

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

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

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

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

### July 14, 2020 - 8:30 AM

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

### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9: one potential case. Circumstances: threatened litigation regarding proposed groundwater ordinance.
3. **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.
4. **PLEDGE OF ALLEGIANCE**
  5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  6. **PUBLIC COMMENT**
  7. **EMPLOYEE SERVICE RECOGNITION** – The Board of Supervisors will recognize employee service milestones reached during the First and Second Quarters of 2020.
  8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  9. **COVID-19 STAFF UPDATE**

**DEPARTMENTAL - PERSONNEL ACTIONS**

10. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Food Cook Supervisor exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal candidate, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Food Cook Supervisor, Range 58 (\$3,513 - \$4,274).
11. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a bilingual Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely that the bilingual Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$4,998 - \$6,079) or Psychotherapist at Range 81 (\$6,040 - \$7,345) with a five percent bilingual pay contingent upon qualifications.
12. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate; C) approve the internal recruitment and hiring of one (1) full-time Office Clerk III at Range 52 (\$3,057 - \$3,714); and D) authorize the backfill of any resulting vacancy through either an internal or external recruitment as appropriate.

13. **County Administrator - Information Services** - Request Board authorize, contingent upon approval of the Fiscal Year 2020-2021 Budget, issuance of a blanket purchase order in an amount not to exceed \$69,600, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the postage meter for Fiscal Year 2020-2021.
14. **County Administrator - Motor Pool** - Request Board authorize, contingent upon the adoption of the Fiscal Year 2020-2021 budget, issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires, for Motor Pool, Recycling Waste Management and Parks and Recreation: Bishop Ford, \$25,000; Bishop Automotive, \$50,000; Mr K's, \$20,000; Jim Charlon Ford, \$20,000; and Britt's Diesel, \$20,000.
15. **County Administrator - Motor Pool** - Request Board authorize, contingent upon the adoption of the Fiscal Year 2020-2021 Budget, issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Inyo Mono Body Shop of Bishop, CA for body repairs of Motor Pool vehicles.
16. **County Administrator - Recycling & Waste Management** - Request Board authorize, contingent upon adoption of the Fiscal Year 2020-2021 Budget, issuance of blanket purchase orders in the following amounts payable to the following vendors, for equipment parts, vehicle parts, maintenance of grounds and small tools for Recycling Waste Management, Motor Pool and Parks and Recreation: Steve's Auto Parts, \$15,000; Dave's Auto Parts, \$15,000; High County Lumber, \$15,000; Quinn, \$15,000; and Western Nevada Supply, \$20,000.
17. **Environmental Health** - Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of July 14, 2020 through June 30, 2021.
18. **Public Works** - Request Board: A) award the contract for the Runway 12-30 Rehabilitation Project at the Bishop Airport to Granite Construction Co. of Watsonville, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Granite Construction Co. of Watsonville, CA in the amount of \$6,487,274, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
19. **Public Works** - Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Terra Verde Renewable Partners, LLC of Larkspur, CA, approving the consent form authorizing the assignment to Terra Verde Energy, LLC of San Francisco, CA, retroactively effective January 1, 2018, with no other change in terms, conditions, or responsibilities as stated in the current contract dated April 17, 2017; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

20. **Sheriff** - Request Board: A) declare Lexipol of Aliso Viejo, CA a sole-source provider of policy manual updates and daily training bulletins; and B) authorize the issuance of a purchase order in an amount not to exceed \$21,639, payable to Lexipol of Aliso Viejo, CA for policy manual updates and daily training bulletins.

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

21. **Probation** - Request Board approve a proclamation declaring July 19th through 25th, 2020 as Probation Services Week in Inyo County.
22. **Water Department** - Request Board ratify and approve the contracts between the County of Inyo and Lower Owens River Project Memorandum of Understanding consultants Mark Hill and Bill Platts (dba Platts Consulting), serving as individual independent contractors, for the provision of LORP Biological Resources Consulting Services in the amount of \$15,220.00 for Mark Hill and \$15,220.00 for Bill Platts for a total combined amount not to exceed \$30,440.00 for the period of July 1, 2020 to June 30, 2021; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
23. **Public Works** - Request Board: A) review the emergency action approved at the July 7, 2020 meeting in regards to the repaving of Birchim Lane; and B) determine that there is a need to continue the emergency action in accordance with Public Contract Code Section 22050 (*4/5ths vote required*).
24. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Local Indigent Care Needs Program Grant Program agreement between the County of Inyo and the County Medical Services Program (CMSP) for a planning grant of \$50,000 to develop a financial and operational pro forma for a mobile health clinic, and authorize the HHS Director to sign.
25. **Health & Human Services** - Request Board ratify and approve the contract between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC for acute psychiatric inpatient services in an amount not to exceed \$50,000 for the period of July 1, 2020 to June 30, 2021, and authorize Chairperson to sign the contract and HIPAA Business Associate Agreement.
26. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of July 7, 2020.

**CORRESPONDENCE - ACTION**

27. **City of Bishop** – Request Board consolidate the General Municipal Election for City Council, Treasurer, and a Transaction and Use Tax Measure with the Statewide General Election to be held on November 3, 2020.

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

29. **PUBLIC COMMENT**



**From:** Harasick, Richard [Richard.Harasick@ladwp.com]  
**Sent:** Monday, March 16, 2020 3:28 PM  
**To:** Kammi Foote; Clint Quilter; Marshall Rudolph  
**Subject:** Consideration of Ordinance 1253

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Dear Board of Supervisors,

It has come to our attention that agenda item #25, consideration of Ordinance 1253, on your March 17, 2020 Board of Supervisors agenda will be considered tomorrow.

The City of Los Angeles Department of Water and Power (LADWP) believes this proposed Ordinance violates the California Constitution and the Inyo-Los Angeles Long Term Water Agreement.

As such, we request the item be deferred for a substantial amount of time so that discussion can occur at a staff level to address all concerns to both the County and LADWP.

If the item is approved, LADWP will take all necessary legal action in response.

Thank you for your consideration,

Richard F. Harasick  
Senior Assistant General Manager – Water  
City of Los Angeles Department of Water & Power

-----Confidentiality Notice-----

This electronic message transmission contains information from the Los Angeles Department of Water and Power, which may be confidential. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachment without reading or saving in any manner.



# COUNTY OF INYO

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## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Sue Dishion, Deputy Personnel Director

Date: July 1, 2020

Re: Employee Service Awards for 1<sup>st</sup> Quarter 2020 and 2<sup>nd</sup> Quarter 2020

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The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, July 14<sup>th</sup> at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) and be recognized.

