order and minutes does not affect the contract itself, as it is a legally and binding document that was approved by the Board, however the record still needs to be amended to reflect the correct contract date.

Your Board also authorized the Director of Health and Human Services to sign the Standard Agreement, Contractor Certification Clause, Certification Regarding Lobbying, Darfur Contracting Act and the California Civil Rights Laws Attachment. Unfortunately the Contractor Certification Clause that was provided was not the most current form required by the CDPH. We request at this time that the Board approve the Director of Health and Human Services to sign the current Contract Certification Clause in order to resubmit it to the State.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this amendment as requested, but it is not recommended.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. 20190806HHS-PublicHealth-RatifyCDPHHIV-AIDSProgramAgreement
2. Contract Certification Clause

**APPROVALS:**

Sharon Wilson	Created/Initiated - 9/23/2019
Marilyn Mann	Approved - 9/23/2019
Sharon Wilson	Approved - 9/23/2019
Darcy Ellis	Approved - 9/24/2019
Marshall Rudolph	Approved - 9/24/2019
Amy Shepherd	Approved - 9/24/2019
Marilyn Mann	Approved - 9/24/2019
Rhiannon Baker	Final Approval - 9/24/2019

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of August 2019 an order was duly made and entered as follows:

*HHS-Public Health  
& Prevention –  
CDPH HIV/AIDS  
Program  
Agreement  
Ratification*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to ratify and approve Standard Agreement No. 18-10869 between the County of Inyo and California Department of Public Health for HIV care and treatment services under the Ryan White HIV/AIDS Program, with the total grant amount not to exceed \$401,777 for the period of April 1, 2019 through March 21, 2024, and authorize the HHS Director to sign the agreement and associated documents. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 6th  
Day of August, 2019

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: August 9, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
36

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

**FROM:** HEALTH & HUMAN SERVICES-Public Health Division

**FOR THE BOARD MEETING OF: August 6, 2019**

**SUBJECT: Standard Agreement between the County of Inyo and California Department of Public Health for HIV care and treatment services.**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify the Standard Agreement Number 18-10869 between the County of Inyo and the California Department of Public Health for HIV care and treatment services under the Ryan White HIV/AIDS Program, with the total grant amount not to exceed \$401,777 for the period of April 1, 2019 through March 21, 2024 and authorize the Director of Health and Human Services to sign the Standard Agreement, Contractor Certification, Certification Regarding Lobbying, Darfur Contracting Act and the California Civil Rights Laws Attachment.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The new grant cycle for the Ryan White HIV/AIDS Program began April 1, 2019. This agreement is coming to you late because it was received from California Department of Public Health in May 2019 and was further delayed when authorized signer information required amendment. Funding under this new 5-year cycle has not changed compared to the previous 5-year funding cycle.

The purpose of this grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout Inyo County. The goals of this program are (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support and (3) reduce HIV/AIDS related disparities.

**ALTERNATIVES:**

Your Board could choose not to approve this agreement which would mean Inyo County would not be able to provide the needed services to this population.


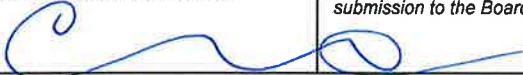
**OTHER AGENCY INVOLVEMENT:**

Collaboration with other agencies and programs as needed including, Northern Inyo Hospital, Toiyabe Indian Health and Pioneer Home Health (Hospice of Owens Valley)

**FINANCING:**

100% Federal Funding, passed down through the State. Monies are recognized in the CARES budget (641219/20). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/17/19</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/18/2019</u>

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

 Date: 7/20/19

**California Ryan White HIV/AIDS Program – Part B Program**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**County of Inyo, hereinafter “Grantee”**

**Implementing the project, “HIV Care Program”, hereinafter “Project”**

**GRANT AGREEMENT NUMBER 18-10869**

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 131085.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout California.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed \$401,777.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on April 1, 2019 and terminates on March 31, 2024. No funds may be requested or invoiced for services performed or costs incurred after March 31, 2024.

**PROJECT REPRESENTATIVES:** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>County of Inyo</b>
Jessica Heskin, Chief	Anna Scott, HHS Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5819 Fax: (916) 449-5959 Email: <a href="mailto:jessica.heskin@cdph.ca.gov">jessica.heskin@cdph.ca.gov</a>	Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: <a href="mailto:ascott@inyocounty.us">ascott@inyocounty.us</a>



Direct all inquiries to:

California Department of Public Health	County of Inyo
Patricia Bittle, Care Advisor  1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814  Telephone: (916) 449-5988 Fax: (916) 449-5959 Email: patricia.bittle@cdph.ca.gov	Anna Scott, HHS Deputy Director  207 A South Street Bishop, CA 93514  Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: ascott@inyocounty.us

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Inyo FISCAL ID: 0000008422  Cashier – Melissa Best-Baker, Senior Management Analyst  P.O. Drawer H Independence, CA 93526  Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: mbest-baker@inyocounty.us

**STANDARD PROVISIONS:** The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF INTENT
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS\*
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
- EXHIBIT F FEDERAL TERMS AND CONDITIONS

\* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Intent (Exhibit A).”

**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, polices, and regulations.

Direct all inquiries to:

California Department of Public Health	County of Inyo
Patricia Bittle, Care Advisor  1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814  Telephone: (916) 449-5988 Fax: (916) 449-5959 Email: patricia.bittle@cdph.ca.gov	Anna Scott, HHS Deputy Director  207 A South Street Bishop, CA 93514  Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: ascott@inyocounty.us

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All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Inyo FI\$CAL ID: 0000008422  Cashier – Melissa Best-Baker, Senior Management Analyst  P.O. Drawer H Independence, CA 93526  Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: mbest-baker@inyocounty.us

**STANDARD PROVISIONS:** The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF INTENT
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS\*
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIRMENTS
- EXHIBIT F FEDERAL TERMS AND CONDITIONS

\* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Intent (Exhibit A).”

**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, polices, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
**Marilyn Mann**  
**County of Inyo Health and Human**  
**Services**  
**207 A South Street**  
**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**

**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](http://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.



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:**

**SUBJECT:** Approval of Plans and Specifications for the Mazourka Shop Fencing Project

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**RECOMMENDED ACTION:**

Request Board: A) approve the plans and specifications for the Mazourka Shop Fencing Project; and B) authorize the Public Works Director to advertise and bid the project.

**SUMMARY/JUSTIFICATION:**

The Road Department currently has a road yard at the corner of Mazourka Canyon Road and Clay Street in Independence. We currently store fuel, materials and equipment outside and are proposing to install a fence around the road yard for security purposes.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the plans, specifications, and advertisement of the project. This is not recommended as currently there are no security devices at our property

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This project is funded by the Road Department Budget 034600, Object Code 5265 Professional and Special Services

**ATTACHMENTS:**

1. Mazourka Shop Fencing Project Bid Package
2. Mazourka Shop Fence Plans

**APPROVALS:**

Travis Dean	Created/Initiated - 9/10/2019
Darcy Ellis	Approved - 9/10/2019
Travis Dean	Approved - 9/10/2019
Breanne Nelums	Approved - 9/16/2019



Michael Errante  
Marshall Rudolph  
Amy Shepherd  
Michael Errante

Approved - 9/16/2019  
Approved - 9/16/2019  
Approved - 9/16/2019  
Final Approval - 9/16/2019

# **BID PACKAGE AND SPECIAL PROVISIONS**



FOR CONSTRUCTION OF

## **MAZOURKA SHOP FENCING PROJECT**

**Project No. TR-19-029**

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

September 2019

**Prepared By: Inyo County Public Works**

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**NOTICE  
INVITING BIDS  
FOR**

**MAZOURKA SHOP FENCING PROJECT**  
Independence, CA

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**MAZOURKA SHOP FENCING PROJECT**

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

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

**MAZOURKA SHOP FENCING PROJECT**

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

**General Work Description:** This project consists of the purchase and installation of 6 foot high, 11 gauge chain link fencing and three (3) 44 foot wide, split, rolling gates the Mazourka Road Department Shop building (located at 750 S. Clay Street, Independence, California).

**An optional job walk is scheduled for \_\_\_\_\_, 2019, at \_\_\_\_\_ at the Animal Shelter located at 1001 County Rd, Big Pine, California.**

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

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

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

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

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

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

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

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

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

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which

have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

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

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

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

County of Inyo  
Department of Public Works

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Michael Errante,  
Director

Dated: September, 2019

# **BID PROPOSAL FORMS FOR**

## **MAZOURKA SHOP FENCING PROJECT Independence, CA**

### **ENCLOSURES:**

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



**BID PROPOSAL FORM**

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

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called "Bidder")

FOR: **MAZOURKA SHOP FENCING PROJECT**  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on \_\_\_\_\_, 2019 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

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

**BID FORM  
MAZOURKA SHOP FENCING PROJECT  
PROJECT NO. TR 19-029**

**ABBREVIATIONS:**

LS = LUMP SUM  
SF = SQUARE FEET

LF = LINEAR FEET  
EA = EACH

CY = CUBIC YARD  
SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Mobilization	LS	1	\$	\$
2	6' High, 11 Gauge Chain Link Fence	LF	1,008	\$	\$
3	44' Wide, Split, Rolling Gate	EA	4	\$	\$
<b>TOTAL BID AMOUNT:</b>					\$

**TOTAL BID AMOUNT ( IN NUMBERS) \_\_\_\_\_**

**TOTAL BID AMOUNT ( IN WORDS ) \_\_\_\_\_**

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

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

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

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance

coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

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

Telephone: (     ) \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ State: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Business (check one):

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

Corporation ( ), Other (Specify): \_\_\_\_\_ ( )

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**MAZOURKA SHOP FENCING PROJECT**

**BID BOND  
(BID PROPOSAL GUARANTEE)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and  
(Name of Bidder)

\_\_\_\_\_ (Name of Corporate Surety)

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

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

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

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



WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ A.D.

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be sent)

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be sent)

**NOTE:**

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

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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

**MAZOURKA SHOP FENCING PROJECT**

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

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

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

[ ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name): \_\_\_\_\_

**MAZOURKA SHOP FENCING PROJECT**

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

\_\_\_\_\_  
Signature of Authorized Person)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

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

**MAZOURKA SHOP FENCING PROJECT**

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

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

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

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

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**MAZOURKA SHOP FENCING PROJECT**

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

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

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

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

---

Signed Name

---

Date

---

Printed Name

---

CA DIR Registration No.

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

**MAZOURKA SHOP FENCING PROJECT**

The undersigned declares:

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

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

\_\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

\_\_\_\_\_  
(Name and Title of Signer)

\_\_\_\_\_  
Signature Date

Company Name \_\_\_\_\_

Business Address \_\_\_\_\_

# **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

## **MAZOURKA SHOP FENCING PROJECT**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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





# LOCAL BUSINESS PREFERENCES INYO COUNTY ORDINANCE NO. 1156

## MAZOURKA SHOP FENCING PROJECT

ORDINANCE NO. 1156

### AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

#### SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

#### SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

##### Chapter 6.06

##### CONTRACTING PREFERENCES

###### Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

###### 6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

###### 6.06.020 Definitions.

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
  2. Holds any required business license by a jurisdiction located in Inyo County; and
  3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

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

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

**6.06.030 General Provisions.**

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

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

**6.06.040 Local Business and Small Business Preference.**

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

**6.06.050 Small Business Subcontracting Preference.**

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

**6.06.060 Limit On Contracting Preferences.**

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

**SECTION 3. SEVERABILITY**

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

**SECTION 4. EFFECTIVE DATE**

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

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

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

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10



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

**ALL BIDDERS:**

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

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

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

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

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

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



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

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

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

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

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

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

Enter the total of each column on the form.



# **CONTRACT AND BOND FORMS FOR**

**MAZOURKA SHOP FENCING PROJECT**  
Independence, CA

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

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

\_\_\_\_\_, **CONTRACTOR**  
  
for the  
MAZOURKA SHOP FENCING **PROJECT**

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

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: MAZOURKA SHOP FENCING **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within <sup>30</sup> calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

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

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

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



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

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

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

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

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



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

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

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

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

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

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

**12. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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



b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party





may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

22. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that



there is, in fact, no binding agreement, either written or oral, between the parties herein.

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

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

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

---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

MAZOURKA SHOP FENCING PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That
(Name of Contractor) as Principal, hereinafter "Contractor,"
and
(Name of Corporate Surety)

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

WHEREAS, Contractor has, by written Contract, dated , 20 ,
entered into an Contract with the County for the Construction of the MAZOURKA SHOP FENCING
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**

MAZOURKA SHOP FENCING

**PROJECT**

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

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

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

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

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

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

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



sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

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

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

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:**

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





**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE** MAZOURKA SHOP FENCING **PROJECT**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**



# **SPECIAL PROVISIONS**

**FOR**

**MAZOURKA SHOP FENCING PROJECT**  
Independence, CA

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

**MAZOURKA SHOP FENCING PROJECT**  
Independence, 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.**

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Director of Public Works

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Specifications Approval Date

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**SPECIAL PROVISIONS**  
**MAZOURKA SHOP FENCING PROJECT**  
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## **I. INTRODUCTION / GENERAL:**

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

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

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

## **II. PROJECT DESCRIPTION:**

This project consists of the purchase and installation of 6 foot high, 11 gauge chain link fencing and three (3) 44 foot wide, split, rolling gates the Mazourka Road Department Shop building (located at 750 S. Clay Street, Independence, California).

## **III. CONTRACT AWARD AND EXECUTION - SECTION 3:**

### **3-1.04 CONTRACT AWARD**

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

### **3-1.06 CONTRACTOR LICENSE**

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

For a non-federal-aid contract:

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

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

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

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

### **3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION**

Section 3-1.08 is amended as follows.

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

The bidder must:

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

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

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

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

**SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:**

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

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

**SUBCONTRACTOR AND SBE RECORDS:**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the Contract form.

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

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form

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

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

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

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

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

### **7-1.02K (2) WAGES**

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

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

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

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
  - 1.1. Full name
  - 1.2. Address
  - 1.3. Social security number

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

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

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

#### **7-1.06A GENERAL INSURANCE**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Obtain** a copy of the policy declarations

and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

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

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

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

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

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

#### **7-1.06D LIABILITY INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### 7-1.061 SELF-INSURANCE

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

#### OTHER INSURANCE PROVISIONS

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



- the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the Entity for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## **V. PROSECUTION AND PROGRESS – SECTION 8**

Amended to read as follows:

### **8-1.05 TIME**

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Thirty (30) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

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

### **8-1.10 LIQUIDATED DAMAGES**

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

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

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

## **VI. CLAIMS RESOLUTION**

### **PUBLIC CONTRACT CODE SECTION 9204**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its

failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

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

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

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

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

## **VII. SPECIFICATIONS**

### **PART 1: GENERAL**

#### **1.01 SCOPE OF WORK**

This section is comprised of the specifications for the installation of chain link fencing. Bidders are notified that it is their responsibility to correct any utility damage that may occur during fencing installation

#### **1.02 FENCING**

The contractor shall furnish all materials, labor, and equipment to install 6' high, chain link fencing per Caltrans Revised Standard Plan A85 and Caltrans Revised Standard Specification dated 2015. The exceptions being that all fencing posts shall be 3" in diameter, all corner posts shall be 4" in diameters and gate posts shall be 4.5" in diameter. The payment shall be per linear foot of fencing installed.

**1.03 44' WIDE, SPLIT, ROLLING GATES**

The contractor shall furnish all materials, labor and equipment necessary to install a 6' high, 44' wide (two-22' long with 20' opening) split rolling gate per the plans.