Name	Hire Date	Years of Service	Department Head
Hayley Carter	02/26/15	5	Dave Stottlemyre
Dave Stottlemyre	01/05/15	5	Elected
Kim Geiger	02/01/95	25	Jeff Hollowell
Chris Connolly	01/17/05	15	Jeff Hollowell
Joe Seaton	02/01/10	10	Jeff Hollowell
Jill Patton	05/01/10	10	Jeff Hollowell
Ryan Reuther	04/23/15	5	Jeff Hollowell
Nicholas Rhoads	06/04/15	5	Jeff Hollowell
Jessica Allmon	06/18/15	5	Jeff Hollowell
Sarah Simpson	02/01/10	10	Jeff Thomson
Penni Brown	04/16/10	10	Jeff Thomson
Bryan Alex	04/23/15	5	Jeff Thomson
Bryce Donahue	04/23/15	5	Jeff Thomson
Alejandro Quezada	04/23/15	5	Jeff Thomson
John Jones	02/01/95	25	Leslie Chapman
Larry Miller	06/25/90	30	Leslie Chapman
Bittin Gillespie	01/15/15	5	Marilyn Mann
Sarah Downard	02/26/15	5	Marilyn Mann
Nora Rudder	06/19/00	20	Marilyn Mann
Gordon Greene	05/01/10	10	Marilyn Mann
Skye Milos	06/01/10	10	Marilyn Mann
Chris Preter	03/12/15	5	Mike Errante
Dale Renfro	05/08/00	20	Mike Errante
Lavon Sargent	02/12/15	5	Scott Armstrong



# County of Inyo



## Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Request to fill vacant Food Cook Supervisor position.

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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) Food Cook Supervisor exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal candidate, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Food Cook Supervisor, Range 58 (\$3,513 - \$4,274).

**SUMMARY/JUSTIFICATION:**

Due to a retirement effective 04/29/20, the Sheriff's Office will have (1) one Food Cook Supervisor position unfilled. The Sheriff's Office is currently recruiting to fill this vacancy. The hiring of this Food Cook Supervisor position falls within the Sheriff's current authorized strength.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to fill this vacancy. This would result in reduced staffing in the Jail Kitchen and a reduced supervision of the Kitchen team. It would also result in increased overtime costs and shift coverage deficits, negatively impacting existing staff.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department

Auditor's Office

**FINANCING:**

This position is currently budgeted in the FY 2020-2021 Department Requested Kitchen Budget 022701



**ATTACHMENTS:**

**APPROVALS:**

Jared Sparks	Created/Initiated - 4/21/2020
Darcy Ellis	Approved - 4/21/2020
Jared Sparks	Approved - 4/21/2020
Sue Dishion	Approved - 7/9/2020
Marshall Rudolph	Approved - 7/9/2020
Amy Shepherd	Approved - 7/9/2020
Riannah Reade	Approved - 7/9/2020
Jeffrey Hollowell	Final Approval - 7/9/2020



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Lucy Vincent

**SUBJECT:** Request to hire one full time bilingual Social Worker IV/Psychotherapist position in the Behavioral Health division.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a bilingual Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely that the bilingual Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$4,998-\$6,079) or Psychotherapist at Range 81 (\$6,040-\$7,345) with a five percent bilingual pay contingent upon qualifications.

**SUMMARY/JUSTIFICATION:**

A full time Social Worker IV/Psychotherapist position in the Behavioral Health Division will be vacant due to the resignation of an employee as of July 3, 2020. This position is one of three authorized Social Worker IV/Psychotherapist positions in the Child and Family Behavioral Health programs and is supervised by the HHS Behavioral Health Child and Family Program Chief. This position is part of a system of care that provides services primarily to youth ages four to eighteen and their families. The position is part of a team made up of HHS Specialists and clinicians that provide services to 90-100 youth and families. A primary target population is youth involved on the foster care system, youth involved in the juvenile justice system or youth with significant school issues as well as trauma. We are requesting a bilingual clinician in order to meet the needs of the underserved Spanish speaking population. It is both best practices as well as a MediCal requirement to offer services in our threshold language of Spanish. At this time, the BH clinic does not have a bilingual clinician to meet this need. This position would provide assessment for and carries a caseload of youth and families with emotional disturbance or co-occurring emotional disturbance and substance use disorders.

This position also takes active part in the behavioral health crisis intervention, including participation in on-call response. In this capacity the person in this position responds to and assesses crisis and urgent behavioral health situations and works to provide the support in the least restrictive environment.

The Department respectfully requests that your Board authorize the hiring of one full-time bilingual Social Worker IV or Psychotherapist, dependent upon the qualifications to fill the vacancy in the Behavioral Health Child and

Family Services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose to not to fill this vacancy. This would result in decreased access to services for the target population and puts Medi-Cal funds at risk. It would also result in increased overtime costs and coverage issues.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership especially with such as entities as the schools, Toiyabe, Child Welfare, Prevention and Juvenile Probation in addition to all other HHS divisions.

**FINANCING:**

This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Lucy Vincent	Created/Initiated - 6/19/2020
Darcy Ellis	Approved - 6/23/2020
Marilyn Mann	Approved - 7/9/2020
Meaghan McCamman	Approved - 7/9/2020
Melissa Best-Baker	Approved - 7/9/2020
Sue Dishion	Approved - 7/9/2020
Amy Shepherd	Approved - 7/9/2020
Marilyn Mann	Final Approval - 7/9/2020



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Lucy Vincent

**SUBJECT:** Request authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate; C) approve the internal recruitment and hiring of one (1) full-time Office Clerk III at Range 52 (\$3,057- \$3,714); and D) authorize the backfill of any resulting vacancy through either an internal or external recruitment as appropriate.

**SUMMARY/JUSTIFICATION:**

A full time Office Clerk III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity within the Department. The vacancy has occurred in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office. The team provides reception and linkage for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, F.I.R.S.T. and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services and access to Behavioral Health as the MediCal Specialty Mental Health Plan as well as the Drug MediCal plan.

The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office and when they call. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. In addition, this position acts as clerical support for the tele-psychiatry services and ensures the coordination of services for clients who receive medication services. During the pandemic, the Office Clerks continued to provide coverage of the office, including several days per week in person, to ensure that services continued for our vulnerable population and that urgent and crisis services are accessible. A number of vulnerable clients continued to come to the office to receive medication support as well as tele-health services. The position works closely with the BH nurses to ensure services are scheduled and coordinated. The Division continues to look for ways to increase efficiency in the use of the electronic health record as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

**FINANCING:**

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 92% in Mental Health (045200); 5% in Social Services (055800) and 3% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Lucy Vincent	Created/Initiated - 6/23/2020
Darcy Ellis	Approved - 6/23/2020
Marilyn Mann	Approved - 6/29/2020
Melissa Best-Baker	Approved - 6/29/2020
Sue Dishion	Approved - 7/9/2020
Amy Shepherd	Approved - 7/9/2020
Marilyn Mann	Final Approval - 7/9/2020



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board authorize, contingent upon approval of the Fiscal Year 2020-2021 Budget, issuance of a blanket purchase order in an amount not to exceed \$69,600, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the postage meter for Fiscal Year 2020-2021.

**SUMMARY/JUSTIFICATION:**

Information Services processes mail daily for various County departments. The cost of postage related to this activity is requested in the Information Services budget annually. Information Services uses Pitney Bowes postage to a machine selected through a competitive bid process and approved by your Board in February 2018, to apply postage to mail. The Pitney Bowes machine is metered and will only allow postage to be applied up to the amount on account with Pitney Bowes. Approximately every six months, Inyo County's postage account with Pitney Bowes is refreshed. The Auditor's Office has requested that a blanket purchase order be issued annually for the amount of estimated postage and that the cost of each postage refresh be applied towards the blanket purchase order.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this request in which case each postage refresh purchase would need approval through the County purchasing policy process.

**OTHER AGENCY INVOLVEMENT:**

Most County departments rely on postage service provided by Information Services.