**END OF SECTION**

# **PLANS**

**FOR**

**MAZOURKA SHOP FENCING PROJECT**  
Independence, California



**INDEX OF SHEETS**

1. TITLE AND LOCATION MAP
2. SITE PLAN
3. DETAILS
4. DETAILS

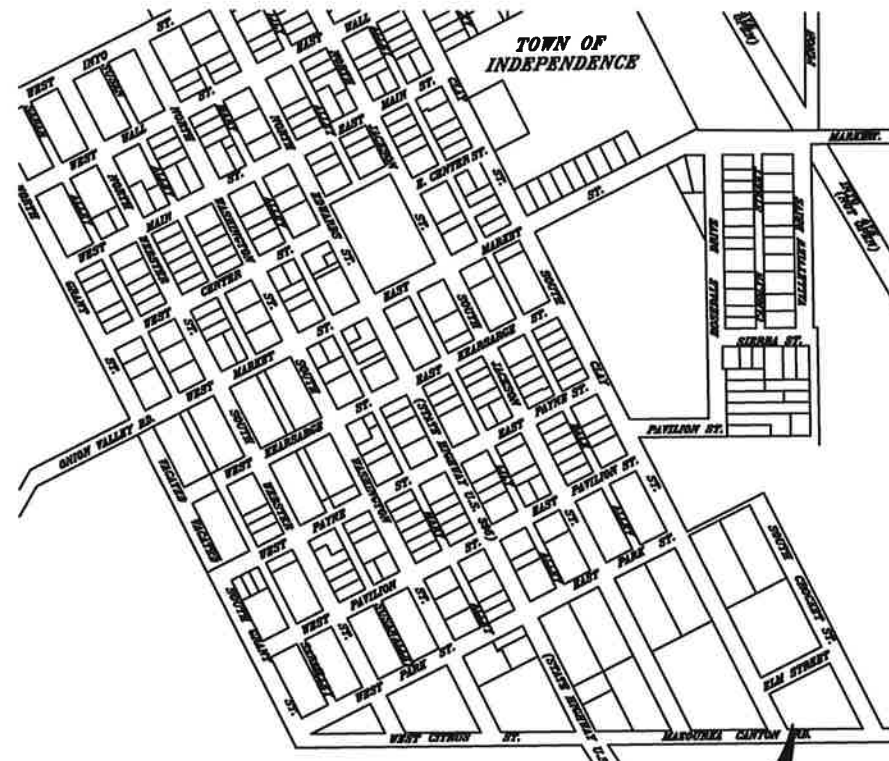


COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
**PLANS FOR THE  
MAZOURKA SHOP FENCING PROJECT**

PROJECT. NO. TR 19-029  
TO BE SUPPLEMENTED BY CALTRANS 2010 STANDARD  
PLANS AND SPECIFICATIONS AND ALL ISSUED REVISIONS

**GENERAL NOTES**

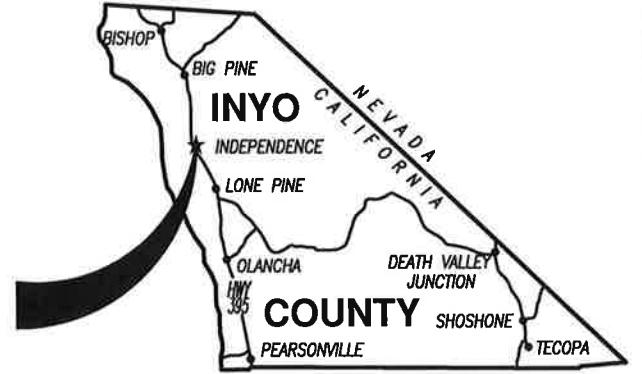
1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2003 INTERNATIONAL BUILDING CODE (IBC), CALIFORNIA BUILDING CODE (CBC), THE UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
8. PROJECT LOCATION: 750 S. CLAY ST. INDEPENDENCE, CA 93526



**PROJECT  
LOCATION  
VICINITY MAP**  
SCALE: NONE



**PROJECT  
LOCATION**



**LOCATION MAP**



MICHAEL ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>MAZOURKA SHOP FENCING PROJECT</b> INDEPENDENCE, CA	
Drawn by: T. DEAN	Date: 9/19	Checked By: C. CASH	Date: 9/19
Date: SEPTEMBER 2019		Drawing Name: MAZOURKA SHOP FENCE PLANS.dwg	
		SHEET 1 OF 4	

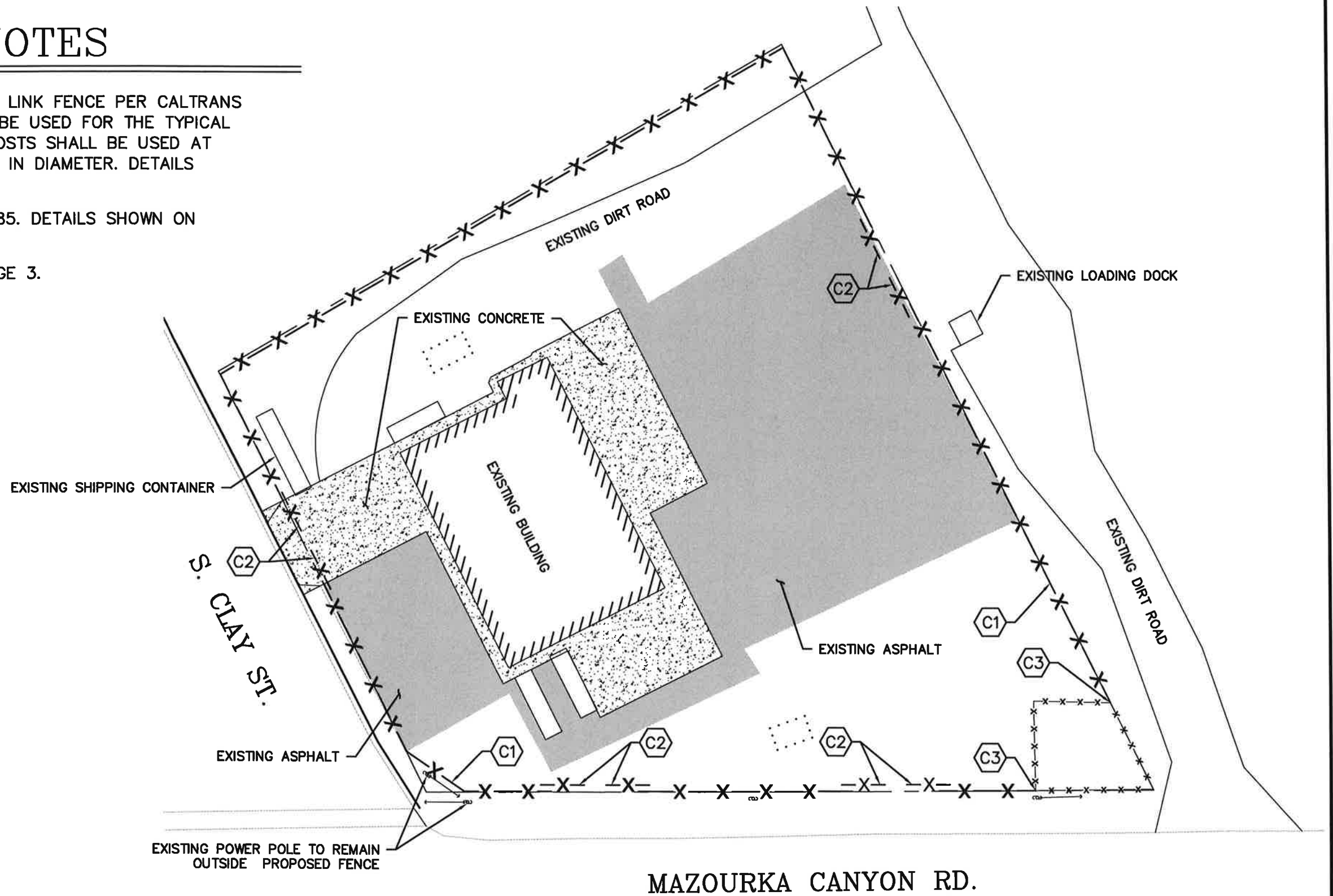


# CONSTRUCTION NOTES

**C1** CONSTRUCT 6' HIGH, 11 GAUGE, CHAIN LINK FENCE PER CALTRANS RSP A85. 3" DIAMETER POSTS SHALL BE USED FOR THE TYPICAL MEMBER SECTION AND 4" DIAMETER POSTS SHALL BE USED AT CORNERS. GATE POSTS SHALL BE 4.5" IN DIAMETER. DETAILS SHOWN ON PAGE 3.

**C2** INSTALL GATES PER CALTRANS RSP A85. DETAILS SHOWN ON PAGES 3 & 4.

**C3** END OF FENCE. DETAIL SHOWN ON PAGE 3.



MICHAEL ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by:  
 INYO COUNTY PUBLIC WORKS  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

**MAZOURKA SHOP  
 FENCING PROJECT**  
 INDEPENDENCE, CA

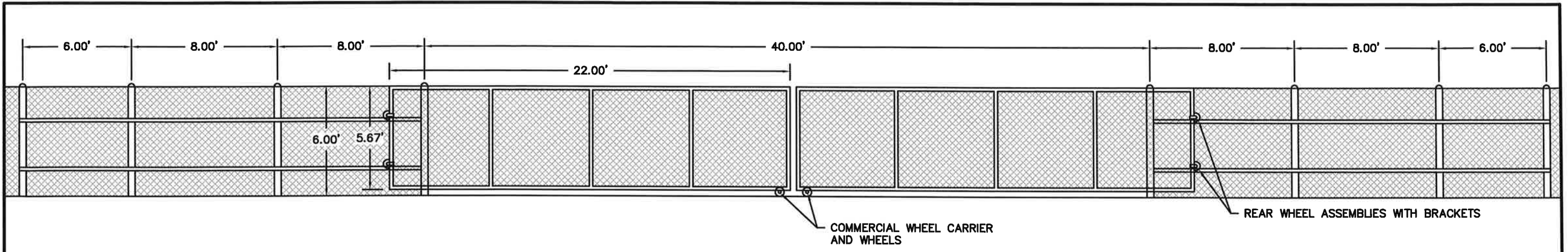
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 Date: 9/19

Checked By: C. CASH  
 Date: 9/19

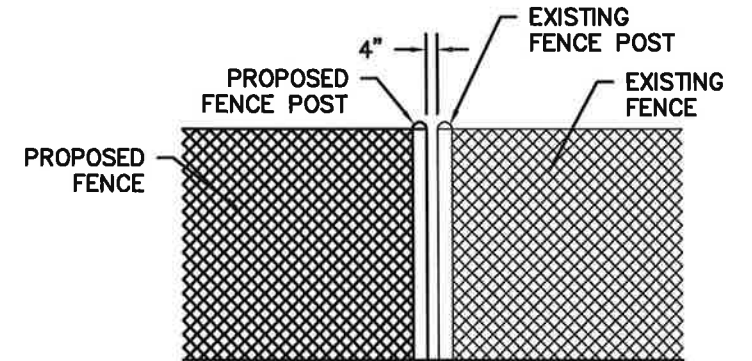
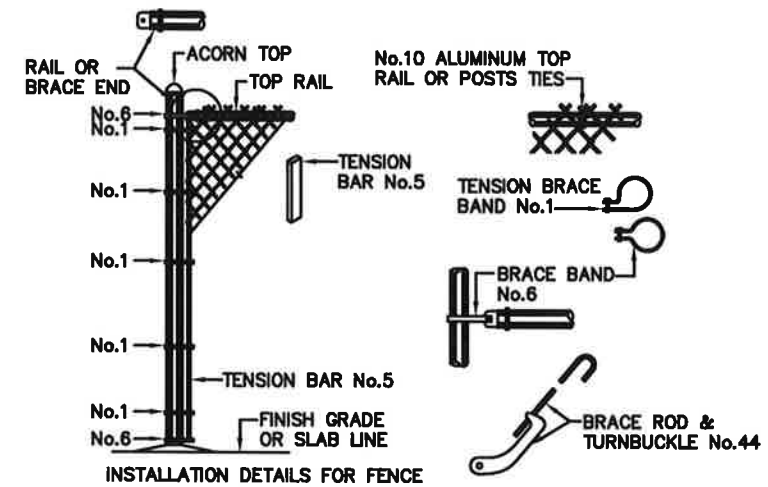
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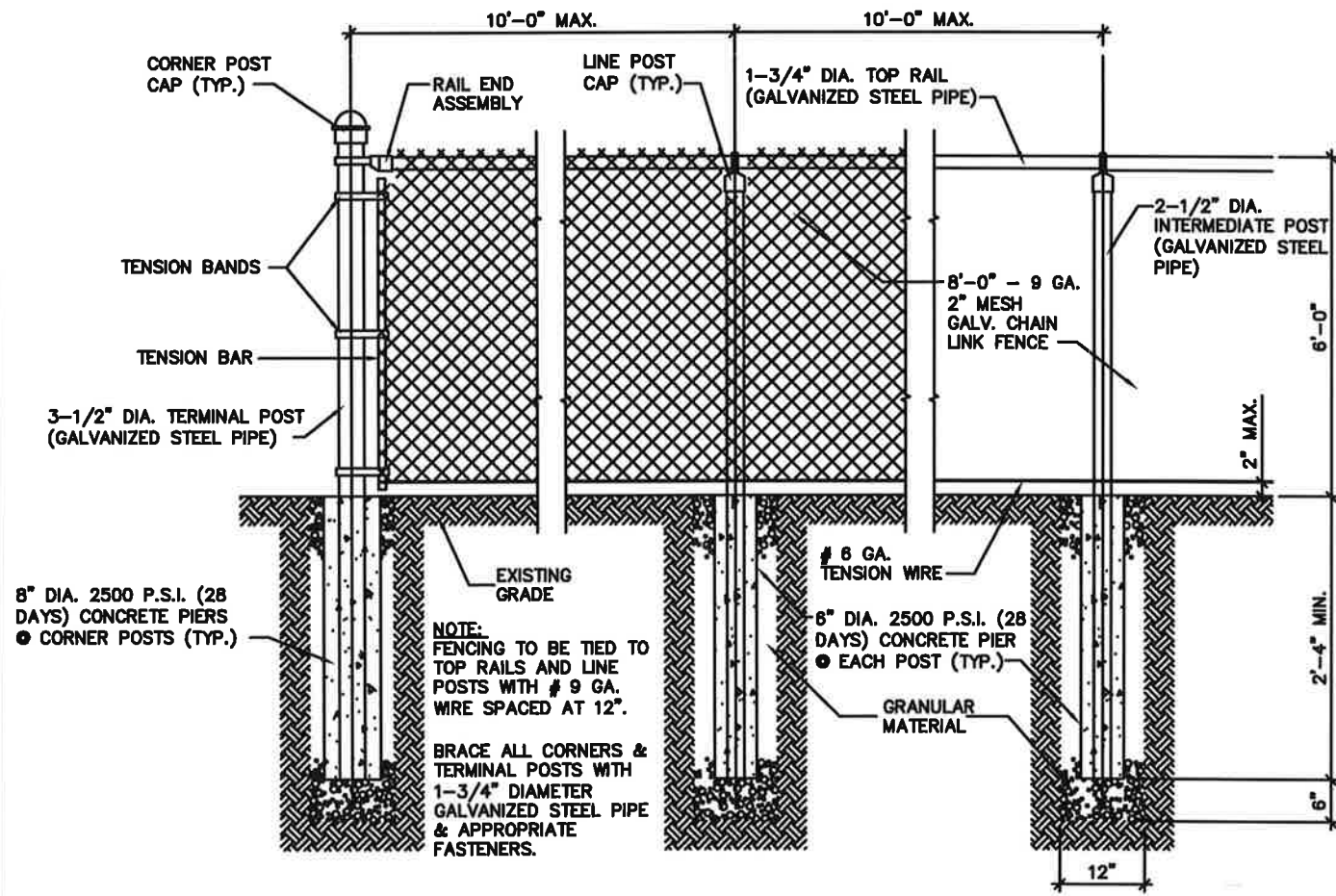
SHEET 2 OF 4



**GATE DETAIL**  
N.T.S.



**END OF FENCE DETAIL**  
N.T.S.



**FENCE DETAIL**  
N.T.S.



MICHAEL ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

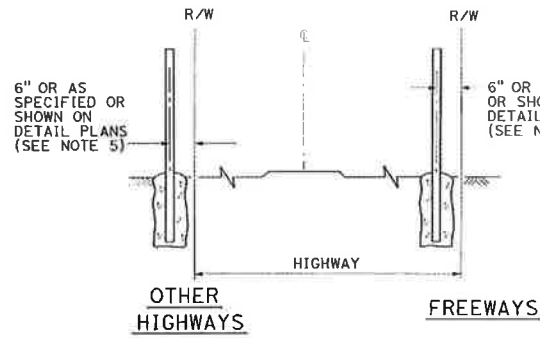
DATE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>MAZOURKA SHOP FENCING PROJECT</b> INDEPENDENCE, CA	
Drawn by: T. DEAN	Date: 9/19	Checked By: C. CASH	Date: 9/19
Date: SEPTEMBER 2019	Drawing Name: MAZOURKA SHOP FENCE PLANS.dwg	SHEET 3 OF 4	

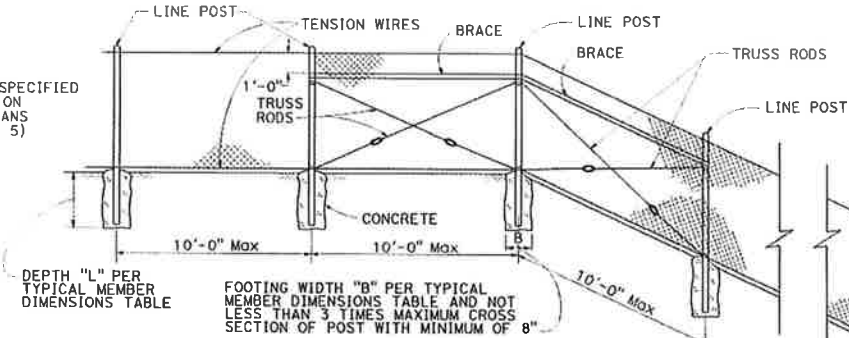
REGISTERED CIVIL ENGINEER  
Subhoop Singh Saini  
No. C74893  
Exp. 12-31-17

January 20, 2017  
PLANS APPROVAL DATE

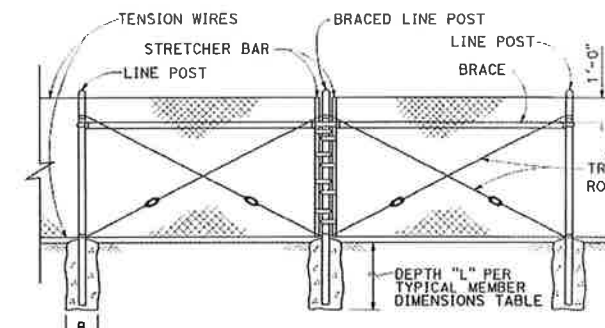
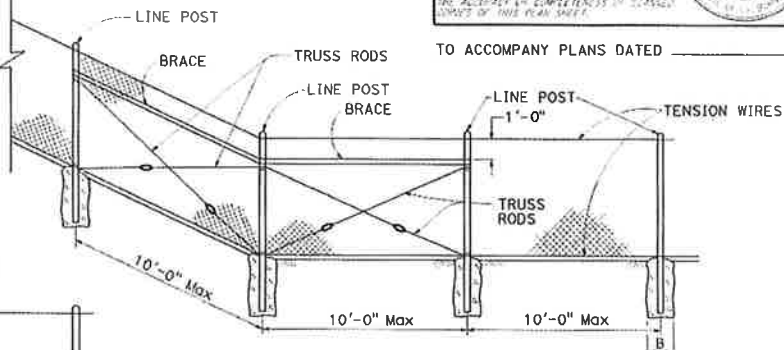
TO ACCOMPANY PLANS DATED \_\_\_\_\_



FENCE LOCATION

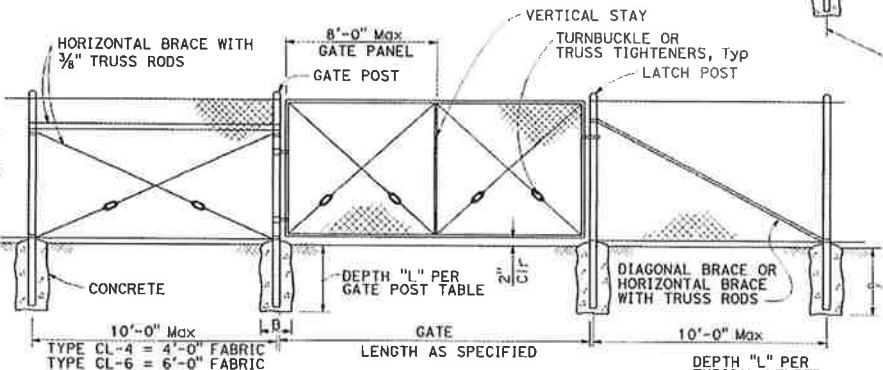


CHAIN LINK FENCE ON SHARP BREAK IN GRADE



BRACED LINE POST INSTALLATION

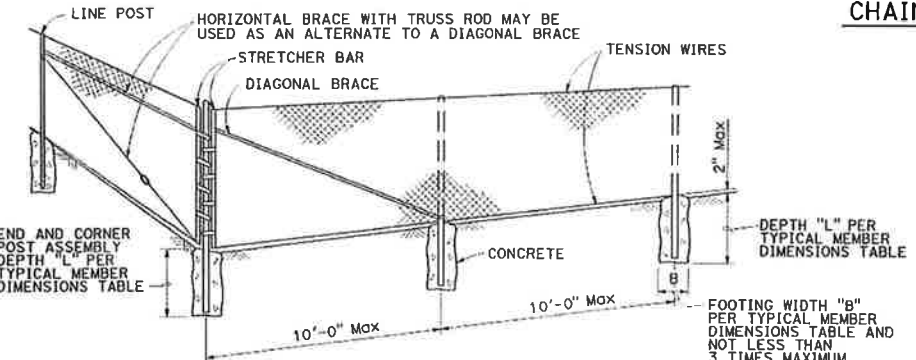
Braced line post at intervals not exceeding 1000'



CHAIN LINK GATE INSTALLATION

GATE POST						
FENCE HEIGHT (Max)	SLATTED	B (in)	L (ft)	ROUND PIPE		
				SECTION	ROUND OD PIPE	WEIGHT (lb/ft)
5'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58
6'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58
8'-0"	NO	12"	3'-0"	3 Std	3.50"	7.58
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58
5'-0"	YES	12"	3'-0"	3 1/2 Std	4.00"	9.12
6'-0"	YES	14"	3'-6"	4 Std	4.50"	10.80
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00

Above post dimensions and weights are minimums. Larger sizes may be used upon approval. Maximum Gate Width is 24'-0".



CORNER POST

NOTES:

- The table to the right shows minimum sized posts and braces complying with the specifications. Larger or heavier post and brace sizes may be used upon approval.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the specifications.
- Other sections which comply with the strength requirements and other provisions of the specifications may be used upon approval.
- Options exercised shall be uniform on any one project.
- Offset to be 2'-0" at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 20'-0" long.
- See Revised Standard Plan RSP A85B for Brace, Stretcher Bar, and Truss Tightener Details.

TYPICAL MEMBER DIMENSIONS (See Notes)													
FENCE HEIGHT (Max)	SLATTED	B (in)	L (ft)	LINE POSTS						BRACES			
				ROUND PIPE			ROLL FORMED			ROUND PIPE		ROLL FORMED	
				SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	SECTION	WEIGHT (lb/ft)	SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	SECTION	WEIGHT (lb/ft)
5'-0"	NO	8"	2'-6"	1 1/2 Std	1.90"	2.72	1.875" x 1.625"	1.85	1 1/2 Std	1.90"	2.72	1.625" x 1.250"	1.35
6'-0"	NO	10"	2'-6"	2 Std	2.38"	3.66	1.875" x 1.625"	2.40	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
8'-0"	NO	12"	3'-0"	2 1/2 Std	2.88"	5.80	3.250" x 2.500"	4.50	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58	3.250" x 2.500"	4.50	2 1/2 Std	2.88"	5.80	1.625" x 1.250"	1.35
5'-0"	YES	12"	3'-0"	3 1/2 Std	4.00"	9.12	N/A	-	2 Std	2.38"	3.66	N/A	-
6'-0"	YES	14"	3'-0"	4 Std	4.50"	10.80	N/A	-	2 Std	2.38"	3.66	N/A	-
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60	N/A	-	2 Std	2.38"	3.66	N/A	-
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00	N/A	-	2 1/2 Std	2.88"	5.80	N/A	-

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CHAIN LINK FENCE

NO SCALE

RSP A85 DATED JANUARY 20, 2017 SUPERSEDES RSP A85 DATED JULY 15, 2016 AND RSP A85 DATED JULY 18, 2014 AND STANDARD PLAN A85 DATED MAY 20, 2011 - PAGE 112 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP A85



MICHAEL ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by:  
INYO COUNTY PUBLIC WORKS  
168 N. Edwards, P.O. Drawer Q  
Independence, CA 93526  
(760) 878-0201

MAZOURKA SHOP  
FENCING PROJECT  
INDEPENDENCE, CA

Drawn by: T. DEAN	Date: 9/19	Checked By: C. CASH	Date: 9/19	Date: SEPTEMBER 2019	Drawing Name: MAZOURKA SHOP FENCE PLANS.dwg	SHEET 4 OF 4
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# County of Inyo



## Public Works - Road Dept.

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Request authorization to purchase one Caterpillar Inc. Model 918M Wheel Loader

---

**RECOMMENDED ACTION:**

Request Board approve the purchase of one Caterpillar Inc. Model 918M Wheel Loader from Quinn Company of City of Industry, CA in an amount not to exceed \$157,322.00.

**SUMMARY/JUSTIFICATION:**

The Road Department is requesting approval to purchase a 2018 Caterpillar Inc. 918M Wheel Loader to replace the 1973 Caterpillar 920 Front End Loader that was damaged in an accident on Horseshoe Meadows on April 17th, 2019. An insurance claim was submitted by the Risk Department for replacement of the destroyed Front End Loader based on the attached quote for a directly comparable model available from Quinn Company. The claim was approved and a check from the insurance provider has been received and deposited in an amount of \$159,418.38 to cover the cost of the replacement.

The quote provided by Quinn Company utilizes Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing for Caterpillar equipment (Sourcewell Contract #032119-CAT). The pricing offered through this Sourcewell contract provides the County with a discount of \$45,326.28, which makes the pricing highly competitive to comparable products offered in the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this equipment via the Sourcewell Contract through Quinn Company without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one Caterpillar Inc. Model 918M Wheel Loader from Quinn Company, to be delivered to the Road Department Maintenance Yard in Bishop. The new equipment will meet all California Air Resources Board (CARB) Tier 4 emission laws and requirements. The total expense, including delivery and taxes, is not to exceed \$157,322.00.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Risk Manager Aaron Holmberg delivered a report to the Board regarding the approved insurance claim during the August 6th, 2019 Board meeting.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended, as the insurance claim was based upon a quote for this model, and this model has been deemed an acceptable replacement for the front end

loader that was damaged in mid-April 2019.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

The funding for the backhoe loader has been approved in the FY 19/20 Road Department Budget 034600, Object Code 5650, Equipment.

**ATTACHMENTS:**

1. QUOTE Inyo Co Road 918M\_rev2
2. 918M

**APPROVALS:**

Trevor Taylor	Created/Initiated - 9/11/2019
Darcy Ellis	Approved - 9/11/2019
Trevor Taylor	Approved - 9/12/2019
Breanne Nelums	Approved - 9/12/2019
Chris Cash	Approved - 9/16/2019
Marshall Rudolph	Approved - 9/16/2019
Amy Shepherd	Approved - 9/16/2019
Michael Errante	Final Approval - 9/16/2019



Quote 135026-02

September 10, 2019

INYO COUNTY ROAD DEPARTMENT  
PO BOX Q  
INDEPENDENCE  
California  
93526-0616

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**CATERPILLAR INC. Model: 918M Wheel Loader**

**SERIAL NUMBER: H2600699                      YEAR: 2018**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tree Ferrell  
208-390-2310  
Machine Sales Representative

**CATERPILLAR INC. Model: 918M Wheel Loader**

**STANDARD EQUIPMENT**

**POWERTRAIN**

Cat C4.4 ACERT Engine  
 -Common rail fuel injection  
 -U.S. EPA Tier 4 Final/ EU Stage 4  
 Caterpillar NOx Reduction System  
 Fuel: Ultra Low Sulphur Diesel @ <15ppm  
 Engine Oil: Cj-4  
 Electric fuel pump with 4 micron filtration  
 S.O.S port, transmission oil

Hydrostatic transmission,  
 20 km/h (12.5mpr/h)  
 Lube for life universal joints  
 Forward - Neutral - Reverse on joystick  
 100% locking differentials, whilst moving  
 Air cleaner, radial seal, dual filters  
 Cooling fan, hydraulic on demand  
 Intergrated Cyclone pre-cleaner

**HYDRAULICS**

Two valve, single lever joystick  
 Diagnostic pressure taps

SOS port, hydraulic oil  
 Variable displacement piston pump

**ELECTRICAL**

150 Amp alternator  
 One 850 CCA maintenance free battery  
 Rooding lights

12 volt direct electric starting  
 Battery disconnect switch

**OPERATOR ENVIRONMENT**

ROPS/FOPS cab, pressurised and sound suppressed  
 Hydraulic control lever lockout  
 Electrohydraulic implement controls  
 Gauges  
 - Engine coolant temperature  
 - Hydraulic oil temperature  
 - Fuel level  
 - Speedometer  
 - Digital Hour meter  
 - DEF  
 Operator warning system indicators:  
 - Brake charge pressure low  
 - Engine malfunction  
 - Park brake applied  
 - Electrical system voltage flow

- Hydraulic oil filter bypass  
 - Action indicator  
 Seat  
 - Fabric or Vinyl  
 - adjustable height, backrest, armrest  
 - Seat belt, retractable  
 Heater/defroster  
 Wiper/washer (front and rear)  
 Tinted front glass,laminated  
 Adjustable steering column  
 Rear window defrost  
 Lockable Storage box with cup holder  
 Internal 12V power source  
 External 12V power source  
 Product Link

**FLUIDS**

Extended life coolant antifreeze  
 Protected to -36C (-33F) hydraulic oil

Cat advanced Hydo 10

**OTHER STANDARD EQUIPMENT**

Parallel lift, Optimised Z-Bar loader  
 Fenders, front and rear  
 Engine enclosure - lockable

Recovery hitch  
 Vandalism protection - locked service points

**MACHINE SPECIFICATIONS**

Description	Reference No	List Amount
918M WHEEL LOADER	457-1488	\$141,410.00
Standard machine with top speed of 24 mph (40 kph)		
SEAT BELT, RETRACTABLE 3"	236-8015	\$244.00
VALVE, DRAIN, ECO	308-0189	\$155.00
TIRES, 17.5 R25, MX, L2 XTLA	385-5822	\$2,110.00
BUCKET, GP, 2.2 YD3, IT, BOCE	390-8219	\$6,163.00
POWERTRAIN, HI RIMPULL, 24MPH	396-2519	\$4,875.00
LIGHTS, ROADING, RH DIP	423-5544	\$745.00
SECURITY SYSTEM, NONE	433-3258	
LIGHTS, CAB, WORKING HALOGEN	448-9539	\$600.00
HYDRAULIC OIL, STANDARD	450-5405	\$1,135.00
ENGINE COOLANT, STANDARD	450-5406	\$208.00
HYDRAULICS, 3V/1L, STD LIFT	451-4344	\$3,190.00
HEATER AND AIR CONDITIONER	462-7111	\$4,175.00
BATTERY, HEAVY DUTY	462-7340	\$209.00
ENGINE, C4.4, T4F, HRC	462-7421	
CAB, DELUXE, SINGLE BRAKE	463-2090	\$7,580.00
STEERING, STANDARD	464-9682	
FENDERS, EXTENDED COVER	469-5852	\$418.00
WORKTOOL, WIRING	471-6212	\$360.00
FEATURE PACKAGE,ROAD and LOAD,SL	471-6764	\$3,680.00
LOADER ARR, STD CPLR, STD LIFT	472-2513	\$2,060.00
ALARM, BACK-UP	474-1980	\$197.00
INSTRUCTIONS, ANSI	476-2741	
3V QUICK DISCONNECT SCREW FIT	486-3774	\$302.00
CAMERA, REAR VIEW	504-4835	\$1,535.00
PRODUCT LINK, CELLULAR, PL240	508-0797	
PREP PACK, EMC	519-5211	
FUEL, STANDARD	524-5098	
SEAT, DELUXE	539-7204	\$775.00
RADIO, AM/FM BLUETOOTH	541-4413	\$550.00
RORO W/RIMS W/TIRES.	0G-3117	\$315.00
RUST PREVENTATIVE APPLICATOR	0G-3273	\$110.00
LANE 3 ORDER	0P-9003	
SERIALIZED TECHNICAL MEDIA KIT	421-8926	



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Sell Price	\$183,266.28
Ext Warranty	\$8,060.00
Sourcewell (formerly NJPA) Contract #032119-CAT	(\$45,326.28)
<b>Net Balance Due</b>	<b>\$146,000.00</b>
State/Inyo Co (7.75%)	\$11,315.00
CA Tire Fee 4 @ 1.75	\$7.00
<b>After Tax Balance</b>	<b>\$157,322.00</b>

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**WARRANTY**

Standard Warranty: 12 Months Full Machine  
 Extended Warranty: Powertrain & Hydraulic, 84 Months or 5000 Hours

**F.O.B/TERMS**

Bishop CA, terms available upon request

**FINANCING**

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

**ADDITIONAL CONSIDERATIONS**

- Delivery is 2-3 weeks
- Travel time and mileage not included during warranty period

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



# Cat<sup>®</sup> 918M

## COMPACT WHEEL LOADER

### FEATURES:

- **Cat<sup>®</sup> Optimized Z-bar Loader Linkage** – The Cat Optimized Z-bar Loader linkage combines the digging efficiency of a traditional Z-bar with tool carrier capabilities for great performance and versatility. With parallel lift and high tilt forces throughout the working range you can safely and confidently handle loads with precise control.
- **Work Tools** – The 918M features the Cat exclusive, Performance Series Buckets, as well as high visibility pallet forks. These tools enhance productivity and are available with either an Integrated Toolcarrier (IT) or ISO (wide) coupler style. Legacy coupler tools such as brooms, grapple buckets, multi-purpose buckets and other work tools remain compatible.
- **Hydraulics and Controls** – State of the art electro-hydraulic system provides low effort, fine control with fast cycle times. All-in-one joystick helps keep eyes on the work. Operator can adjust machine responsiveness with the push of a button, which allows the operator to set up the machine exactly the way they want it based on the application. High Flow option allows for the use of even the most demanding work tools.
- **Tuned Drivetrain** – Smooth shifting and powerful acceleration is matched with modulated hydrostatic braking in the inching/braking pedal, creating a rhythm for material moving. Creeper and electronic engine speed control makes broom and snow blower work easy. Operator tunes between smooth or aggressive shifting with the push of a button.
- **Cab** – All around visibility is further enhanced with the availability of a rearview camera. The deluxe cab ensures operator comfort with a heated, air suspension seat and easy to use controls. Available features such as Implement and Hystat Aggressiveness, Ride Control, Lift and Tilt Kickouts, Engine Speed Control and Rimpull Control allow the operator to customize the machine via a soft touch keypad.
- **Serviceability** – Extended service intervals and excellent service access make daily checks quick and easy allowing you to get to work sooner.
- **Efficiently Powerful** with its high full turn tipping loads, powerful breakout forces and increased engine power the M Series delivers a balanced solution for all customer applications.
- **Standard Fuel Savings Features** such as Eco Mode, On Demand Cooling Fan, and Auto Engine Idle Shutdown make the 918M both powerful and fuel efficient.