**FINANCING:**

Funding for postage costs are requested in the FY 2020/21 Information Services 011801 / 5236 (Information Services Postage).

**ATTACHMENTS:**

**APPROVALS:**

Lavon Sargent

Darcy Ellis

Lavon Sargent

Marshall Rudolph

Amy Shepherd

Scott Armstrong

Created/Initiated - 7/6/2020

Approved - 7/6/2020

Approved - 7/6/2020

Approved - 7/7/2020

Approved - 7/7/2020

Final Approval - 7/7/2020



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Authorization to issue blanket purchase orders for vehicle maintenance, parts, and tires.

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**RECOMMENDED ACTION:**

Request Board authorize, contingent upon the adoption of the Fiscal Year 2020-2021 budget, issuance of blanket purchase orders in the following amounts payable to the following vendors for vehicle maintenance, equipment maintenance and purchase of tires, for Motor Pool, Recycling Waste Management and Parks and Recreation: Bishop Ford, \$25,000; Bishop Automotive, \$50,000; Mr K's, \$20,000; Jim Charlon Ford, \$20,000; and Britt's Diesel, \$20,000.

**SUMMARY/JUSTIFICATION:**

Both Motor Pool and Recycling Waste Management Departments utilize outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet and maintenance of assorted landfill equipment. Therefore, authorization is requested to open blanket purchase orders with the listed vendors in amounts that exceed \$10,000. These purchase orders will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. In the past somewhat higher amounts have been encumbered for this purpose. We have been able to reduce the amount due to the modernization of our fleet and the maintenance aspect of the contract with Enterprise Fleet Rental. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing separate purchase orders for each individual transaction would be used. The net effect will result in a delay every time a motor pool vehicle or a piece of landfill equipment requires service.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**



Included in the fiscal year 2020-2021 budgets for Motor Pool, Recycling Waste Management and Parks and Recreation. Object codes 5171 and 5173.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 6/26/2020
Darcy Ellis	Approved - 6/30/2020
Teresa Elliott	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Leslie Chapman	Final Approval - 7/9/2020



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Authorization to issue a blanket purchase order to Inyo Mono Body Shop

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**RECOMMENDED ACTION:**

Request Board authorize, contingent upon the adoption of the Fiscal Year 2020-2021 Budget, issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Inyo Mono Body Shop of Bishop, CA for body repairs of Motor Pool vehicles.

**SUMMARY/JUSTIFICATION:**

Motor Pool requests authorization to open a blanket purchase order for this vendor for body repairs of Motor Pool vehicles. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

Included in the Motor Pool budget 200100, for the requested 2020/2021 fiscal year budget, Object Code 5171.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott  
Darcy Ellis  
Teresa Elliott

Created/Initiated - 7/1/2020  
Approved - 7/1/2020  
Approved - 7/1/2020

Marshall Rudolph  
Amy Shepherd  
Leslie Chapman

Approved - 7/1/2020  
Approved - 7/7/2020  
Final Approval - 7/9/2020



# County of Inyo



## County Administrator - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Leslie Chapman

**SUBJECT:** Authorization to issue blanket purchase orders for parts for maintenance of Landfill Equipment and parts for Motor Pool vehicles and maintenance of grounds for Solid Waste, Motor Pool and Parks.

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**RECOMMENDED ACTION:**

Request Board authorize, contingent upon adoption of the Fiscal Year 2020-2021 Budget, issuance of blanket purchase orders in the following amounts payable to the following vendors, for equipment parts, vehicle parts, maintenance of grounds and small tools for Recycling Waste Management, Motor Pool and Parks and Recreation: Steve's Auto Parts, \$15,000; Dave's Auto Parts, \$15,000; High County Lumber, \$15,000; Quinn, \$15,000; and Western Nevada Supply, \$20,000.

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

Included in the Solid Waste budget 045700, Motor Pool budget 200100, and Parks budget 076900 for the requested 2020/2021 fiscal year budget, Object Codes 5171, 5173, 5182, 5301, 5311.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott

Darcy Ellis

Teresa Elliott

Marshall Rudolph

Amy Shepherd

Leslie Chapman

Created/Initiated - 6/26/2020

Approved - 6/26/2020

Approved - 6/26/2020

Approved - 6/28/2020

Approved - 6/29/2020

Final Approval - 7/8/2020



# County of Inyo



## Environmental Health

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Walt Kruse

**SUBJECT:** Designation of Idexx Laboratories, Inc. as a Sole-Source Provider and Approval of a Blanket Purchase Order for Lab Supplies

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**RECOMMENDED ACTION:**

Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of July 14, 2020 through June 30, 2021.

**SUMMARY/JUSTIFICATION:**

This is an annual request presented to your Board.

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All water testing conducted in the Inyo County lab is done via this enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The Inyo County laboratory is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification. Revenue from the water lab exceeds \$150,000 annually and is credited to the Environmental Health Department budget, which in turn provides adequate funding to operate the lab, including these purchases.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Changing to a different product would jeopardize continued State certification of the lab, which would result in the discontinuation of a valuable service to the community. Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times, and are much more labor intensive.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The laboratory supplies order will be paid through the Environmental Health Department budget (045400) object code 5201 and this amount has been included in the Fiscal Year 2020-2021 budget request.

**ATTACHMENTS:**

1. IDEXX Quote

**APPROVALS:**

Darcy Ellis  
Amy Shepherd  
Walt Kruse

Created/Initiated - 7/2/2020  
Approved - 7/2/2020  
Final Approval - 7/2/2020



December 12, 2019

4236

Laboratory Manager  
INYO COUNTY ENVIRONMENTAL HEALTH  
PO BOX 427  
INDEPENDENCE CA 93526 0427



Dear Valued Customer:

At IDEXX, our mission is to enhance the health and well-being of people worldwide. This mission is the driving force behind nearly everything we do – from a constant focus on the performance of our tests to the ever-expanding list of regulatory approvals and quality certifications that we hold. However, we know that we can't achieve our mission alone – and that is why we are grateful that you have chosen to use IDEXX products in your laboratory as we work together towards a common goal of protecting public health. In addition to our tests and accessories, we are proud to offer a wide range of programs and services that support this mission by helping our customers grow, learn, and better serve their communities:

#### **Introducing the IDEXX Water Academy**

We have heard from many of our customers that there is a need for better training and educational resources in their labs. Next year, we are excited to launch the IDEXX Water Academy: an online learning platform that provides expert training for laboratory managers, technicians, and other water professionals. Our e-learning courses are designed to enhance your skills, share laboratory best practices, and develop your career. Beginning in January 2020, this resource will be available at no charge to all IDEXX customers. To learn more, visit [www.idexx.com/wateracademy](http://www.idexx.com/wateracademy).

#### **Stay current with *Currents***

Last summer, we launched IDEXX *Currents* – a free online news site dedicated to the water quality industry. Visit [www.idexxcurrents.com](http://www.idexxcurrents.com) to read the latest articles from your peers and industry experts on a range of topics, including laboratory management, effective communication, compliance guidelines, and people management. New content is published weekly, so be sure to bookmark the page and return frequently.

#### **An unmatched customer experience**

Sometimes you just want to talk to a live person – and our Customer Service and Technical Support teams are here to help! With more than 100 years of collective experience in the water quality testing field, our team is up-to-date on the latest industry trends, agency rules, and testing protocols. Call anytime you need us.