## Specifications

### Engine

Engine Model	Cat C4.4 ACERT™	
Maximum Gross Power:		
Maximum Engine Speed	2,350 RPM	
SAE J1995	87 kW	117 hp
ISO 14396	86 kW	115 hp
ISO 14396 (DIN)	86 kW	117 hp
Rated Net Power:		
Rated Engine Speed	2,200 RPM	
SAE J1349	83 kW	112 hp
ISO 9249	84 kW	113 hp
ISO 9249 (DIN)	84 kW	114 hp
Displacement	4.4 L	268 in <sup>3</sup>
Bore	105 mm	4.13 in
Stroke	127 mm	5.00 in

### Engine (continued)

Maximum Gross Torque:		
SAE J1995	504 N-m	372 lbf-ft
ISO 14396	500 N-m	369 lbf-ft
Maximum Net Torque:		
SAE J1349	490 N-m	361 lbf-ft
ISO 9249	495 N-m	365 lbf-ft

- Engine meets U.S. EPA Tier 4 Final/EU Stage IV emission standards.
- Net power advertised is the power available at the flywheel plus front drive implement pump when the engine is equipped with fan, air cleaner, muffler and alternator.



# 918M Compact Wheel Loader

## Buckets

Bucket Capacities – General Purpose	1.3-1.9 m <sup>3</sup>	1.7-2.5 yd <sup>3</sup>
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## Steering

Steering Articulation Angle (each direction)	40 degrees	
Maximum Flow – Steering Pump	82 L/min	21.7 gal/min
Maximum Working Pressure – Steering Pump	22 000 kPa	3,190 psi
Steering Cycle Times (full left to full right):		
At 2,350 RPM: 90 RPM steering wheel speed	2.3 seconds	
Number of Steering Wheel Turns – full left to full right or full right to full left	3.4 turns	

## Loader Hydraulic System

Maximum Flow – Implement Pump	165 L/min	43.6 gal/min
3rd Function, Maximum Flow, Standard	95 L/min	25 gal/min
3rd Function, Maximum Flow, High	150 L/min	40 gal/min
4rd Function, Maximum Flow	95 L/min	25 gal/min
Maximum Working Pressure – Implement Pump	28 000 kPa	4,061 psi
Relief Pressure – Tilt Cylinder	32 000 kPa	4,641 psi
3rd Function Relief Pressure	32 000 kPa	4,641 psi
4th Function Relief Pressure	32 000 kPa	4,641 psi

### Hydraulic Cycle Times:

Raise (ground level to maximum lift)	4.8 seconds	
Dump (at maximum reach)	1.8 seconds	
Rack Back	2.2 seconds	
Float Down (maximum lift to ground level)	2.7 seconds	
Total Cycle Time	11.5 seconds	

Note: All cycle times listed are with cylinder snubbing turned off.

## Service Refill Capacities

Fuel Tank	154.0 L	40.7 gal
Cooling System	21.5 L	5.7 gal
Engine Crankcase	8.8 L	2.3 gal
Axles:		
Front	17 L	4.5 gal
Rear	17 L	4.5 gal
Hydraulic System (including tank)	98.0 L	25.9 gal
Hydraulic Tank	55.0 L	14.5 gal
Transmission	3.4 L	0.9 gal
Diesel Exhaust Fluid (DEF) Tank	18.9 L	5.0 gal

- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

## Transmission

Forward and Reverse:		
Low Range, Speed Range 1*	10 km/h	6.3 mph
Low Range, Speed Range 2	20 km/h	12.5 mph
High Range	40 km/h	25 mph

\*Creeper Control allows speed control from a stand still up to 10 km/h (6.3 mph). The Creeper Control will only work in Range 1.

## Tires

Standard Size	17.5-25 12PR
Other Choices Include:	17.5-25 12PR L2
	17.5-R25 XHA * L3
	17.5-R25 * L2/L3 PC RM
	17.5-25 16PR L3, 3PC Rim
	17.5-25 GY L2/L3
	17.5-25 12PR L2, SNOW Flexport™

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

## Cab

ROPS	SAE J1040 MAY94, ISO 3471-1994
FOPS	SAE J/ISO 3449 APR98, Level II, ISO 3449 1992 Level II

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- The declared dynamic operator sound pressure levels per ISO 6396:2008\*, when properly installed and maintained, is 77 dB(A).
- The labelled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC is 103 dB(A).

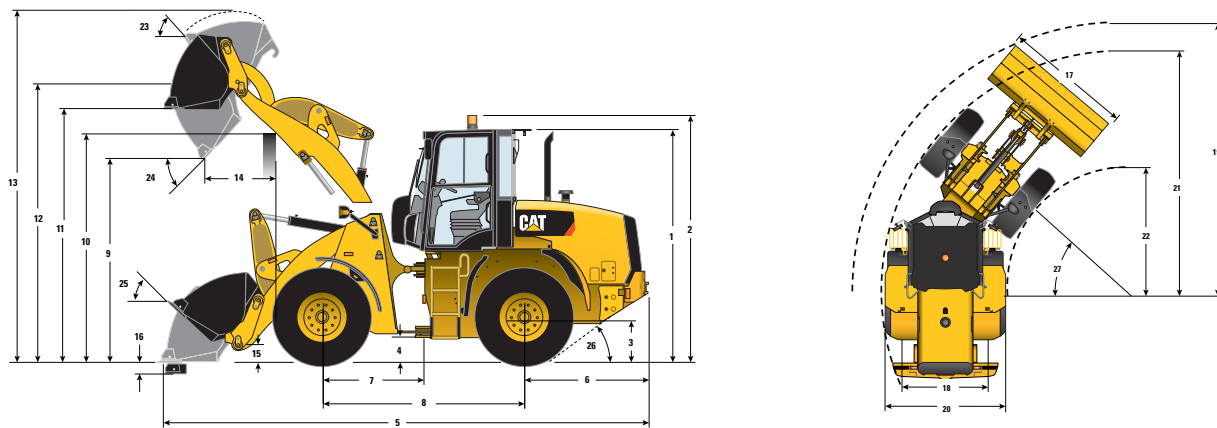
\*The measurements were conducted with the cab doors and windows closed.

## Axles

Front	Fixed
	Locking differential (standard)
Rear	Oscillating ±11 degrees
	Locking differential (standard)

# 918M Compact Wheel Loader

## Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



	Standard Lift – IT		Standard Lift – ISO		Standard Lift – PO	
*Vary with bucket. **Vary with tire.						
** 1 Height: Ground to Cab	3110 mm	10'2"	3110 mm	10'2"	3110 mm	10'2"
** 2 Height: Ground to Beacon	3300 mm	10'9"	3300 mm	10'9"	3300 mm	10'9"
** 3 Height: Ground Axle Center	640 mm	2'1"	640 mm	2'1"	640 mm	2'1"
** 4 Height: Ground Clearance	438 mm	1'5"	438 mm	1'5"	438 mm	1'5"
* 5 Length: Overall	6652 mm	21'9"	6708 mm	22'0"	6583 mm	21'7"
6 Length: Rear Axle to Bumper	1615 mm	5'3"	1615 mm	5'3"	1615 mm	5'3"
7 Length: Hitch to Front Axle	1350 mm	4'5"	1350 mm	4'5"	1350 mm	4'5"
8 Length: Wheel Base	2700 mm	8'10"	2700 mm	8'10"	2700 mm	8'10"
* 9 Clearance: Bucket at 45 degrees	2838 mm	9'3"	2800 mm	9'2"	2882 mm	9'5"
** 10 Clearance: Load over Height	3381 mm	11'1"	3381 mm	11'1"	3381 mm	11'1"
** 11 Clearance: Level Bucket	3562 mm	11'8"	3562 mm	11'8"	3563 mm	11'8"
** 12 Height: Bucket Pin	3818 mm	12'6"	3818 mm	12'6"	3818 mm	12'6"
** 13 Height: Overall	4847 mm	15'10"	4882 mm	16'0"	4825 mm	15'9"
* 14 Reach: Bucket at 45 degrees	933 mm	3'0"	974 mm	3'2"	881 mm	2'10"
15 Carry Height: Bucket Pin	353 mm	1'1"	345 mm	1'1"	353 mm	1'1"
** 16 Dig Depth	61 mm	2.4"	61 mm	2.4"	60 mm	2.3"
17 Width: Bucket	2401 mm	7'10"	2401 mm	7'10"	2401 mm	7'10"
18 Width: Tread Center	1800 mm	5'10"	1800 mm	5'10"	1800 mm	5'10"
19 Turning Radius: Over Bucket	5410 mm	17'8"	5425 mm	17'9"	5390 mm	17'8"
20 Width: Over Tires	2259 mm	7'4"	2259 mm	7'4"	2259 mm	7'4"
21 Turning Radius: Outside of Tires	4877 mm	16'0"	4877 mm	16'0"	4877 mm	16'0"
22 Turning Radius: Inside of Tires	2563 mm	8'5"	2563 mm	8'5"	2563 mm	8'5"
23 Rack Angle at Full Lift	55 degrees		55 degrees		55 degrees	
24 Dump Angle at Full Lift	47 degrees		47 degrees		47 degrees	
25 Rack Angle at Carry	44 degrees		44 degrees		44 degrees	
26 Departure Angle	33 degrees		33 degrees		33 degrees	
27 Articulation Angle	40 degrees		40 degrees		40 degrees	
*Tipping Load – Straight (ISO 14397-1)	6903 kg	15,219 lb	6740 kg	14,859 lb	7272 kg	16,032 lb
*Tipping Load – Full Turn (ISO 14397-1)	5825 kg	12,837 lb	5681 kg	12,524 lb	6157 kg	13,574 lb
*Breakout Force	8480 kg	18,695 lb	7933 kg	17,489 lb	9113 kg	20,091 lb
*Operating Weight	9469 kg	20,876 lb	9491 kg	20,924 lb	9282 kg	20,463 lb

Dimensions listed are for a machine configured with general purpose bucket, bolt-on cutting edges, 80 kg (176 lb) operator, and 17.5 R25 (L2) tires.

# 918M Compact Wheel Loader

## STANDARD EQUIPMENT

### POWER TRAIN

- Cat C4.4 ACERT engine:
  - Common rail fuel injection
  - Tier 4 Final/Stage IV
- Caterpillar NO<sub>x</sub> reduction system
- Fuel: Ultra Low Sulphur Diesel @ <15 ppm EPA/<10 ppm EU
- Engine oil: CJ-4
- Electric fuel pump with 4 micron filtration
- S-O-S<sup>SM</sup> port, transmission oil
- Hydrostatic transmission, 20 km/h (12.5 mph)
- Lube for life universal joints
- Forward – Neutral – Reverse on joystick
- 100% locking differentials
- Air cleaner, radial seal, dual filters
- Cooling fan, on demand
- Tires 17.5-25 12PR
- Integrated cyclone precleaner

### LOADER END

- Parallel lift, optimized Z-bar loader

### REGIONAL STANDARDS (as required)

- Back-up alarm
- Chocks, bucket tooth or edge
- Decals, roading speed
- Beacon
- Reflectors, roading
- Camera, rearview

### HYDRAULICS

- Two valve, single lever joystick
- Diagnostic pressure taps
- S-O-S port, hydraulic oil
- Variable displacement piston pump
- Cylinder damping at kickout and end stops

### ELECTRICAL

- 150 amp alternator
- Single 850 CCA maintenance free battery
- Rooding lights
- Battery disconnect switch

### FLUIDS

- Extended life coolant antifreeze, protected to -36° C (-33° F)
- Cat Advanced HYDO 10 hydraulic oil

### CHASSIS

- Front and rear fenders
- Lockable engine enclosure
- Recovery hitch
- Vandalism protection – locked service points

### OPERATOR ENVIRONMENT

- ROPS/FOPS cab, pressurised and sound suppressed
- Implement lockout
- Electro-hydraulic implement controls
- Gauges:
  - Engine coolant temperature
  - Hydraulic oil temperature
  - Fuel level
  - Speedometer
  - Digital hour meter
  - DEF level indicator
- Warning system indicators:
  - Emission malfunction
  - Air filter restriction
  - Brake charge pressure low
  - Engine malfunction
  - Park brake applied
  - Electrical system voltage flow
  - Hydraulic oil filter bypass
  - Action indicator
- Seat:
  - Fabric or vinyl
  - Adjustable height, backrest, armrest
- Heater/defroster
- Tinted front glass, laminated
- Adjustable steering column
- Rear window defrost
- Lockable storage box
- Internal 12V power source
- External 12V power source

## OPTIONAL EQUIPMENT

### POWER TRAIN

- Secondary steering
- Sound suppression, EU Prep Package
- Extreme temperature engine coolant
- High speed option 40 km/h (25 mph)
- 918M tire options:
  - 17.5-25 12PR L2
  - 17.5-R25 XHA \* L3
  - 17.5-R25 \* L2/L3 PC RM
  - 17.5-25 16PR L3, 3PC Rim
  - 17.5-25 GY L2/L3
  - 17.5-25 12PR L2, SNOW
  - Flexport™

### LOADER END

- Integrated tool carrier coupler
- Wide (ISO) coupler

### HYDRAULICS

- Three valve, single lever joystick
- Four valve, single lever joystick
- High flow, third valve

### ELECTRICAL

- Halogen lights, front and rear
- LED work lights, front and rear
- Heavy duty battery package
- Work tool wiring harness

### FLUIDS

- Biodegradable hydraulic oil

### CHASSIS

- Lockable toolbox
- Fenders, mud flaps

### OPERATOR ENVIRONMENT

- ROPS/FOPS canopy or cab
- Premium heated, air suspension seat
- Heater and air conditioner
- Feature Package: Road/Load/Road & Load. Dependent on package selection, features included are:
  - Adjustable Rimpull
  - Ride Control
  - Adjustable Ground Speed Control
  - Implement Modulation
  - Hystat Aggressiveness
  - Throttle Lock and Adjust
  - Automatic Loader lift and bucket kickouts adjustable in cab
- Cat radio (Bluetooth)
- Rear blind
- Security system
- Retractable seat belt 75 mm (3")
- Rearview camera and screen (standard in EU)
- Product Link™

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ7803-01 (05-2016)  
Replaces AEHQ7803  
(EU, NACD)





# County of Inyo



## Public Works - Road Dept.

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Road Closure on Line Street in Lone Pine on October 2, 2019, between the hours of 12:30 p.m. and 1:30 p.m.

---

**RECOMMENDED ACTION:**

Request Board approve the closure of a portion of Line Street in Lone Pine on Wednesday, October 2, 2019 between the hours of 12:30 p.m. and 1:30 p.m.

**SUMMARY/JUSTIFICATION:**

The Inyo County Probation Department has submitted an application for a special event permit and is requesting permission to close a portion of Line Street in Lone Pine between the hours of 12:30 p.m. and 1:30 p.m. on October 2, 2019 for the purpose of a mock simulation of an alcohol involved motor vehicle accident.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the closure and the Probation Department and other participating agencies would need to hold the event in a different location or reschedule the simulation.

**OTHER AGENCY INVOLVEMENT:**

Various emergency agencies  
Healthy Communities of Southern Inyo  
Southern Inyo Hospital  
Inyo County Probation Department

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Event Map

**APPROVALS:**

Trevor Taylor

Created/Initiated - 9/9/2019

Darcy Ellis  
Trevor Taylor  
Chris Cash

Approved - 9/10/2019  
Approved - 9/23/2019  
Final Approval - 9/23/2019

## **Public Service Announcement**

The Lone Pine High School in conjunction with Healthy Communities of Southern Inyo, Southern Inyo Hospital and Inyo County Probation will be presenting a Mock Crash program to the students that will occur on Wednesday October 2, 2019.

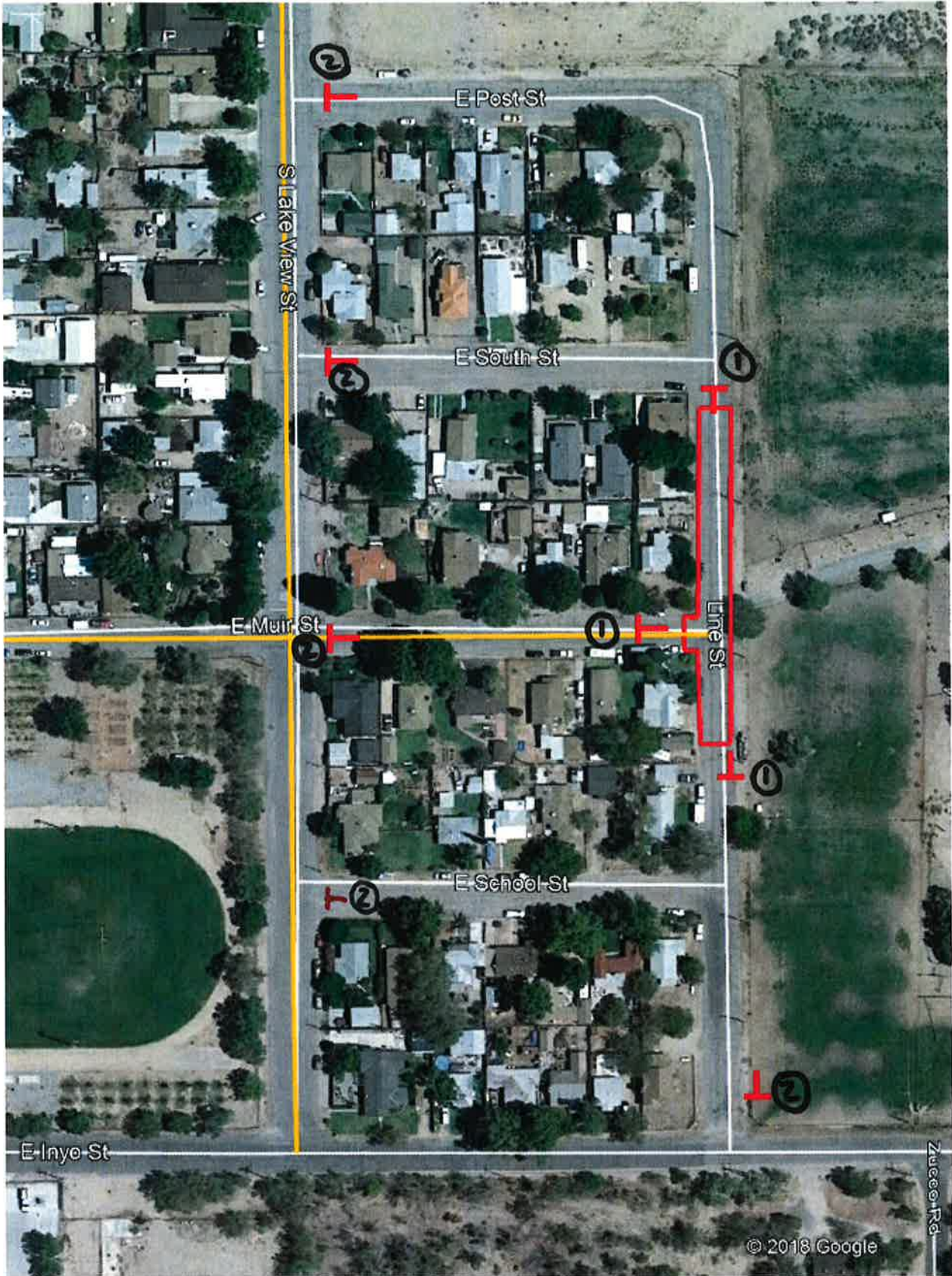
This program is presented to high school students as they enter adulthood and have the responsibility of making mature decisions. The Program challenges students to choose not to drive after consuming intoxicating substances. Distracted driving will also be a topic addressed. The hope is that students understand the impact of their decisions on family, friends, community and beyond.

The Public should be advised that the Program will involve response from various emergency agencies who will participate in the Mock Crash. Multiple other agencies help make this program possible.

You can save a life by discussing with your teen, the importance of not driving while under the influence or while distracted.

Please contact Vicki Simpson for more information or for questions at 760-937-5585.





- ① Road Closed
- ② Road Closed Ahead



# County of Inyo



## Public Works - Road Dept.

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Road Closure on School Street between Baker Creek Road and Blake Road in Big Pine on October 12, 2019, between the hours of 8:45 a.m. and 10:00 a.m. for the Big Pine Homecoming Parade.

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**RECOMMENDED ACTION:**

Request Board approve the closure of a portion of School Street in Big Pine from 8:45 a.m. to 10:00 a.m. on October 12, 2019 for the purpose of the Big Pine Homecoming Parade.

**SUMMARY/JUSTIFICATION:**

The Big Pine Unified School District (USD) has submitted a Special Event Permit Application and is requesting permission to close School Street as depicted in the attached map for the annual Big Pine Homecoming Parade.

In the past, a Board Resolution was passed to allow for the annual event to take place each year without additional Board action via a parade route along Highway 395. The Big Pine USD has been utilizing School Street for the parade route instead of Highway 395 since 2013 in order to avoid closure of the highway.

The Big Pine Unified School District will be required to send notices of road closure to all residents on School Street, Crocker Street, and Cornell Street at least 48 hours prior to the closure as well as posting notices throughout the community.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the road closure and Big Pine USD would have to then request permission from Caltrans to close Highway 395 for the parade, using School Street as a detour for the diverted traffic.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriff Office

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Parade Route

**APPROVALS:**

Trevor Taylor  
Darcy Ellis  
Trevor Taylor  
Chris Cash

Created/Initiated - 9/10/2019  
Approved - 9/11/2019  
Approved - 9/13/2019  
Final Approval - 9/16/2019





# County of Inyo



## Public Works - Road Dept.

### CONSENT - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Road Closure on Bartell Road between Hill Street and Richards Street in Big Pine on October 5, 2019, between the hours of 8:00 a.m. and 12:00 p.m.

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**RECOMMENDED ACTION:**

Request Board approve the closure of a portion of Bartell Road on October 5, 2019 between the hours of 8:00 a.m. and 12:00 p.m. for the purpose of the Big Pine Paiute Tribe's Fall Fandango.

**SUMMARY/JUSTIFICATION:**

The Big Pine Paiute Tribe has submitted an application for a special event permit and is requesting permission to close Bartell Road as depicted in the attached map for the annual Fall Fandango parade and event. The parade will take place on Hill Street, Bartell Road, and Richards Road. Bartell is the only road involved that is under County jurisdiction.

The Big Pine Paiute Tribe will be required to send notices of road closure to residents whose access will be affected by the closure at least 48 hours prior to the event. Notices should also be posted throughout the community and in the Post Office and Tribal Offices.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the closure and the Big Pine Paiute Tribe would have to hold the event on non-County roads.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriffs Office

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2019 Event Map

**APPROVALS:**

Trevor Taylor

Darcy Ellis

Trevor Taylor

Chris Cash

Created/Initiated - 9/19/2019

Approved - 9/19/2019

Approved - 9/23/2019

Final Approval - 9/23/2019



# 2019 Fall Fandango Parade Route



Judging



MC BOOTH

Bartell Rd.

Line up Section

Harry Street

Richards St.

Image USDA Farm Service Agency  
© 2013 Google



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Sharon Wilson

**SUBJECT:** Standard Agreement between the County of Inyo and California Department of Public Health for HIV/AIDS Surveillance.

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**RECOMMENDED ACTION:**

Request Board ratify and approve Standard Agreement Number 19-10419 between the County of Inyo and the California Department of Public Health for the provision of HIV surveillance services for a total grant amount of \$23,340 from the period of July 1, 2019 through June 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign the Standard Agreement, Contractor Certification, Civil Rights Form, and the Darfur Contracting Act Certification.

**SUMMARY/JUSTIFICATION:**

This contract is coming before your board late because it was not provided to Inyo County until August, 2019 and was routed upon confirmation that all relevant contract documents were completed.

The HIV Surveillance Program is designed to assure the timeliness, accuracy and reliability of HIV and AIDS reporting and case findings. Program activities include: investigation of reported cases, ongoing updated reports to State on client labs especially those labs indicating transition from HIV to AIDS, surveillance visits or contacts to potential reporters such as physicians and clinics and dissemination of local information related to disease rate and trends.

Federal funding for this contract has decreased by 6% from the prior year due to the number of HIV cases diagnosed in Inyo County between years 2013-2017 and cumulative HIV cases in the county through 12/31/2017. Inyo County was one of 27 counties to receive this decrease in funding. This reduction will be covered by Health Realignment funds

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Non-acceptance of this funding would mean that Inyo County would not be able to conduct active surveillance services for HIV/AIDS.



**OTHER AGENCY INVOLVEMENT:**

California Department of Public Health, Hospital laboratories, private laboratories and health care providers.

**FINANCING:**

Total funding for this program is \$23,340 over a five year period; \$4,668.00 in FY 19/20, \$4,668.00 in FY 20/21, \$4,668.00 in FY 21/22, \$4668.00 in FY 22/23 and \$4668.00 in FY 23/24 and is recognized as revenue in the Health Budget (045100)

**ATTACHMENTS:**

1. Grant w Exhibits
2. Contract Certification Clause
3. Darfur Contracting Act Certification
4. CIVIL RIGHTS FORM
5. HIV Surveillance submittal information

**APPROVALS:**

Sharon Wilson	Created/Initiated - 9/23/2019
Marilyn Mann	Approved - 9/23/2019
Meaghan McCamman	Approved - 9/23/2019
Sharon Wilson	Approved - 9/24/2019
Melissa Best-Baker	Approved - 9/24/2019
Darcy Ellis	Approved - 9/25/2019
Amy Shepherd	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Marilyn Mann	Approved - 9/25/2019
Rhiannon Baker	Final Approval - 9/25/2019

**California HIV Surveillance Program**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), hereinafter “Department”**

**TO**

**County of Inyo, hereinafter “Grantee”**

**Implementing the project, HIV Surveillance, hereinafter “Project”**

**GRANT AGREEMENT NUMBER 19-10419**

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 this project under the California Health and Safety Code (HSC). Legislature authorized in HSC Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the Department to enter into grants to perform public health activities.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee. The Grantee agrees to administer the HIV Surveillance Program (HSP) and to ensure the implementation of HIV surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed \$23,340.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2019, and terminates on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

**PROJECT REPRESENTATIVES:** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>County of Inyo</b>
Kimberly Ferreira, Assistant Chief	Anna Scott, Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5262 Email: kimberly.ferreira@cdph.ca.gov	Telephone: (760) 873-7868 Email: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health	County of Inyo
Kimberly Ferreira, Assistant Chief	Anna Scott, Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5262 Email: kimberly.ferreira@cdph.ca.gov	Telephone: (760) 873-7868 Email: ascott@inyocounty.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Contractor: County of Inyo FI\$CAL ID: 0000008422
Cashier – Melissa Best- Baker, Senior Management Analyst
PO Drawer H Independence, CA 93526
Telephone: (760) 878-0232 Email: mbestbaker@inyocounty.us

- Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a new completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form to the Project Representative for processing.

**STANDARD PROVISIONS:** The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF AWARD
- EXHIBIT A1 LIST OF ALLOCATIONS
- EXHIBIT A2 FUNDING ALLOCATION PROCESS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

**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, polices, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Rick Pucci, Chairperson, Board of Supervisors  
County of Inyo  
PO Drawer H  
Independence, CA 93526

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Torrez, 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



KAREN L. SMITH, MD, MPH  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Exhibit A**  
Letter of Award

June 15, 2019

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2019-20 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2019-2020 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
2. **Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS.** Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
5. **Collaborate with partners to respond to the HIV epidemic** to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2019 – June 30, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. The [Surveillance Program Funding Allocation Process](#) includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the [HIV Surveillance Program Scope of Work](#). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 30, 2019. The documents should be e-mailed to [HIVSurvfa@cdph.ca.gov](mailto:HIVSurvfa@cdph.ca.gov). Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please contact Kimberly Ferreira at (916) 449-5262 or [kimberly.ferreira@cdph.ca.gov](mailto:kimberly.ferreira@cdph.ca.gov).

Sincerely,



Marisa Ramos, PhD  
Chief, Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health

cc: Kimberly Ferreira  
Assistant Branch Chief  
Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health

Frank Dionisio, Contract Monitor  
Surveillance Section  
Surveillance and Prevention Evaluation and Reporting Branch  
Office of AIDS  
California Department of Public Health



**Exhibit A2**  
**Funding Allocation Process**

**Fiscal Year 2019-2020 HIV Surveillance Program**

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2019-20 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the FY 2016-17 formula, with updated data, for allocating these funds and will implement provisions to provide equity and stability of funding across all regions of California.

The allocation formula is based upon the following factors:

- New HIV/AIDS cases diagnosed 2013 – 2017; and
- Cumulative HIV (non AIDS cases) through December 31, 2017

No Case LHJs:

The following LHJ, with no reported HIV or AIDS cases during the periods indicated above, will not receive an allocation of HIV Surveillance Program funding: *Alpine*.

Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The eight LHJs receiving the minimum allocation: *Colusa, Glenn, Mariposa, Mono, Plumas, Sierra, Tehama, and Trinity*.

OA will apply the following stabilization measures:

1. Funding Cap (CAP): OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2016-17 allocation. The sixteen LHJs impacted by the funding cap: *Amador, Fresno, Imperial, Kern, Los Angeles, Merced, Pasadena, Placer, Riverside, Sacramento, San Benito, San Bernardino, Stanislaus, Sutter, Tulare and Yuba*.
2. Hold Harmless Provision:  
OA will distribute funds to other LHJs so that the **minimum** funding level is 94 percent of the FY 2016-17 allocation. Twenty-seven LHJs are allocated funds due to the hold harmless provision.

Nine LHJs receive their unadjusted formula amount: *Alameda, El Dorado, Monterey, Napa, Orange, San Diego, San Joaquin, Shasta, and Ventura*.



**FY 2019/20 HIV Surveillance Program Funding Allocation**

County/City	FY 16/17 Allocation	FY 19/ 20 Unadjusted Allocation	Unadjusted Allocation % of FY 16/17 Allocation	FINAL FY 19/20 Adjusted Allocation	FINAL Adjusted Allocation % of Unadjusted	FINAL Adjusted Allocation % of FY 16/17 Allocation	Summary Action
Alameda	\$ 289,225	\$ 286,135	98.9%	\$ 285,286	99.7%	98.6%	Formula
Alpine	\$ -	\$ -	-	\$ -	-	-	No Case
Amador	\$ 5,675	\$ 6,464	113.9%	\$ 6,015	93.1%	106.0%	Cap
Berkeley	\$ 29,088	\$ 21,468	73.8%	\$ 27,342	127.4%	94.0%	HH
Butte	\$ 26,961	\$ 16,162	59.9%	\$ 25,343	156.8%	94.0%	HH
Calaveras	\$ 5,675	\$ 3,803	67.0%	\$ 5,334	140.3%	94.0%	HH
Colusa	\$ 3,000	\$ 932	31.1%	\$ 3,000	321.9%	100.0%	Minimum
Contra Costa	\$ 183,704	\$ 123,340	67.1%	\$ 172,681	140.0%	94.0%	HH
Del Norte	\$ 3,547	\$ 1,954	55.1%	\$ 3,334	170.6%	94.0%	HH
El Dorado	\$ 12,416	\$ 12,599	101.5%	\$ 12,561	99.7%	101.2%	Formula
Fresno	\$ 85,513	\$ 144,080	168.5%	\$ 90,643	62.9%	106.0%	Cap
Glenn	\$ 3,000	\$ 2,300	76.7%	\$ 3,000	130.4%	100.0%	Minimum
Humboldt	\$ 12,771	\$ 11,200	87.7%	\$ 12,004	107.2%	94.0%	HH
Imperial	\$ 18,107	\$ 25,860	142.8%	\$ 19,193	74.2%	106.0%	Cap
Inyo	\$ 4,966	\$ 3,353	67.5%	\$ 4,668	139.2%	94.0%	HH
Kern	\$ 115,905	\$ 123,994	107.0%	\$ 122,859	99.1%	106.0%	Cap
Kings	\$ 19,157	\$ 15,892	83.0%	\$ 18,007	113.3%	94.0%	HH
Lake	\$ 10,642	\$ 5,743	54.0%	\$ 10,003	174.2%	94.0%	HH
Lassen	\$ 5,675	\$ 811	14.3%	\$ 5,334	657.7%	94.0%	HH
Long Beach	\$ 258,580	\$ 181,323	70.1%	\$ 243,065	134.1%	94.0%	HH
Los Angeles	\$ 1,860,734	\$ 2,217,159	119.2%	\$ 1,972,378	89.0%	106.0%	Cap
Madera	\$ 17,028	\$ 9,742	57.2%	\$ 16,006	164.3%	94.0%	HH
Marin	\$ 54,631	\$ 33,255	60.9%	\$ 51,353	154.4%	94.0%	HH
Mariposa	\$ 3,000	\$ 841	28.0%	\$ 3,000	356.7%	100.0%	Minimum
Mendocino	\$ 14,189	\$ 7,261	51.2%	\$ 13,337	183.7%	94.0%	HH
Merced	\$ 17,028	\$ 22,462	131.9%	\$ 18,049	80.4%	106.0%	Cap
Modoc	\$ 3,000	\$ -	0.0%	\$ 2,820	-	94.0%	HH
Mono	\$ 3,000	\$ 706	23.5%	\$ 3,000	424.9%	100.0%	Minimum
Monterey	\$ 46,116	\$ 48,142	104.4%	\$ 47,999	99.7%	104.1%	Formula
Napa	\$ 13,203	\$ 13,290	100.7%	\$ 13,251	99.7%	100.4%	Formula
Nevada	\$ 7,095	\$ 5,201	73.3%	\$ 6,669	128.2%	94.0%	HH
Orange	\$ 422,925	\$ 426,768	100.9%	\$ 425,502	99.7%	100.6%	Formula
Pasadena	\$ 25,276	\$ 33,557	132.8%	\$ 26,792	79.8%	106.0%	Cap
Placer	\$ 14,189	\$ 19,063	134.4%	\$ 15,040	78.9%	106.0%	Cap
Plumas	\$ 3,000	\$ 496	16.5%	\$ 3,000	604.8%	100.0%	Minimum
Riverside	\$ 276,621	\$ 413,031	149.3%	\$ 293,218	71.0%	106.0%	Cap
Sacramento	\$ 205,912	\$ 227,691	110.6%	\$ 218,266	95.9%	106.0%	Cap
San Benito	\$ 3,000	\$ 4,420	147.3%	\$ 3,180	71.9%	106.0%	Cap
San Bernardino	\$ 241,746	\$ 271,540	112.3%	\$ 256,250	94.4%	106.0%	Cap
San Diego	\$ 691,677	\$ 662,735	95.8%	\$ 660,768	99.7%	95.5%	Formula
San Francisco	\$ 760,728	\$ 499,451	65.7%	\$ 715,084	143.2%	94.0%	HH
San Joaquin	\$ 80,906	\$ 83,728	103.5%	\$ 83,479	99.7%	103.2%	Formula
San Luis Obispo	\$ 35,474	\$ 23,799	67.1%	\$ 33,345	140.1%	94.0%	HH
San Mateo	\$ 95,356	\$ 80,688	84.6%	\$ 89,634	111.1%	94.0%	HH
Santa Barbara	\$ 36,892	\$ 32,023	86.8%	\$ 34,678	108.3%	94.0%	HH
Santa Clara	\$ 246,849	\$ 189,557	76.8%	\$ 232,038	122.4%	94.0%	HH
Santa Cruz	\$ 29,798	\$ 22,205	74.5%	\$ 28,010	126.1%	94.0%	HH
Shasta	\$ 14,189	\$ 14,027	98.9%	\$ 13,985	99.7%	98.6%	Formula
Sierra	\$ 3,000	\$ 180	6.0%	\$ 3,000	1666.7%	100.0%	Minimum
Siskiyou	\$ 4,966	\$ 4,029	81.1%	\$ 4,668	115.9%	94.0%	HH
Solano	\$ 67,295	\$ 56,814	84.4%	\$ 63,257	111.3%	94.0%	HH
Sonoma	\$ 78,755	\$ 45,536	57.8%	\$ 74,029	162.6%	94.0%	HH
Stanislaus	\$ 42,569	\$ 55,600	130.6%	\$ 45,123	81.2%	106.0%	Cap
Sutter	\$ 7,095	\$ 7,878	111.0%	\$ 7,520	95.5%	106.0%	Cap
Tehama	\$ 3,000	\$ 2,976	99.2%	\$ 3,000	100.8%	100.0%	Minimum
Trinity	\$ 3,000	\$ 405	13.5%	\$ 3,000	740.7%	100.0%	Minimum
Tulare	\$ 28,379	\$ 41,602	146.6%	\$ 30,081	72.3%	106.0%	Cap
Tuolumne	\$ 4,966	\$ 1,698	34.2%	\$ 4,668	274.9%	94.0%	HH
Ventura	\$ 69,530	\$ 65,971	94.9%	\$ 65,776	99.7%	94.6%	Formula
Yolo	\$ 15,609	\$ 11,786	75.5%	\$ 14,672	124.5%	94.0%	HH
Yuba	\$ 5,675	\$ 6,254	110.2%	\$ 6,015	96.2%	106.0%	Cap
<b>Total</b>	<b>\$6,649,342</b>	<b>\$6,650,980</b>		<b>\$ 6,674,612</b>			