#### **Legiolert®: Technology innovation to protect public health**

The newspaper headlines about Legionnaires' disease are frightening. We have heard from many laboratories who are looking for guidance about how they can help prevent this deadly disease from striking their community. Fortunately, IDEXX has developed the Legiolert Test, an easy-to-use test for *Legionella pneumophila* that can be run on the Quanti-Tray® Sealer PLUS. We also have a team of trained Water Safety Specialists who are on hand to help your laboratory understand this emerging public health concern and how you can keep your community safe.

#### **Your pricing for 2020**

Enclosed is a copy of your pricing for 2020, which will take effect on January 1, 2020. Please contact us at 1-800-321-0207 if you have any questions.†

We appreciate your business and look forward to serving you in 2020.

Sincerely,

Bob Sztukowski  
Senior Director and General Manager  
IDEXX Water





# Your pricing for IDEXX products

Part Number	Catalog Number	Description	Your Price†
98-08877-00	WP200I-18	Colilert-18 for 100 ml sample 200-pack	724.11
98-09221-00	WV120SBST-200	200-pack 120ml vessel w/ 100ml line, sodium thio & shrink band	128.95
98-09227-00	WQT2KC	Colilert/Colilert-18 Comparator predispensed in a Quanti-Tray/2000	28.82
98-11682-00	WP104	IDEXX vessel filled with 100ml Colilert/Colilert-18 Comparator	15.09
98-12973-00	WP200I	Colilert for 100 ml sample 200-pack	745.81
98-20748-01	WKIT 1001	Quanti-Cult - QC bacteria (3 - E coli, 3 - K. pneumoniae, 3 - P. aeruginosa)	254.78
98-21378-00	WQT100	100-pack sterile 51-Well Quanti-Trays ordered with DST tests	125.70
98-21675-00	WQT-2K	100-pack sterile 97-Well Quanti-Tray/2000 trays	171.40

†Pricing effective January 1, 2020. Your price list includes consumable products ordered between January and October 2019. For pricing on any other products, please contact your account representative.



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# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Michael Errante

**SUBJECT:** Award construction contract for the Runway 12-30 Rehabilitation Project at the Bishop Airport

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**RECOMMENDED ACTION:**

Request Board: A) award the contract for the Runway 12-30 Rehabilitation Project at the Bishop Airport to Granite Construction Co. of Watsonville, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Granite Construction Co. of Watsonville, CA in the amount of \$6,487,274, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

**SUMMARY/JUSTIFICATION:**

At the April 7, 2020 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the Project for bids. At the same meeting, the Board authorized the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the Project.

The scope of work for the Project includes of crack repair, planing, asphalt pavement removal, abandoned old runway light can removal, raising runway and taxiway edge light fixtures, subgrade preparation and compaction, full depth reclamation (FDR) of the existing asphalt pavements and base of the paved runway shoulders, asphalt stabilized base course, asphalt surface course, shoulder grading and paint marking.

On April 30, 2020 bids were opened for the Project. Three companies submitted the following bids (Base Bid plus Additive 1):

Bowman Asphalt Inc., Bakersfield, CA	\$8,997,064
Qualcon Contractors Inc., Minden, NV	\$6,753,316
Granite Construction Inc., Bakersfield, CA	\$6,487,274

All bids were reviewed by the County to determine responsiveness. Granite Construction Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

The FAA grant is anticipated to be awarded on or before July 14th.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

April 7, 2020 Approval of the Plans and Specifications for the Runway Rehabilitation Project

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid and construction contract for the Project, this is not recommended because the FAA grant is 100% reimbursable, and could be lost if no construction contract is awarded.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

The Project will be funded by the FAA's Airport Improvement Program, which will reimburse the County for one hundred percent (100%) of the cost of the Project. The reimbursable costs will be paid through budget unit 631100, Bishop Air Rehab Runway 12-30, object code 5700, Construction in Progress in the amount of \$6,487,274.

In anticipation of this project Public Works budgeted \$4,000,000 of the contract amount in the Preliminary Budget for Fiscal Year 2020/2021 to cover work completed before budget adoption.

**ATTACHMENTS:**

1. Bishop Runway Contract
2. Granite Bid
3. Bid Tab

**APPROVALS:**

Ashley Helms	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 6/2/2020
Ashley Helms	Approved - 7/7/2020
Breanne Nelums	Approved - 7/7/2020
Michael Errante	Approved - 7/7/2020
Marshall Rudolph	Approved - 7/7/2020
Amy Shepherd	Approved - 7/7/2020
Michael Errante	Final Approval - 7/7/2020

**AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
GRANITE CONSTRUCTION INC**

**for**

**RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0024-24-2020  
COUNTY PROJECT NO: TR-20-002**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, July 14, 2020, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and GRANITE CONSTRUCTION INC (hereinafter referred to as for the construction or removal of RUNWAY 12-30 REHABILITATION PROJECT (hereinafter referred to as "PROJECT")), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 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.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.

**RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP PROJECT NO. #3-06-0024-24-2020  
COUNTY PROJECT NO: TR-20-002**

- V. 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.
- VI. 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 Agreement; 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 Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it 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 Sections IV and V above 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 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.
- VII. 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.
- VIII. CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. 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.

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

1. 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
2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**XI. COMPLIANCE WITH ALL LAWS.** 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.

1. **Safety Training:** 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. 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. 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.
2. **Child, Family and Spousal Support Reporting Obligations:** 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.
3. **Nondiscrimination:** 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. 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.

- XII. 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.
- XIII. PREVAILING WAGE:** Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.
- XIV. 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.
- XV. WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to CONTRACTOR: Granite Construction Inc  
Attn: Kevin Parsons  
3005 James Rd  
Bakersfield, CA 93308

- XVI. 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.
- XVII. 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.
- XVIII. TERMINATION.** This Contract may be terminated for the reasons stated below:

1. 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

2. 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
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

**XIX. 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.

**XX. 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.

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

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

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, “Contract Components”**; for the purpose of this Contract, Special Provisions includes:
  - a. County Provisions;
  - b. General Provisions;
  - c. Federal Provisions;
  - d. Special Provisions; and
  - e. Technical Specifications.

**XXIII. 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.

#### **XXIV. REQUIRED FEDERAL PROVISIONS**

**A. ACCESS TO RECORDS AND REPORTS:** The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized



representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **B. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **C. GENERAL CIVIL RIGHTS PROVISIONS**

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONTRACTOR and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **D. CIVIL RIGHTS – TITLE VI ASSURANCE**

##### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**E. CLEAN AIR AND WATER POLLUTION CONTROL**

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

**F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **G. COPELAND “ANTI-KICKBACK” ACT**

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

#### **H. DAVIS-BACON REQUIREMENTS**

##### **1. Minimum Wages.**

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

any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage



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

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

### **I. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONTRACTOR must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **J. ENERGY CONSERVATION REQUIREMENTS**

CONTRACTOR and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

#### **K. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### **L. CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

#### **M. PROHIBITION OF SEGREGATED FACILITIES**

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **O. PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **P. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is (  ) is not ( x ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not ( x ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **R. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**XXV. 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. If any provision of this agreement 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.