<b>1</b>	<b>No Case County/City</b>
<b>9</b>	<b>Unadjusted Formula County/City</b>
<b>16</b>	<b>Funding Cap County/City</b>
<b>8</b>	<b>Minimum Allocation County/City</b>
<b>27</b>	<b>Hold Harmless County/City</b>
<b>61</b>	<b>Total Counties/Cities</b>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Invoice Desk  
California Department of Public Health  
Prevention Program  
MS 7700  
1616 Capitol Avenue, Suite 616  
Sacramento, CA 95814

- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. The amounts payable under this Grant shall not exceed:
- 1) \$23,340 for the budget period of 07/01/2019 through 06/30/2024.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

**EXHIBIT C****STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications and the Grant Application.

  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.



Exhibit D  
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D  
Additional Provisions

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**Exhibit E**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:

“Breach” means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: “Confidential information” means information that:
    1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
  - C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.



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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

**Exhibit E**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

## 3. Audit Controls

**Exhibit E**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4. Business Continuity / Disaster Recovery Controls**

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

**5. Paper Document Controls**

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

**Exhibit E**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

**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 lessor 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](http://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.

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following three paragraphs and complete the certification below:**

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company 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 and State of</i>

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

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

**CERTIFICATION**

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

**From:** Jackson, Renee@CDPH [mailto:Renee.Jackson@cdph.ca.gov]  
**Sent:** Monday, August 19, 2019 12:53 PM  
**To:** Anna Scott; Melissa Best-Baker  
**Subject:** Surveillance Program Grants - County of Inyo  
**Importance:** High

**RETURN ON OR BEFORE OCTOBER 31, 2019**  
**Grant Number: 19-10419**  
**County of Inyo**

Attached to this email are electronic grant documents needed for you to provide services to the California Department of Public Health (CDPH), Office of AIDS (OA). The following documents are attached:

- Grant with Exhibits
- CCC-4/2017
- Darfur Contracting Act
- Ca Civil Rights Form

**Please follow the instructions below:**

1. Print out four (4) copies of the Grant; pages 1-3 only (CDPH 1229).
2. Print out one (1) copy of the CCC-4/2017 Contractor Certification.
3. Print out one (1) copy of the Darfur Contracting Act (**initial only one of the three choices, complete and sign the bottom**).
4. Print out one (1) copy of the Civil Rights Form
5. Provide a Board Resolution: (**if applicable**) The Board Resolution/Board Motion should include the grant number **or** A copy of the letter/certification from the IRS confirming non-profit status (501C3)
6. A Certificate of Insurance **or** a letter of self-insurance that includes the following language in the description box:  
***"The State of California, it's officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under the contract."***

**For items 1 – 4, secure an original signature from the person authorized to sign, and return items 1 – 6 to the Office of AIDS. Please use blue ink, ensure that all fields are complete, and listed as COUNTY OF INYO.**

**PLEASE DO NOT STAPLE DOCUMENTS.**

\*The Department of Public Health has switched over to a new payment system that requires invoices, remittance addresses, Tax ID Forms and grants to have the same address listed in order to make payments through the State Controller's Office. Please verify that the remittance information that is listed on page 2 of Form CDPH 1229, and the information that is listed on Form CDPH 9083 matches. If there is an error, please contact me directly via email.

Upon completion, please return original documents (items 1 – 6) to the Office of AIDS:

**CDPH/Office of AIDS**  
**HIV Program Contracts Unit**  
**1616 Capitol Avenue, Ste. 616 / MS 7700**  
**Sacramento, CA 95814**  
**Attention: Renee Jackson**



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Riannah Reade

**SUBJECT:** Amend FY 19/20 Sheriff Safety Budget and ratify US DEA agreement.

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**RECOMMENDED ACTION:**

Request Board:

A) amend the Fiscal Year 2019-2020 Sheriff Safety Budget 022710 as follows: increase estimated revenue in Federal Grants Revenue Code No. 4555 by \$2,500 and increase appropriation in Overtime Object Code 5003 by \$2,500 (*4/5ths vote required*); and

B) ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration of United States for the provision of Organized Crime Drug Enforcement Task Forces FY 2019 Agreement in an amount not to exceed \$2,500 for the period of April 1, 2019 through September 30, 2019, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

US DEA has grant funds available for overtime costs associated with illegal cannabis eradication. The Sheriff's office overtime costs are paid by the general fund from the Sheriff Security Budget Budget 022710. The Sheriff's office has a separate grant through US DEA for illegal cannabis eradication that pays for up to \$1,400 in supplies for eradication activities. If approved, these funds will help offset costs to the general fund.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this agreement. This is not recommended; although small, any amount to offset the burden to the general fund should be considered.

**OTHER AGENCY INVOLVEMENT:**

Auditor's office  
Budget Officer  
County Counsel  
Purchasing Officer  
US DEA

**FINANCING:**

Overtime costs for illegal cannabis eradication are paid from the Sheriff Safety Budget 022710 Overtime Object Code 5003

**ATTACHMENTS:**

1. 2019 US DEA OCDETF grant

**APPROVALS:**

Riannah Reade

Darcy Ellis

Denelle Carrington

Riannah Reade

Amy Shepherd

Marshall Rudolph

Created/Initiated - 8/28/2019

Approved - 8/29/2019

Approved - 9/3/2019

Approved - 9/19/2019

Approved - 9/20/2019

Final Approval - 9/20/2019

**IMPORTANT and SIGNIFICANT  
CHANGES FY 2019**

**RULE 40 WAIVER NO LONGER APPLIES**

Please read NEW Addendum A & B  
For NEW reimbursement criteria

Regular and 0 hrs requirements for reimbursement  
Are NEW

**ALSO**

**REIMBURSEMENT SUBMISSION**

**DEADLINES TO BE**

**STRINGENTLY ENFORCED**

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**FY 2019 Agreement**  
**FOR THE USE OF THE STATE OR LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 022582071  
Federal Tax Identification #: 95-6005445

UFMS Doc#: \_\_\_\_\_  
DC#: \_\_\_\_\_

Amount Requested:  
\$ 2,500.00  
Number of Officers Listed: 87

OCDETF Investigation / Strategic Initiative  
Number: PA-CAE-0531  
Operation  
Name: OPERATION Green Desert

From: April 1, 2019  
Beginning Date of Agreement  
To: September 30, 2019  
Ending Date of Agreement

Federal Agency Investigations:  
Number: RZ-19-0006

State or Local Organization  
Narcotics Supervisor: Kelvin Johnston  
Telephone Number: (760) 873-8705  
E-mail Address: kjohnston@inyocounty.us

State or Local Organization Name:  
Inyo County Sheriff's Department  
Address to receive OCDETF paperwork (no PO Boxes):  
ATTN: Inyo County Sheriff's Department  
P.O. Drawer S  
Independence, CA 93514

Sponsoring Federal Agency(ies):  
Drug Enforcement Administration (DEA)

Sponsoring Federal Agency  
Group/Squad Supervisor: A/RAC Jay Both  
Telephone Number: (661) 396-3736  
E-mail Address: Jay.J.Both@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Lauri Harner  
Telephone Number: (760) 878-0386  
E-mail Address: lharner@inyocounty.us



This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: \_\_\_\_\_  
*Authorized State or Local Official                      Title                      Date*

\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee                      Date*

\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDEF Coordinator                      Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDEF Director                      Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: \_\_\_\_\_  
*OCDEF Executive Office                      Date*

Approving Official: \_\_\_\_\_  
*OCDEF Executive Office                      Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS  
ASSIGNED TO PARTICIPATE IN THE STATE AND  
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC  
INITIATIVE PROGRAMS**

State or Local Organization: Inyo County Sheriff's Department

OCDETF Investigation / Strategic Initiative Number: PA-CAE-0531

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Kelvin Johnston	Investigator	
2.	Nate Derr	Sgt.	
3.	Mike Durban	Investigator	
4.	Franklin Landaverde	Cpl.	
5.	Kyle Oney	Deputy	
6.	Dennis Saulgue	Deputy	
7.	Mike Atkins	Deputy	
8.			
9.			
10.			



**ADDENDUM B**  
**OCDETF Pacific Region**

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime (“Agreement”) is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group (“RCG”). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

**State or Local Agency Narcotics Supervisor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
5. OCDETF State and Local Overtime funds are *not* to be used for:
- a. equipment procurement
  - b. agency operational subsidies
  - c. purchases of evidence
  - d. payments to confidential informants
  - e. reimbursements to anyone other than sworn law enforcement officers.
  - f. reimbursement of compensation time earned in lieu of overtime payment
6. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$ 18,343.75 from any Federal source this fiscal year.

**Acknowledged:**

_____ <i>Authorized State or Local Official</i> (Name and Signature)	_____ <i>Title</i>	_____ <i>Date</i>
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# County of Inyo



## County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board ratify and approve the July 1, 2019- June 30, 2022 Memorandum of Understanding between the County of the Inyo and the Law Enforcement Administrators Association (LEAA).

**SUMMARY/JUSTIFICATION:**

Your Board has given direction regarding negotiations on the current contract with the Law Enforcement Administrator's Association (LEAA). At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with LEAA.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The increased costs will be absorbed in the Sheriff's Department Budget this fiscal year. Future year increases will be addressed during the budget process.

**ATTACHMENTS:**

1. LEAA MOU 2019-2022

**APPROVALS:**

Sue Dishion  
Darcy Ellis  
Sue Dishion  
Amy Shepherd

Created/Initiated - 9/25/2019  
Approved - 9/25/2019  
Approved - 9/25/2019  
Approved - 9/25/2019

Marshall Rudolph

Final Approval - 9/25/2019

# **MEMORANDUM OF UNDERSTANDING**

*between*

**INYO COUNTY LAW ENFORCEMENT  
ADMINISTRATORS ASSOCIATION**

*and*

**COUNTY OF INYO**

*July 1, 2019 - June 30, 2022*

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**COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
  
THE COUNTY OF INYO  
AND  
THE INYO COUNTY LAW ENFORCEMENT ADMINISTRATOR'S  
ASSOCIATION**

**2019-2022**

**Section 1 – Introduction**

**Article 1 - Recognition**

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Law Enforcement Administrators Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act, Government Code Section 3500 *et seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

**Article 2 - Not applicable**

**Article 3 - Non-Discrimination**

- Section 1: The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code Sections 3500 to 3511.
- Section 2: The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- Section 3: Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

**Article 4 - Personnel Rules and Regulations**

The County of Inyo Personnel Rules and Regulations are hereby incorporated by reference and, except as provided in this Memorandum of Understanding, govern the terms and conditions of employment.

**Article 5 - Membership**

The Association represents the following management positions;

Undersheriff:	Sheriff's Department
Lieutenants:	Sheriff's Department
Chief Investigator:	District Attorney

**Article 6 - Merit System Membership**

Those positions represented by the Association shall be part of the County Merit System, with the terms and conditions of their employment governed by the County Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. The County shall amend the current Merit System rules as necessary to comply with this section.

**Section 2 - Salaries / Additional Compensation**

**Article 1 - Salaries**

Section 1: The positions represented by the Association are flat salaried positions subject only to benefits as addressed by this MOU.

Undersheriff:	SC85, SD85, SE85
Lieutenant:	SC81, SD81, SE81
Chief Investigator:	SC81, SD81, SE81

Section 2: 2% COLA: July 11, 2019  
2% COLA: July 9, 2020  
2% COLA: July 8, 2021

**Equity Adjustment:**  
July 11, 2019 – 1.5%  
July 9, 2020 – 1.5%  
July 8, 2021 – 1.5%

For a total of a 3.5% increase per year

Addition of an F Step to the salary table which is a 5% increase above E Step. Employees currently at E step will move to F Step upon ratification of the contract. Any other Classic Member that is not currently at E Step, will be moved up one step upon ratification. The employee's anniversary will not change upon ratification (For example, if their next step is due in March 2020, they will receive their next step increase in March 2020.)

### **Article 2 - Longevity Pay**

At year 6 on the anniversary date the employee will receive a 1 percent increase to the base salary and will receive a ½ percent increase every year after until employee reaches a total of 8 percent and 20 years of service.

### **Article 3 - Bilingual Pay**

The County agrees to compensate members who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

- Spanish I – Those who can communicate with the public will receive an additional two percent (2%) of base pay.
- Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.
- Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.

Upon passing the testing procedure administered by Cooperative Personnel Services (CPS), Department Heads will assign the level which they qualify to the employee.

### **Article 4 – Uniforms**

1. Uniform allowance to be paid in the amount of \$38.46 per pay period.
2. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Member. The determination as to replacement or repair shall be made by the Department. Normal wear and tear is not included.

### **Article 5 - Out of Classification Pay**

In the event a represented employee is temporarily assigned for a period of more than 5 working days to a position with a higher salary range that member shall have his or her salary increased to the amount of the higher range for the duration of the assignment. The increase is retroactive to the first day of the assignment.

## Article 6 - Other Safety Compensation

### A. Education Incentive:

1. County agrees to compensate Members holding Associate College degrees and/or an Intermediate Certificate issued by Peace Officers Standards and Training an additional 5 percent (5%) of the Members base pay.
2. County agrees to compensate Members holding Bachelor College degrees and/or an Advanced Certificate issued by Peace Officers Standards and Training an additional 5 percent (5%) of the Members base pay.
3. County agrees to compensate Members holding a Supervisory Certificate issued by Peace Officers Standards and Training an additional 5 percent (5%) of the Members base pay.
4. County agrees to compensate Members possessing a Masters Degree in a field applicable to Law Enforcement Management and/or a Management Certificate from Peace Officers Standards and Training an additional 6 percent (6%) of the Members base pay.

Stand-By Pay: Employees requested by the Department Head to serve in an after-hours response capacity will receive \$100 per day for performing standby duties on Saturday and Sunday and any county recognized holiday.

B. Safety Equipment: The County agrees to supply the following safety equipment to Members. If Members wish to purchase equipment that is not standard issue, they may do so at their own expense. All equipment shall meet Departmental approval prior to use.

*Gun*  
*Holster*  
*Sam Browne belt and accessories*  
*Baton and holder*  
*Handcuff case and handcuffs*  
*Flashlight including batteries*  
*Ammunition and holder*  
*Safety helmet*  
*Body armor*  
*Parka Rain gear (pants and jacket)*

Association agrees to waive all claims for sums expended by its Members to purchase equipment.



- C. Expert Pay: All members who qualify as "Expert" or higher at a quarterly qualification shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the Department once each quarter with a Department appointed firearms instructor. For those members unable to participate in the designated shoot due to vacation, illness or other reasons acceptable to the Department, the Department may schedule a make-up qualifying shoot. A member may have only one attempt to qualify as Expert or higher for this additional compensation each quarter. The Firearms Instructor will designate, in accordance with Department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".
- D. Additional Compensation in "Times of Emergency" - In times of declared disaster/emergency, State or Federal, those members assigned to that disaster/emergency shall be compensated for overtime at the rate of time and one-half upon the receipt of reimbursement funds by the County from the State or Federal government for the members work that meets the requirements for the reimbursement rate of time and one-half. This additional compensation shall be provided per the requirements of Resolution No. 94-15.