**XXVI. ATTACHMENTS:** All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" COUNTY OF INYO RELVANT PORTIONS OF REQUEST  
FOR BIDS

Attachment "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment "C:" INSURANCE PROVISIONS

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**COUNTY OF INYO**

**CONTRACTOR**

\_\_\_\_\_  
Rick Pucci, Board Chair

\_\_\_\_\_  
[ \_\_\_\_\_ ], Title

APPROVED AS TO FORM  
AND LEGALITY

ATTEST: CLINT QUILTER  
County Clerk  
Board of Supervisors

By \_\_\_\_\_  
Inyo County Counsel

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

APPROVEE AS TO INSURANCE  
REQUIREMENTS:

By \_\_\_\_\_  
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID



**SPECIAL PROVISIONS**  
**RUNWAY 12-30 REHABILITATION PROJECT**  
**BISHOP AIRPORT**  
**FAA AIP PROJECT NO. #3-06-0024-22-201X**  
**COUNTY PROJECT NO. TR-20-002**

1. LOCATION AND GENERAL DESCRIPTION OF THE WORK. The work to be done under this contract is located at the Bishop Airport, Bishop, California. The overall objective of the work is rehabilitation of runway 12-30 pavements. The notice to proceed will be issued in accordance with the bid documents schedule, unless a revised schedule is mutually agreed between the Contractor and County of Inyo.

More specifically, the project consists of planing, asphalt pavement removal, abandoned old runway light can removal, raising runway and taxiway edge light fixtures, subgrade preparation and compaction, full depth reclamation (FDR) of the existing asphalt pavements and base, asphalt stabilized base course, asphalt surface course, shoulder grading and paint marking. Additive work items include additional lifts of asphalt stabilized base course in the shoulder areas.

The scope of the work is shown on the "Construction Layout Plan".

Either runway 8-26 or 17-35 shall remain open at all times unless approved otherwise by the Engineer. All adjacent aircraft parking aprons must remain in service during construction, except during brief periods, if approved by the Engineer.

The runway 12-30 contractor for this project shall coordinate and cooperate with the contractor for the taxiways rehabilitation project which is expected to overlap in construction schedules. Such coordination is primarily at the pavement interface between the two projects, primarily at taxiways "D", "E" and "F". The assumption is that the taxiway paving contractor will adjust grade to match the runway edge elevations at those taxiways.

The Contractor's attention is directed to the following items of emphasis in the Technical Provisions:

- Mobilization is paid only on the base bid, not bid additives.
- Caltrans ¾" mix may be used for crack repair.
- After crack repair, milling of the entire runway ½" minimum and deeper per plans is required.
- Remove 40 year old light cans and backfill & compact with millings and FDR materials.
- Remove current runway and taxiway light fixtures and survey for reinstallation with adjustable base extensions. Ordering extension parts is a critical path item.
- P-207 full depth reclamation and P-403 and P-401 paving of the runways 12-30 and 17-35 intersection will require significant coordination and scheduling to minimize closure of runway 17-35. Night work may be approved by the RPR.
- The requirement for P-602 and P-603 and associated cure times will not be waived by the RPR. P-207 cure sealing does not replace these requirements.
- The Contractor shall provide an electronic CAD as-built survey of the P-401 surfaces prior to acceptance by the RPR.
- The Engineer may accept Caltrans concrete instead of P-610 for work deemed minor in the sole judgment of the Engineer.
- Temporary runway paint markings are required to allow interim reopening of runway 12-30 prior to subsequent closure and placement of permanent paint markings. Mobilization is considered included in each bid item. There will be no additional payment for painting mobilization.

2. TIME OF COMPLETION, SEQUENCE OF WORK SCHEDULES & MEETINGS. The Contractor shall complete all the work under the base bid within 120 calendar days from the date of notice to proceed. An additional 15 calendar days will be allowed for any and all bid additive work, if awarded, resulting in a total allowance of 135 calendar days. The Engineer may extend the duration for pavement curing time prior to paint markings and for materials delivery due to weather or manufacturer delays beyond the Contractor control, if deemed necessary in the sole judgment of the Engineer.

To expedite work and multi-task activities, a conceptual work flow is as follows:

- Install Owner furnished lighted runway closure crosses and water filled barricades to close runway 12-30.
- Remove and haul 40 year old runway light base cans, remove existing light fixtures and protect cans, survey (by Contractor) light can locations for resetting fixtures, and commence 25' wide shoulder full depth reclamation (P-207).
- Repair A2 and A3 cracks with Caltrans 3/4" mix for 100' width and full length of runway.
- Survey (by RPR) to determine quantity of A2 and A3 repairs for payment purposes.
- Mill entire 100' x 7498' runway surface (minimum of 1/2" everywhere and deeper per the plans).
- Evaluate remaining cracks to determine necessity for type A1 crack repairs & negotiate change order if required by the RPR. Commence any required A1 repairs.
- Perform P-207 FDR processing of 25' wide shoulders full length both side.
- Pave 25' shoulders with 2.5" P-403 asphalt stabilized base course.
- Pave 25' shoulders bid additive (if awarded) with 2.5" P-403 asphalt stabilized base course.
- Commence finish grading/compaction of shoulders between 75' to 85' from runway centerline.
- Survey (by Contractor) and mark runway & taxiway light cans then expedite a parts order for adjustable extensions.
- Pave 100' wide runway with 3" to 4" P-401 asphalt surface course, commence 25 calendar day curing before paint markings.
- Perform as-built survey (by Contractor) of 100' wide runway
- Pave shoulder lip wedge adjustment with Caltrans 1/2" mix.
- Core runway and taxiway edge light fixtures to reset higher using adjustable can extensions.
- Reinstall runway and taxiway edge lights with extensions and test lights.
- Paint temporary runway markings and reopen runway for use until permanent marking.
- Close runway, paint permanent markings, job cleanup and reopen runway for use.
- Perform remaining as-built survey (by Contractor) and cleanup/demobilize).

The airfield will remain open during construction, in accordance with the Construction Closure & Safety Plan. All work shall be performed in daylight unless approved otherwise by the Engineer. The Contractor may make submittals at any time after notification of award to expedite his ordering materials and commencing the work in an efficient manner. The Contractor's schedule submittals shall strive to consolidate work efforts and multi-task work items to the extent possible in order to expedite completion of the project and avoid the necessity of acceptance testing and inspection during periods of relatively minor activity. The contract time allows for procurement, delivery, and installation of all systems.

Within 10 days of the Notice to Proceed and every two weeks thereafter, the Contractor shall submit to the Engineer (in Microsoft Project format) baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule.

Schedules must show the order in which the Contractor proposes to prosecute the work with logical links between time-scaled work activities and calculations made using the critical path

method to determine the controlling activities. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Engineer will schedule the preconstruction meeting prior to issuing the Notice to Proceed to the Contractor. The Engineer will prepare an agenda for the preconstruction meeting and take minutes. The Engineer may hold the preconstruction meeting on-site or by teleconference, at the Engineer's sole discretion.

The Contractor shall be available to attend weekly progress meetings, if scheduled and determined by the Engineer to be necessary. The meetings shall be attended by the Contractor's job foreman, safety officer, and representative of the subcontractors actively working or beginning to work at the time of the meeting. The Engineer may hold the meetings on-site or by teleconference, at the Engineer's sole discretion.

The preparation of schedules and attendance at meetings shall be considered as included in Mobilization and no additional compensation will be allowed therefor.

3. LIQUIDATED DAMAGES. Liquidated damages, for failure to complete the work within the time for completion specified for any or all construction phases shall be three thousand dollars (\$3,000.00) per calendar day.
4. ASSIGNMENT. In entering this contract or a subcontract to this contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this works contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor without further acknowledgment by the parties.
5. PREVAILING WAGES AND TRAVEL AND SUBSISTENCE PAYMENTS. A copy of the determination of the general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed is on file at the Owner's offices. Contractor and any subcontractors will not pay less than the specified prevailing rates of wages to all workers employed in the execution of the contract. The Contractor will pay at least the minimum of state or federal wages, whichever is the greater.

Contractor will post one copy of the prevailing rates of wages at the job site. For each calendar day or portion thereof, and for each worker paid less than the stipulated prevailing rates for such work or craft in which the workman is employed or any public work done under the contract by him, or any subcontractor under him, Contractor shall forfeit the sum of \$50.00 as penalty to the Owner.

Travel and subsistence payments shall be paid to each worker needed to execute the work and such payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work involved.

6. HOURS OF WORK. Eight hours labor constitutes a legal day's work pursuant to this contract. The time of service of any worker employed upon the project is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week unless said employee is compensated at a rate of one and one-half times the basic rate of pay for all times in excess of the foregoing hours. The Contractor and the Subcontractors shall not work more than 8 hours per day unless approved otherwise by the Engineer. If the Contractor schedule requires overtime observation or acceptance testing by the Engineer or Owner staff, the cost for additional

payment to the Engineer and Owner for the Engineer's and Owner's overtime shall be deducted from payments to the Contractor. The Engineer shall be the sole judge of these hours and costs.

Contractor shall keep and make available and accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by the Contractor or any subcontractor in connection with the project.

Contractor shall, as a penalty, forfeit \$25.00 for each worker employed in execution of the contract by Contractor or by any subcontractor for each calendar day during that such worker is required or permitted to work more than eight hours in any one calendar day or forty hours in any one calendar week in violation of this section.

7. ACTS OF GOD. Contractor shall not be responsible for the cost of repairing or restoring damages to the work which exceeds 5% of the contract price and which damage is determined to have been proximately caused by an act of God, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the Owner. As used herein, the term "acts of God" includes only earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves.
8. CERTAIN CLAIMS. Notwithstanding the foregoing, any demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Owner shall be processed in by informal conferences, non-binding judicially supervised mediation and judicial arbitration.

A single written claim shall be filed under this section prior to the date of final payment for all demands arising out of the contract.

Within thirty (30) days of the receipt of the claim, the Owner may request additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

Unless further documentation is requested, the Owner shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Owner shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Owner, the Owner shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

If the Contractor disputes the Owner's response, or the Owner fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Owner within fifteen (15) days after the deadline of the Owner to respond or within fifteen (15) days of the Owner's response, whichever occurs first. The Owner shall schedule the meet and confer conference within thirty (30) days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

9. CONSTRUCTION MEANS AND SAFETY. Wadell Engineering Corporation, its subconsultants, and the Owner are not responsible for the construction means, methods, techniques, sequences, and safety at the site. These items are the sole responsibility of the Contractor. The Contractor

shall comply with applicable portions of the attached FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction".

10. **PUBLIC SAFETY AND CONVENIENCE.** The Contractor shall use every reasonable precaution to safeguard persons and property including the general public. It shall be the sole responsibility of the Contractor to place and maintain airport furnished water filled barricades with lights, and to furnish and maintain any other barriers, temporary construction fences, lights, and danger signals as are necessary to protect persons and property near the work site. All barricades and obstructions shall be protected at night by lights, which shall be suitably distributed and kept illuminated from sunset to sunrise. Lights shall be of a type acceptable to the Engineer with 360-degree visibility.

In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

Neither the owner nor its officers or agents or Wadell Engineering Corporation shall be responsible to the Contractor for damages as a result of the location of the underground utilities being other than that shown on the plans or for the existence of underground utilities not shown on the plans. The Contractor shall seek and mark utilities within the work area prior to excavation or opening ground surfaces. The Contractor shall retain, utilize and compensate a private USA company for utility marking prior to any digging.

11. **FIRE PREVENTION AND PROTECTION.** The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable local and state fire prevention regulations.
12. **PROTECTION OF UTILITIES, CABLES, NAVAIDS, AND WEATHER BUREAU FACILITIES.** The Contractor is hereby informed that there are public utility, airport private utility, FAA and weather bureau facilities on the airport. It is the Contractor's responsibility to find and protect such facilities. The Contractor shall conduct private USA utility searches within work areas, in particular the terminal area and near FAA facilities to prevent damage to systems. The cost is considered included in the cost of all subgrade preparation and underground work, and is not subject to separate payment.
13. **CONSTRUCTION LAYOUT AND STAKES.** The Contractor shall furnish all stakes for the layout and construction of the work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. No staking will be provided by the Engineer. The Contractor's layout for paint markings shall be done at the direction of an on-site California licensed professional land surveyor.

No separate measurement and payment will be made for establishing and maintaining construction layout stakes required under this Contract. The cost for this construction layout staking shall be considered to be included in the various contract prices for which construction layout staking is required.

14. **TEMPORARY ELECTRIC POWER.** The Contractor shall make his own arrangements for electric power for use during construction. The Contractor shall compensate the Owner at Owner determined rates for any use of Owner power.

15. **SANITARY FACILITIES.** The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractor's employees that will comply with the regulations of the local and state departments of health and as directed by the Engineer.

16. **WATER & WATERING.** The Contractor shall furnish and apply water required in the compaction of embankments, subgrades, subbases, base courses, dust control, and for other purposes in accordance with the requirements of these specifications or as directed by the Engineer. Water, when required, shall be applied at the locations, in the amounts, and during the hours as directed by the Engineer. The Contractor shall make all arrangements and shall bear all expenses for furnishing of water supply including adequate equipment of ample capacity to ensure uniform application of water in the amounts directed by the Engineer.

The performance of this item, including provision of all water, shall be considered incidental to the other contract items and, therefore, no direct payment for water shall be made.

17. **HAUL ROUTES, ROUTE MAINTENANCE, AND DUST CONTROL.** Construction equipment shall follow the routes if shown on the plans unless the Engineer approves other routes.

The Contractor shall perform all necessary maintenance of routes during construction and shall perform all work as necessary to restore the routes used by his equipment to their original condition at the conclusion of construction. Damage to existing paved and unpaved areas shall be repaired promptly and to the sole satisfaction of the Engineer. Pavement damage repairs shall include milling, compaction and repaving as directed by the Engineer. The Contractor is hereby notified that heavy truck usage of the airport pavements and roads likely will result in the requirement for repairs. Such repairs shall be at no cost to the Owner.

Dust control methods and means shall be designed and implemented by the Contractor to assure that dust from the project and support areas shall not spread to adjacent on airport tenants and parking areas or to off-airport properties. The economic value of damage to aircraft and aircraft maintenance facilities and activities can occur even by light dusting, which may result in claims and civil litigation. Haul routes shall be sprinkled with water as necessary to prevent dust diffusion during the course of the work.