### **Section 3 - Leave**

#### **Article 1 - Vacation**

Vacation accrual rates and use of vacation are defined in the County Personnel Rules and Regulations Manual.

1. The maximum amount of vacation days, which may be accrued, shall be 280 hours (35 days).
2. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternate vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.
3. In the event an employee would cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

The Association understands that the County is under no obligation to change vacation benefits for DSA employees and that an agreement providing for no changes to vacation benefits for DSA employees would result in no changes to LEAA represented employees.

## **Article 2 - Holidays**

Association Members shall be entitled to the following legal holidays:

*January 1 (New Years Day)*  
*Third Monday in January (Martin Luther King Day)*  
*February 12 (Lincoln's Birthday)*  
*Third Monday in February (Presidents Day)*  
*Last Monday in May (Memorial Day)*  
*July 4 (Independence Day)*  
*First Monday in September (Labor Day)*  
*September 9 (California Admissions Day)*  
*Second Monday in October (Columbus Day)*  
*November 11 (Veterans Day)*  
*Thanksgiving Day*  
*Friday immediately following Thanksgiving Day*  
*December 25 (Christmas)*  
*Christmas Eve and New Years Eve (See below)*

All regular employees eligible therefore under Rule 818 of the Personnel Rules shall be entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. The employee's Department head shall determine upon which of the alternative days the employee may take such leave. Department heads shall schedule such leaves in a manner, which ensures continuation of regular County business with a minimum degree of disruption. If an employee cannot be excused on either day, the employee shall be entitled to the leave at some other time convenient to the Department.

Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If any of the above-designated holidays falls on a Saturday, the preceding Friday is a holiday. If any of the above designated holidays falls on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to regulations prepared by the Department Head.

## **Article 3 - Sick Leave**

There shall be no payoff of accrued unused sick leave upon termination or retirement.

## **Article 4 - Leave Pool**

Association members are all currently involved in the County Leave Pool as such continue to be involved on an equal basis with DSA members.

**Article 5 - Administrative Leave**

- Section 1: The County shall grant employees 76 hours of Administrative hours each fiscal year.
- Section 2: Administrative hours will be granted each July 1 and must be exhausted by the following June 30. Administrative hours will not accrue from one fiscal year to the next.
- Section 3: Administrative hours will not be paid should an employee terminate, for any reason, from County services.
- Section 4: An employee requesting administrative hours shall give a minimum of 48 hours notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.
- Section 5: New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

July 1- October 31 .....	9.5Days
November 1- February 28.....	5.5 Days
March 1 - June 30.....	2 Days

**Section 4 - Other Benefits**

**Article 1 - Insurance**

- Section 1: The County shall maintain the existing health (including PORAC Premier), dental, vision, long-term disability and life insurance and shall continue them on an equal basis for those benefits.
  - A. Dental  
County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefits for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.
  - B. Optical  
County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.
  - C. Life  
County agrees to pay 100% of the premium for life insurance during the term of this MOU.
  - D. Short-Term Disability  
County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related

disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator.

E. Long-Term Disability

County agrees to pay 100% of the insurance premium for existing Long-Term Disability Program for the term of this MOU.

Section 2: Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 3: County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

Section 4: Employees who have other medical coverage and have opted out of the County's Medical Plan will receive the following:

Employee Only:	\$92.31 per pay period
Employee + 1:	\$184.62 per pay period
Family:	\$276.93 per pay period

Section 5: If and when the County is allowed or becomes eligible to participate in a Two-Tier Medical Insurance System allowing the discontinuation or modification of retiree medical benefits for new hires, LEAA agrees to meet and confer on implementation of the Two-Tier Medical Insurance System.

## **Article 2 - Retirement**

### **PERS Employee hired prior to January 1, 2013 (Classic)**

1. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.
2. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
3. The member will pay for the other half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
4. PERS benefit to safety employees shall consist of:
  - a. The "highest year" computation for these employees will be based on highest one year's salary.
  - b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.

- c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).
- d. All other provisions as amended in the County PERS contract.

**Employees hired after January 2013 (PEPRA)**

Employees will receive 2.7% at 57 and employees will be required to pay at least 50 percent (50%) of normal cost toward retirement.

**Section 5 - Policy and Procedures**

**Article 1 - No Smoking Policy**

County and Association agree to a non-smoking policy as a condition of employment for new hires.

**Article 2 - Drug and Alcohol Policy**

- A. Association agrees to the County Alcohol and Drug Abuse Policy as last amended. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. County also agrees that members who are required by the Department to undergo an alcohol or drug test as described in the policy will:
  - 1. be entitled to a second sample and independent analysis of the second samples; and
  - 2. be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.
- B. The Association also agrees to the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation Resolutions as last amended.

**Article 3 - Employee Assistance Program**

The County will provide represented employees with the same employee assistance program as provided to its other merit system employees.

**Article 4 - Travel Pay**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

### **Article 5 - Educational Reimbursement**

The County agrees to reimburse educational expenses up to a maximum of \$350.00 per fiscal year, per Member for tuition and books.

- The Member must be engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County and is approved by the Department Head.
- The Member must complete the course work with a grade of "passing" or higher and submit a final grade report and a receipt for books purchased.
- If a Member makes a commitment to attend course work either in-county or out-of-county, the Department will make every attempt to accommodate a Member's request for duty scheduling to allow for successful course completion.
- The Member will be required to utilize leave time if time off is in excess of normally scheduled time off and is required for successful course completion.
- If the Department grants scheduling priority to a Member and such a priority causes other Members to receive undesirable shift work or not receive the normal rotational shift change, the Department will not be subject to grievance issues.

### **Article 6 - Mistaken Overpayments**

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of the overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

### **Article 7 - Elevation to Elected Office**

In the event an Association member is elected to any County office, the Member may carry over to the new position 120 days of sick leave for the sole purpose of converting such sick leave to service credit at the time of retirement.

In the event an elected office is vacated by an elected official, a represented employee temporarily assigned the duties of that elected official shall have his salary increased to the amount the elected official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

### **Article 8 - Discipline & Grievance Procedure**

Employee grievances and discipline shall be handled in accordance with the County Personnel Rules and Regulations. Selection of Hearing Officer shall be mutually agreed upon by both parties and to be selected from a list provided by Mr. Curtis Lyon of the State Mediation and Conciliation Service.

This Memorandum of Understanding hereby incorporates by reference the provisions of sections 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act.

**Article 9 - Personnel Complaints per Section 832.5 of the California Penal Code**

Personnel complaints will be taken as required by law.

In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in Sections 3300 through 3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the investigator's report along with the reason, if known.

**Article 10 - Administrative Reorganization**

If Department lay-offs are required, those having a below standard evaluation at last annual evaluation will be laid off first, and thereafter, layoffs will be made by seniority. Seniority shall be determined first by rank, then by length of service within a rank and finally by length of service with the Department.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

**Section 6 - Other Terms**

**Article 1 - Authorized Agents**

Authorized agents, for the purpose of administering the terms and provisions of this Memorandum of Understanding shall be:

*County:*  
County Administrative Officer  
P.O. Box N  
Independence, CA 93526

*Association:*  
Inyo County Sheriff's Department  
Attn: LEAA President  
P.O. Drawer S  
Independence, CA 93526

## **Article 2 - No Strike- No Lockout**

- Section 1: The Association, its officers, agents, representatives and or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out or any other job action by withholding or refusing to perform services.
- Section 2: The County agrees that it shall not lockout the represented employees during the term of this MOU. The term "lockout" is hereby defined so as to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work employees of the County in the exercise of it's rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- Section 3: Any employee of the County who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including termination.
- Section 4: In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

## **Article 3 - Emergency Waiver**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this MOU or the Personnel Rules of the County, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

## **Article 4 - Re-opener**

- Section 1: Either the Law Enforcement Administrators Association or the County may reopen this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.



Section 2: The parties shall reopen any provisions of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

#### **Article 5 - Employee Organizational Rights and Responsibilities**

#### **Article 6 - Separability**

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

#### **Article 7 - Sole and Entire MOU**

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Section 2: The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

#### **Article 8 - Term of MOU**

The term of this Memorandum of Understanding shall continue in full force and effect until June 30, 2022. The County will provide each employee represented by the Association a copy of this and all subsequent MOU's.

**Article 9 - Ratification and Execution**

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 1st day of October 2019.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
LEAA President

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Chairperson, Board of Supervisors

**Article 9 - Ratification and Execution**

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 1st day of October 2019.

DATED: 9/25/19

SIGNED:   
LEAA President

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Chairperson, Board of Supervisors

**LEAA - LAW ENFORCEMENT ADM ASSISTANTS  
EFFECTIVE OCTOBER 3, 2019  
(Retro Back to 07/11/19)  
2% COLA + 1.5% EQUITY ADJUSTMENT  
TOTAL OF 3.5% INCREASE**

Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	6,620	6,953	7,288	7,673	8,054	8,457
079SD	6,951	7,300	7,655	8,056	8,457	8,880
079SE	7,368	7,739	8,115	8,540	8,965	9,413
081SC	6,852	7,196	7,546	7,939	8,337	8,754
081SD	7,195	7,556	7,923	8,339	8,753	9,191
081SE	7,628	8,011	8,398	8,838	9,278	9,742
083SC	7,093	7,448	7,810	8,221	8,627	9,058
083SD	7,447	7,820	8,199	8,629	9,058	9,511
083SE	7,896	8,289	8,692	9,147	9,602	10,082
085SC	7,341	7,711	8,083	8,506	8,929	9,375
085SD	7,709	8,096	8,489	8,931	9,375	9,844
085SE	8,171	8,583	8,997	9,467	9,937	10,434

**LEAA - LAW ENFORCEMENT ADM ASSISTANTS  
EFFECTIVE JULY 09, 2020  
2% COLA + 1.5% EQUITY ADJUSTMENT  
TOTAL OF 3.5% INCREASE**

Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	6,852	7,196	7,543	7,942	8,336	8,753
079SD	7,194	7,556	7,923	8,338	8,753	9,191
079SE	7,626	8,010	8,399	8,839	9,279	9,742
081SC	7,092	7,448	7,810	8,217	8,629	9,060
081SD	7,447	7,820	8,200	8,631	9,059	9,513
081SE	7,895	8,291	8,692	9,147	9,603	10,083
083SC	7,341	7,709	8,083	8,509	8,929	9,375
083SD	7,708	8,094	8,486	8,931	9,375	9,844
083SE	8,172	8,579	8,996	9,467	9,938	10,435
085SC	7,598	7,981	8,366	8,804	9,242	9,703
085SD	7,979	8,379	8,786	9,244	9,703	10,189
085SE	8,457	8,883	9,312	9,798	10,285	10,799

**LEAA - LAW ENFORCEMENT ADM ASSISTANTS  
EFFECTIVE JULY 08, 2021  
2% COLA + 1.5% EQUITY ADJUSTMENT  
TOTAL OF 3.5% INCREASE**

Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	7,092	7,448	7,807	8,220	8,628	9,059
079SD	7,446	7,820	8,200	8,630	9,059	9,513
079SE	7,893	8,290	8,693	9,148	9,604	10,083
081SC	7,340	7,709	8,083	8,505	8,931	9,377
081SD	7,708	8,094	8,487	8,933	9,376	9,846
081SE	8,171	8,581	8,996	9,467	9,939	10,436
083SC	7,598	7,979	8,366	8,807	9,242	9,703
083SD	7,978	8,377	8,783	9,244	9,703	10,189
083SE	8,458	8,879	9,311	9,798	10,286	10,800
085SC	7,864	8,260	8,659	9,112	9,565	10,043
085SD	8,258	8,672	9,094	9,568	10,043	10,546
085SE	8,753	9,194	9,638	10,141	10,645	11,177



# County of Inyo



## County Administrator - Recycling & Waste Management/Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Kelley Williams, Cap Aubrey

**SUBJECT:** Consideration of a Waiver of Green Waste Disposal Fees during Inyo County Free Green Waste Disposal events.

---

**RECOMMENDED ACTION:**

Request Board consider approving and authorizing the Chairperson to sign Resolution No. 2019-45, waiving gate fees for green waste disposal at all Inyo County Landfills on Saturday, November 2, 2019 and Sunday, November 3, 2019 and quarterly thereafter on the third weekends of January, April, July and October of each year until changed by Board consensus.

**SUMMARY/JUSTIFICATION:**

The U.S. fire suppression policies have largely kept fire from playing its natural role, resulting in unnaturally high "fuel" levels in forests and other areas throughout the Country.

Removing fire from ecosystems that depend on it to stay healthy, coupled with more people living in flammable natural areas, have created a costly and dangerous wildfire problem. Fires are a part of the natural ecology, and living adjacent to the wilderness means living with a constant threat of fire. Fire, by nature, is an unpredictable and often an uncontrollable force.

We need to find ways to restore fire to places that need it, while protecting homes and communities. As a community, we need to learn how to live more safely with fire. Through advanced planning, understanding and preparation, we can all be partners in the wildland fire solution.

Living next to a dense vegetation area, the Wildland-Urban Interface (WUI), landowners should provide firefighters with the defensible space they need to protect their homes. Unmanaged vegetation around homes increases the risk of wildfire spreading throughout the community, and endangering lives and property. Creating a buffer zone by removing weeds, brush, and other vegetation helps slow or halt the spread of fire to a structure.

The Inyo County Office of Emergency Services has been reaching out to the communities throughout Inyo County with wildfire prevention education, and by participating in numerous disaster preparedness events.

Sponsoring frequent promotional opportunities, such as free green waste disposal events, is another strategy to help encourage neighborhoods to jointly collaborate in a community-wide effort to actively contribute to reducing the risk of a wildland fire.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

In April of 2019 in support of Earth Day, and again in July of 2019, your Board approved similar resolutions waiving the green waste disposal gate fees. This being the third green waste disposal gate fee waiver within a 9 month period shows the County's continued commitment to being proactive in helping to reduce wildfire risk throughout Inyo County.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not waive these fees, but to be effective, wildfire preparedness and mitigation activities need to involve the "whole community". By waiving the "Green Waste" disposal gate fees, it helps to encourage Inyo County residents to be proactive in managing the dead and dry vegetation around their personal property.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

If your Board approves waiving these fees, it is unknown how much green waste will be received at the landfills. Once the amount has been determined, this amount can be used to provide cost match for funding that is received through the Emergency Management Performance Grant.

**ATTACHMENTS:**

1. Green Waste Fee Waiver Resolution October 2019

**APPROVALS:**

Leslie Chapman	Created/Initiated - 9/20/2019
Darcy Ellis	Approved - 9/20/2019
Leslie Chapman	Approved - 9/20/2019
Amy Shepherd	Approved - 9/20/2019
Marshall Rudolph	Approved - 9/20/2019
Leslie Chapman	Final Approval - 9/26/2019

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR GREEN WASTE IN SUPPORT OF COMMUNITY WILDFIRE PREVENTION AND VEGETATION MANAGEMENT**

**WHEREAS**, Wildfire is a serious threat to lives, property and natural resources in Inyo County; and

**WHEREAS**, maintaining a defensible space around structures is one of the most effective means to slow or halt the spread of wildfire; and

**WHEREAS**, to help encourage Inyo County residents to become more proactive in vegetation management around their homes and private properties, the County of Inyo-Office of Emergency Services has requested to waive green waste disposal gate fees at all landfills on Saturday and Sunday, November 2<sup>nd</sup> and 3<sup>rd</sup>, 2019, and quarterly thereafter on the 3<sup>rd</sup> weekends of January, April, July and October of each year until changed by Board consensus.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and green waste disposal fees for all Inyo County residents, excluding commercial haulers and landscaping contractors, at all Inyo County landfills on Saturday and Sunday, November 2<sup>nd</sup> and 3<sup>rd</sup>, 2019, and quarterly thereafter on the 3<sup>rd</sup> weekends of January, April, July and October of each year until changed by Board consensus.

**PASSED AND ADOPTED** on this 1<sup>st</sup> day of October, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Clint Quilter

**SUBJECT:** Regional Dispatch

---

**RECOMMENDED ACTION:**

Request Board: A) conduct workshop regarding regional dispatch; and B) authorize expenditure of up to \$25,000 to fund 25% of a feasibility study.

**SUMMARY/JUSTIFICATION:**

The Inyo County Sheriff Department currently houses the Public Safety Answering Point (PSAP) used to dispatch law, fire, and emergency medical services personnel for all Inyo County, except the City of Bishop. This facility is located in the Independence jail.

Two additional PSAPs exist in the region – one operated by Mono County Sheriff and housed in the Bridgeport jail and the other by the City of Bishop and housed in the Bishop Police Department.

Over the past several months, executives and staff (including administrators and public safety personnel) from Mono County, Inyo County, the Town of Mammoth Lakes, and the City of Bishop have met to discuss the possibility and opportunity to consolidate our three separate PSAPs into one and deliver regional dispatch services. Conceptually all of the players are on-board with performing and analysis, although it is clear that there are a great number of details which will need to be better understood and worked through before positive decisions can be made.

Luckily the concept of consolidated regional dispatch is not new to Mono and Inyo Counties. There is wide support from the California Governor's Office of Emergency Services (which oversees 911 operations in California), as well as examples of other jurisdictions throughout the state who have gone through or are going through efforts such as these.