All maintenance and restoration work shall be completed to the Engineer's satisfaction before final payment is awarded.

18. **WORK IN AIR OPERATIONS AREAS.** Employee vehicle parking is confined to the Contractor's area shown on the plans. This project requires work in and adjacent to aircraft operations areas. When the Contractor enters air operations areas the following apply:

The Contractor shall provide a knowledgeable flag person with aviation radio to prevent vehicle incursions and access to operations areas including crossings of runways and taxiways.

FAA-approved orange and white checkered flags shall be provided by the Contractor on all vehicles. No vehicles are allowed within 25 feet of a parked aircraft or within 40 feet of a moving aircraft.

Workmen on foot shall remain at least 150 feet back from the edge of an operational runway, unless cleared through a radio operator who then maintains a watch over the operation. Workmen on or within 50 feet of an active runway or taxiway shall wear orange safety vests at all times.

In the event of an emergency, men and equipment shall be moved immediately at the direction of the Engineer.

Normally, work will not be permitted in the air operations area between the hours 2000 to 0600. If an emergency situation requires work during these hours, the Contractor shall notify the Engineer as far in advance as possible and obtain clearance from him before proceeding to work. During night operations, each vehicle shall be equipped with an omni-directional amber flashing light mounted on the roof of the cab. Headlights, taillights and flashers shall be used for all activities during these hours.

19. **HAZARD LIGHTING OF CONSTRUCTION AREAS.** In the area of construction as shown on the plans and in accordance with the construction schedule, the Contractor shall outline access routes to the construction area and the construction area itself by the use of suitable lighted barricades.

Construction equipment that extends 15 feet or more above ground level shall be cleared through the Engineer and shall be lighted at night in an approved manner and/or lowered to height of adjacent structural surroundings at the discretion of the Engineer.

20. **CLEANUP DURING THE WORK.** The Contractor shall at all times during the work keep the premises clean and orderly. He shall promptly remove all waste materials and rubbish. All directions from the Engineer and other authorized public officials having jurisdiction over health and safety shall be obeyed.

Whenever the Contractor is hauling material or debris on or across roadways, auto parking, aircraft aprons, taxiways, or runways, he shall take all necessary precautions to prevent any spillage or dropping of material or debris from his haul vehicles. If and when such spills occur, the Contractor shall be especially diligent in promptly cleaning them up. It is emphasized that even the smallest spills of rock or debris may be hazardous to automobiles and aircraft until cleaned up.

21. **SITE RESTORATION AND CLEANUP.** Upon completion of the project, all areas used by the Contractor in connection with the work shall be properly cleared of all temporary structures, rubbish, and waste materials and the areas shall be properly graded to drain and blend in with the abutting property. Any waste area obtained by the Contractor for deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

22. **CONTRACTOR PERFORMANCE AND COOPERATION.** The Owner relies on prompt and efficient execution of the project and closeout of the contract. Contractor non-responsiveness or mismanagement that results in delay to the Engineer adversely impacts the Owner's ability to perform compliance inspections, complete the project accounting and finish the project. The Contractor will be deemed non-responsive or un-cooperative in the event the Contractor does not furnish (1) daily receipts for delivered materials (where applicable such as aggregate base and asphaltic concrete), (2) prompt progress and final payment requests, (3) prompt Contractor test results for quality control, (4) complete and accurate "as-built" markup drawings for the completed work.

The Engineer shall not allow payment for materials delivered without an applicable load receipt submitted to the Engineer on the day of delivery. The Contractor shall have 14 calendar days from completion of the final punch list work to submit "as-built" markups and the final payment request.

Delays to the Engineer due to the Engineer's determination of non-responsiveness by the Contractor shall be back charged against monies due the Contractor at the rate of \$2,000 per engineer day. Such charges are in addition to liquidated damages.

#### **END OF SPECIAL PROVISIONS**

Attachment "B"

RESPONSE TO REQUEST FOR BID



**Runway 12-30 Rehabilitation Project Bid Schedule**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE	ITEM TOTAL
<b>BASE BID</b>					
1	Mobilization (10% Maximum of Base Bid) (C-105)	1	LS	577000 <sup>-</sup>	\$ 577 000 <sup>-</sup>
2	Contractor Quality Control Program (C-100)	1	LS	250000	\$ 250000 <sup>-</sup>
3	Crack Repairs - Medium - Detail A2 Typical 1' Wide (P-101-5.2)	8064	LF	10 <sup>00</sup>	\$ 80640 <sup>-</sup>
4	Crack Repairs - Large - Detail A3 Typical 2' Wide (P-101-5.2)	2492	LF	12 <sup>00</sup>	\$ 29904 <sup>-</sup>
5	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101 & P-403) (Caltrans 3/4" Mix)	400	TN	250 <sup>-</sup>	\$ 100000 <sup>-</sup>
6	Profile Milling All Existing Pavements 1/2" Minimum (P-101-5.6)	85346	SY	2 <sup>00</sup>	\$ 170692 <sup>-</sup>
7	Remove 40 Year Old Runway Edge Light Cans (P-101-5.7) and Backfill	71	EA	500 <sup>-</sup>	\$ 35500 <sup>-</sup>
8	Remove and Stockpile Shoulder Rectangles & Compact Subgrade 12" to 100% (P-101-5.1)	3905	SY	15 <sup>00</sup>	\$ 58575 <sup>-</sup>
9	FDR Existing 25' Wide Old Shoulder Pavements Both Sides 8" Thick and Place 26' Wide (P-207-5.1)	37830	SY	13 <sup>00</sup>	\$ 491790 <sup>-</sup>
10	5% Cement for FDR Processing (P-207-5.3)	738	TN	190 <sup>-</sup>	\$ 140220 <sup>-</sup>
11	3" To 4" Varies Plant Mix Bituminous Pavement Surface Course 100' Wide (P-401-8.1)	16924	TN	137 <sup>-</sup>	\$ 2318588 <sup>-</sup>
12	2.5" Plant Mix Bituminous Stabilized Base Surface 25' Wide Both Sides (P-403-8.1)	5905	TN	137 <sup>-</sup>	\$ 808985 <sup>-</sup>
13	10' Wide Asphalt Conform for 6-1/2" High Runway Edge Lip Wedge Adjustment (Caltrans 1/2" Mix)	3694	TN	100 <sup>-</sup>	\$ 369400 <sup>-</sup>
14	Raise Existing Runway Edge Light Fixtures (L-125-5.1)	71	EA	2000 <sup>-</sup>	\$ 142000 <sup>-</sup>
15	Raise Existing Taxiway Light Fixtures (L-125-5.1)	9	EA	2000 <sup>-</sup>	\$ 18000 <sup>-</sup>
16	Shoulder Grading 10' Wide (75' to 85' From Runway Centerline) Both Sides With Native Material 95% (P-152-4.2)	15618	SY	6 <sup>00</sup>	\$ 93708 <sup>-</sup>
17	Temporary Airfield White Pavement Marking No Beads (P-620-5.4d)	79538	SF	0 <sup>50</sup>	\$ 39769 <sup>-</sup>
18	Temporary Airfield Yellow Pavement Marking No Beads (P-620-5.4d)	1729	SF	0 <sup>50</sup>	\$ 864 <sup>50</sup>
19	Airfield White Pavement Marking With Beads (P-620-5.2b)	79538	SF	1 <sup>10</sup>	\$ 87491 <sup>00</sup>
20	Airfield Yellow Pavement Marking With Beads (P-620-5.2b)	1729	SF	1 <sup>10</sup>	\$ 1901 <sup>00</sup>
21	Airfield Black Pavement Marking With No Beads (P-620-5.2b)	15366	SF	0 <sup>30</sup>	\$ 4609 <sup>00</sup>
<b>TOTAL BASE BID</b>					\$ 5819639
<b>ADDITIVE #1 - ADDITIONAL 2.5" LIFT ON PAVED SHOULDERS</b>					
1	Contractor Quality Control Program (C-100)	1	LS	1000 <sup>-</sup>	\$ 1000 <sup>-</sup>
2	Additional 2.5" Plant Mix Bituminous Pavement Surface 25' Wide Both Sides (P-403)	5905	TN	137 <sup>-</sup>	\$ 808985 <sup>-</sup>
3	Delete Base Bid Item #13 for 10' Wide Asphalt Conform for 6-1/2" High Runway Edge Lip Wedge Adjustment	3694	TN	-100 <sup>-</sup>	\$ -369400 <sup>-</sup>
4	Add 10' Wide Asphalt Conform for 4" High Runway Edge Lip Wedge Adjustment (Caltrans 1/2" Mix)	2390	TN	95 <sup>-</sup>	\$ 227050 <sup>-</sup>
<b>TOTAL ADDITIVE #1</b>					\$ 667635 <sup>-</sup>
<b>TOTAL BASE BID PLUS ADDITIVE #1</b>					6487274