Our intention is to better understand the issues, opportunities, and constraints associated with a consolidated regional dispatch solution by commencing a feasibility study and associated implementation plan for our environment and conditions. This set of reports will provide valuable information to each of our agencies and help us make a decision as to whether or not to move forward, and if moving forward is agreed to, the manner in which we should do so.

Staff will provide an overview of the discussion which has taken place to date within the group. It also requests Board approval to move forward with this effort by allocating a maximum of \$25,000 toward the effort. This money would be matched by equal contributions from other agencies and be used toward the development of the necessary study.



**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to participate in discussions regarding consolidated regional dispatch.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

\$25,000 is budgeted in Object Code 5265 in the CAO - General Budget (Budget Unit #010200)

**ATTACHMENTS:**

**APPROVALS:**

Clint Quilter	Created/Initiated - 9/23/2019
Darcy Ellis	Approved - 9/23/2019
Clint Quilter	Approved - 9/23/2019
Sue Dishion	Approved - 9/24/2019
Amy Shepherd	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Clint Quilter	Approved - 9/25/2019
Jeffrey Hollowell	Final Approval - 9/25/2019



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Emergency Services

**SUBJECT:** Continuation of Declaration of Local Emergency

---

**RECOMMENDED ACTION:**

Request Board discuss and consider continuation of the local emergency that was proclaimed as the result of Taboose Fire.

**SUMMARY/JUSTIFICATION:**

On the evening of September 4, 2019, a wildfire located southwest of Big Pine and northwest of the community of Aberdeen, began in the steep and rocky terrain at the base of the Eastern Sierras.

Fire crews worked throughout the night to suppress the now named Taboose Fire, to an estimated 380 acres with 30% containment.

The Taboose Fire jumped containment lines on the evening of September 7th, when sustained 40-50 mph winds produced spot fires, which reignited the area causing significant fire growth overnight. Within a 24 hour period, the Taboose Fire had increased in acreage to 10,500 and the fire containment was reduced to 10%.

Additional fire resources to help with suppression efforts arrived quickly and were aided by support from retardant and water drops from air tankers and helicopters.

Dry vegetation, hot temperatures and extreme erratic wind events, like the one that occurred on September 7th, will continue to be a threat to life and property until the Taboose Fire is fully contained. Inyo County is relying on the additional firefighting resources and support until the Taboose Fire is completely extinguished.

Protection of life and property must be the priority. As such, on September 10, 2019, your Board declared a local emergency by approving Resolution No. 2019-43, in order to help ensure adequate resources and equipment are available in a timely manner.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Kelley Williams  
Clint Quilter

Created/Initiated - 9/25/2019  
Approved - 9/25/2019  
Final Approval - 9/25/2019



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Emergency Services

**SUBJECT:** Continuation of Existence of Local Emergency

---

**RECOMMENDED ACTION:**

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/JUSTIFICATION:**

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 moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, 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.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Kelley Williams  
Clint Quilter

Created/Initiated - 9/24/2019  
Approved - 9/25/2019  
Final Approval - 9/25/2019



# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Emergency Services

**SUBJECT:** Continuation of Declaration of Local Emergency

---

**RECOMMENDED ACTION:**

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/JUSTIFICATION:**

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 routine 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.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Kelley Williams  
Clint Quilter

Created/Initiated - 9/25/2019  
Approved - 9/25/2019  
Final Approval - 9/25/2019



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meetings of September 10, 2019 and September 17, 2019.

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 9/24/2019  
Final Approval - 9/25/2019





# County of Inyo



## Public Works - Town Water Systems

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** October 1, 2019

**FROM:** Katie Paterson

**SUBJECT:** Public Hearing and Possible Approval of New Town Water System Rates

---

**RECOMMENDED ACTION:**

**PUBLIC WORKS - 11 A.M.** - Request Board: A) hold a public hearing to receive and consider input on proposed increases in the County's rates and charges for water service; and B) if the Board finds and determines that it has not received written protests to the proposed rates and charges from a majority of the affected parcels, then approve and authorize the Chairperson to sign Resolution No. 2019-46, approving new or increased rates for town water system services.

**SUMMARY/JUSTIFICATION:**

On February 5, 2019 Raftelis, Inyo County's consultant preparing the water rate study, presented a workshop to the Board. The workshop recommended transitioning to a flat rate billing rather than a consumption charge, and outlined current water rates, proposed rates and bill impacts as well as a surcharge to Independence rate-payers that would be imposed on Independence customers to pay back the cost of emergency repairs to transmission main between the systems storage tanks and town.

On June 5<sup>th</sup> and 6<sup>th</sup> Inyo County Public Works along with Raftelis hosted two workshops - one in Independence and one in Lone Pine. The workshops provided a chance for the community to come out and learn the steps in conducting a water rate study, proposed rates and bill impacts, additional water supply cost allocations and the fees associated with the Independence surcharge.

Two options for an overall increase to revenues were presented. Option 1 included a 30% increase in October 2019 with four annual 10% increases that would take place on July 1 of every year after. Option 2 included a 50% increase with a subsequent annual increases 10% the following July and 5% increases for three years after that. At these workshops, attendees were asked for their preference by show of hands. The overwhelming majority of each group preferred the 50% increase option (see attached).

Before the Board may impose new or increased fees (water rates), it must follow a notice and hearing process specified by the California Constitution (Article XIID, section 6, which was added by Proposition 218). The process involves mailing a notice to property owners about the proposed fee and advising them of the date/time/place of a public hearing regarding the proposed fee. The public hearing cannot be held less than 45 days after the mailing of the notices. After the public hearing, the County can impose the fee as long as it didn't receive written protests from a majority of the affected property owners.

On August 07, 2019 the County mailed notices in accordance with Proposition 218 to property owners and

tenants notifying them of the proposed rate increase and the date/time/place of the public hearing. Please see attached Public Notice outlining residential and non-residential water rate increases.

The public notice did not include the \$6.34 surcharge for the Independence rate payers that would have been applied in addition to their regular water bill. If approved this surcharge would be applied to each customer for a 5 year duration to pay back the cost of emergency repairs to the transmission main, including acquisition of a 12" HDPE line that will be converted to a permanent main line at a future date. As this issue is specific to the Independence residents, Public Works intends to bring this surcharge before the Board in the future for the Independence residents input and, if desired, the public hearing process for an Independence surcharge.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On February 5, 2019 Raftelis, Inyo County's consultant preparing the water rate study, presented a workshop to the Board. The workshop recommended transitioning to a flat rate billing rather than a consumption charge, and outlined current water rates, proposed rates and bill impacts as well as a surcharge to Independence rate-payers that would be imposed on Independence customers to pay back the cost of emergency repairs to transmission main between the systems storage tanks and town.

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Two options for an overall increase to revenues were presented. Option 1 included a 30% increase in October 2019 with four annual 10% increases that would take place on July 1 of every year after. Option 2 included a 50% increase with a subsequent annual increases 10% the following July and 5% increases for three years after that. At these workshops, attendees were asked for their preference by show of hands. The overwhelming majority of each group preferred the 50% increase option (see attached).

Before the Board may impose new or increased fees (water rates), it must follow a notice and hearing process specified by the California Constitution (Article XIID, section 6, which was added by Proposition 218). The process involves mailing a notice to property owners about the proposed fee and advising them of the date/time/place of a public hearing regarding the proposed fee. The public hearing cannot be held less than 45 days after the mailing of the notices. After the public hearing, the County can impose the fee as long as it didn't receive written protests from a majority of the affected property owners.

On August 07, 2019 the County mailed notices in accordance with Proposition 218 to property owners and tenants notifying them of the proposed rate increase and the date/time/place of the public hearing. Please see attached Public Notice outlining residential and non-residential water rate increases.

The public notice did not include the \$6.34 surcharge for the Independence rate payers that would have been applied in addition to their regular water bill. If approved this surcharge would be applied to each customer for a 5 year duration to pay back the cost of emergency repairs to the transmission main, including acquisition of a 12" HDPE line that will be converted to a permanent main line at a future date. As this issue is specific to the Independence residents, Public Works intends to bring this surcharge before the Board in the future for the Independence residents input and, if desired, the public hearing process for an Independence surcharge.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Ultimately increase revenue to the Town Water Systems by 50% in the initial year, additional 10% in FY 20/21, and an additional 5% in FY 21/22, FY 22/23, and FY 23/24.

**ATTACHMENTS:**

1. Inyo County Prop 218 Public Hearing Notice
2. Water System Rates Resolution

**APPROVALS:**

Katie Paterson	Created/Initiated - 9/19/2019
Darcy Ellis	Approved - 9/19/2019
Katie Paterson	Approved - 9/25/2019
Michael Errante	Approved - 9/25/2019
Marshall Rudolph	Approved - 9/25/2019
Amy Shepherd	Approved - 9/25/2019
Michael Errante	Final Approval - 9/25/2019



## NOTICE OF PUBLIC HEARING ON PROPOSED WATER RATE INCREASES

**NOTICE IS HEREBY GIVEN** that on Tuesday, October 01, 2019, at 11:00 a.m., a public hearing will be held at the Board of Supervisor's Room in the County Administration Center located at 224 North Edwards, in Independence, California to consider proposed increases in the County's rates and charges for water service. If the proposed rate increase is approved, the proposed rates will be effective October 1, 2019.

### WHY IS THE COUNTY PROPOSING RATE INCREASES?

Inyo County is committed to efficiently provide the highest quality services at the lowest possible rates for its water customers. To meet this commitment, the County evaluates the water system's operational and maintenance costs as well as infrastructure needs. Much of the Inyo County's Town Water Systems infrastructure has reached, or is reaching the end of its functional lifespan. The County hired Raffetis Financial Consultants, Inc. to prepare a detailed 2018 Water Rate Study to determine how best to recover the projected costs necessary to operate, maintain and provide capital infrastructure improvements needed to continue to deliver a reliable and safe water supply to our customers. The Board of Supervisors received the report on February 5, 2019 and based on the Water Rate Study, determined that rate adjustments are needed to continue providing a reliable water supply.

### PUBLIC HEARING AND PROTEST PROCEEDINGS

Any record owner of a parcel or tenant who is a water utility customer may submit a written protest to the proposed rate changes. Written protests may be submitted in person at the Public Hearing or mailed to the Board Clerk at P.O. Drawer N, Independence, CA 93526. Protests must be received before the close of the October 01, 2019 public hearing. Each protest must clearly identify the property or account (by assessor's parcel number or street address), reference the proposed water rate increases and must include the printed or typed name and signature of the property owner or tenant. To ensure the authenticity of protests, protests cannot be accepted by telephone, e-mail, or social media sites such as Facebook or Twitter. Oral comments at the public hearing will qualify as formal protests of the proposed rate increases only if accompanied by a written protest as described above. If a majority of the affected property owners or customers submit timely written protests, the County cannot adopt the proposed increases. The owner or tenant of any property receiving County service may submit a protest. However, only one protest per parcel will be counted. Written protests must be timely submitted, not withdrawn by the owner or tenant, and represent a majority (50% + 1) of the total number of parcels subject to the proposed charge in order to reject the proposed rate increases.

### ADDITIONAL INFORMATION

The utility rate study detailing the Water Systems budget and rate derivations that was presented in public meetings as well as the complete report from Raffetis will be available on the County's website at [www.inyocounty.us](http://www.inyocounty.us)

### PROPOSED BI-MONTHLY BASE SERVICE CHARGES

Currently, residential and non-residential customers pay a bi-monthly base service charge by meter size plus a minimum bi-monthly water usage fee of \$3.90 up to 12 consumption units. The County will maintain a bi-monthly structure, based on the proposed following **fixed flat rate**:

#### RESIDENTIAL CUSTOMERS:

Meter Size	Current Bi-Monthly Charge	Proposed Bi-Monthly Charge FY 2020	Proposed Bi-Monthly Charge FY 2021	Proposed Bi-Monthly Charge FY 2022	Proposed Bi-Monthly Charge FY 2023	Proposed Bi-Monthly Charge FY 2024
3/4"	\$60.66	\$88.72	\$97.60	\$102.48	\$107.62	\$113.02
Lifeline	\$32.28	\$44.38	\$48.82	\$51.28	\$53.86	\$56.56

Commercial rates can be found on the reverse side of this notice



## NOTICE OF PUBLIC HEARING ON PROPOSED WATER RATE INCREASES

### NON RESIDENTIAL CUSTOMERS:

Meter Size	Current Bi-Monthly Charge	Proposed Bi-Monthly Charge FY 2020	Proposed Bi-Monthly Charge FY 2021	Proposed Bi-Monthly Charge FY 2022	Proposed Bi-Monthly Charge FY 2023	Proposed Bi-Monthly Charge FY 2024
1"	\$84.72	\$147.84	\$162.64	\$170.78	\$179.32	\$188.30
1 1/2"	\$110.76	\$295.72	\$325.30	\$341.58	\$358.66	\$376.60
2"	\$131.62	\$473.14	\$520.46	\$546.50	\$573.84	\$602.54
3"	\$238.10	\$946.24	\$1040.88	\$1,092.94	\$1,147.60	\$1,204.98
4"	\$338.26	\$1,478.50	\$1,626.36	\$1,707.68	\$1,793.08	\$1,882.74
6"	\$561.58	\$2,957.02	\$3,252.74	\$3,415.38	\$3,586.16	\$3,765.48

If you have any questions regarding the proposed increases or how to submit a written protest, contact Katie Paterson, at (760) 878-0208 or [kpaterson@inyocounty.us](mailto:kpaterson@inyocounty.us)

Si desea recibir este aviso en español, póngase en contacto con Katie Paterson al (760) 878-0208 o por correo electrónico al [kpaterson@inyocounty.us](mailto:kpaterson@inyocounty.us)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING  
NEW OR INCREASED RATES FOR TOWN WATER SYSTEM SERVICES

WHEREAS, the County operates water systems in the towns of Laws, Independence, and Lone Pine, and has historically billed water system customers for services provided based on usage as measured by water meters; and

WHEREAS, the County commissioned a study by Raftelis to analyze the County's rates for water system services and offer recommendations for any rate adjustments; and

WHEREAS, the Raftelis study (entitled "Inyo County Water Department Water Rate Study" and incorporated herein by this reference) recommended that rates be increased over a period of years and that the County transition from a meter-based billing system to a flat fee approach, with different rates charged to residential and non-residential customers; and

WHEREAS, the Board considered those recommendations and directed staff to proceed with workshops and public noticing in order so that the Board could potentially adopt the recommended rates: and

WHEREAS, the County mailed written notices regarding the proposed new or increased rates for town water system services to affected property owners and water system customers in accordance with the requirements of Article XIID, section 6, of the California Constitution, informing them of their rights to protest the proposed rates and provide testimony at a public hearing, which was also duly noticed in the newspaper; and

WHEREAS, the County has conducted the public hearing and has tallied any written protests received, and has determined that it did not receive such protests from a majority of the total number of affected parcels; and

WHEREAS, based on the testimony presented at the public hearing as well as the oral and written staff reports also presented to the Board in connection with the hearing, the Board finds and determines that the service charges (water rates) set forth in this Resolution will not exceed the County's reasonable costs of providing the services for which the fees are charged, are not excessive or discriminatory, and that the manner in which those costs are allocated to the fee payers bears a reasonable relationship to the payers' benefits received from the services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo that the schedule of water rates for town water system services, attached as Exhibit A of this resolution, is hereby approved and the new or increased rates set forth in that schedule shall be effective immediately.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 1st day of October 2019, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Chairperson  
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Clint Quilter  
Clerk of the Board*

by: \_\_\_\_\_  
Darcy Ellis, Assistant

EXHIBIT "A"

RATES FOR TOWN WATER SYSTEM SERVICES\*

**RESIDENTIAL CUSTOMERS:**

<b>Meter Size</b>	<b>Bi-Monthly Charge FY 2019-20</b>	<b>Bi-Monthly Charge FY 2020-21</b>	<b>Bi-Monthly Charge FY 2021-22</b>	<b>Bi-Monthly Charge FY 2022-23</b>	<b>Bi-Monthly Charge FY 23-24</b>
3/4"	\$88.72	\$97.60	\$102.48	\$107.62	\$113.02
Lifeline	\$44.38	\$48.82	\$51.28	\$53.86	\$56.56

**NON RESIDENTIAL CUSTOMERS:**

<b>Meter Size</b>	<b>Bi-Monthly Charge FY 2019-20</b>	<b>Bi-Monthly Charge FY 2020-21</b>	<b>Bi-Monthly Charge FY 2021-22</b>	<b>Bi-Monthly Charge FY 2022-23</b>	<b>Bi-Monthly Charge FY 2023-24</b>
1"	\$147.84	\$162.64	\$170.78	\$179.32	\$188.30
1 1/2"	\$295.72	\$325.30	\$341.58	\$358.66	\$376.60
2"	\$473.14	\$520.46	\$546.50	\$573.84	\$602.54
3"	\$946.24	\$1040.88	\$1,092.94	\$1,147.60	\$1,204.98
4"	\$1,478.50	\$1,626.36	\$1,707.68	\$1,793.08	\$1,882.74
6"	\$2,957.02	\$3,252.74	\$3,415.38	\$3,586.16	\$3,765.48

\*Note: rates are shown as bi-monthly, but the County reserves the right to use monthly billing (at half the bi-monthly rate) in its discretion.