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

**CONTRACTOR'S BID**

**TOTAL BID (IN NUMBERS)**

6487274

**TOTAL BID (IN WORDS)**

SIX MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND ZERO CENTS

REVIEWED AND CHECKED BY: \_\_\_\_\_

(For County Use)

**TIME OF COMPLETION:**

The undersigned further specifically agrees to complete all work for the Base Bid within **90 calendar days** from the date of notice to proceed. An additional 15 days will be allowed for Bid Additive 1, if awarded, for a total of 105 calendar days.

**BID SECURITY:**

The required ten percent (10%) Bid Security for this bid is attached in the form of:

(Note: Check and complete one of the following items)

Bid bond issued by Travelers Casualty and Surety Company of America,  
an admitted corporate surety on the form provided in the bid package.

Certified/cashier's check No. \_\_\_\_\_ issued by \_\_\_\_\_

**ADDENDA:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**WARNING:**

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



This bid was received on April 30, 2020  
at 3:13 p.m.  
ATTEST: Clint Gullter, Administrative Officer  
and Clerk of the Board Inyo County, California  
By [Signature] Assistant

Attachment "C"

INSURANCE PROVISIONS

## **Specifications 5**

### **Insurance Requirements for Construction Contracts**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### ***Deductibles and Self-Insured Retentions***

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

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

#### ***Builder's Risk (Course of Construction) Insurance***

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

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

#### ***Claims Made Policies***

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors

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

***Acceptability of Insurers***

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

***Waiver of Subrogation***

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

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

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

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT  
NOTICE INVITING BIDS  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO. TR-20-002**

The Inyo County Public Works Department is soliciting bids for:

**RUNWAY 12-30 REHABILITATION PROJECT**

**At The Bishop Airport**

703 Airport Road, Bishop, California 93514

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A nonrefundable fee of \$100.00 will be charged for each Bid Package. Checks shall be made out to *Inyo County Public Works Department*. The Bid Package may be viewed at the department offices during regular business hours (**\*Please Note: The Inyo County Public Works office is currently closed to the public due to the Covid-19 pandemic. If this closure remains in effect for the duration of this bid period, this option will not be available**) and on the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us).

**Bidders must purchase bid documents and register as plan holders to be able to submit a bid.** Only registered plan holders will receive any addenda to the bid packages. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*.

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

**RUNWAY 12-30 REHABILITATION PROJECT**

To be considered, **bids must be received by the Assistant Clerk of the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on April 30, 2020** after said time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted. **If the California Shelter-in-Place Order is still in effect on the bid opening date, bids will be read aloud over a conference line, all plan holders will be provided with the call-in information.**

**General Work Description:**

**Base Bid:** Consists of crack repair, planing, asphalt pavement removal, abandoned old runway light can removal, raising runway and taxiway edge light fixtures, subgrade preparation and compaction, full depth reclamation (FDR) of the existing asphalt pavements and base, asphalt stabilized base course, asphalt surface course, shoulder grading and paint marking.

**Bid Additive 1:** Consists of additional lifts of asphalt stabilized base course in the shoulder areas.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, general, County, Federal, special, and technical provisions, and any other documents incorporated therein by reference. Bids are required for the entire work described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

Contract award, if awarded, will be based on lowest responsible bid total price for the Base Bid and selected Bid Additives, whichever is in the best interests of the County of Inyo.

# BID PROPOSAL FORM

To: COUNTY OF INYO  
Public Works Department  
(Herein called the "Owner")

From: Granite Construction Company  
3005 James Road  
Bakersfield, CA 93308

(Herein called the "Contractor")

**FOR: RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT**

**(Herein called "Project")**

Bids will be opened at 3:30 P.M., on April 30, 2020 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526. To submit a bid by mail

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the general, County, special, and technical provisions; the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for the RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT requires the contractor to perform a complete and finished project. Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if its or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

Contractor agrees in submitting this bid to perform all work under the base bid, in accordance with the contract documents, within 90 calendar days from the date of notice to proceed. An additional 15 calendar days will be allowed for any and all bid additive work, if awarded, resulting in a total allowance of 105 calendar days. The

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

Page BP-1



undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

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

The bidder is required to submit a bid for all the items included in the bid schedule.

The amount of the bid bond or check must be not less than 10% of the amount of the bid submitted for the base bid schedule (the total bid) plus all additive bid items.

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

**ACCEPTANCE:**

The County reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening. County reserves the right to reject any and all Bids, or any part of any Bid, to postpone the scheduled Bid deadline dates(s), to make an award in its own best interest, and to waive any informalities 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. This solicitation in no way obligates the 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. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within ten (10) calendar days after receipt of the notification of acceptance of this bid (notification of award of contract).

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

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

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

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

**Runway 12-30 Rehabilitation Project Bid Schedule**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE	ITEM TOTAL
<b>BASE BID</b>					
1	Mobilization (10% Maximum of Base Bid) (C-105)	1	LS	577000 <sup>-</sup>	\$ 577 000 <sup>-</sup>
2	Contractor Quality Control Program (C-100)	1	LS	250000	\$ 250000 <sup>-</sup>
3	Crack Repairs - Medium - Detail A2 Typical 1' Wide (P-101-5.2)	8064	LF	10 <sup>00</sup>	\$ 80640 <sup>-</sup>
4	Crack Repairs - Large - Detail A3 Typical 2' Wide (P-101-5.2)	2492	LF	12 <sup>00</sup>	\$ 29904 <sup>-</sup>
5	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101 & P-403) (Caltrans 3/4" Mix)	400	TN	250 <sup>-</sup>	\$ 100000 <sup>-</sup>
6	Profile Milling All Existing Pavements 1/2" Minimum (P-101-5.6)	85346	SY	2 <sup>00</sup>	\$ 170692 <sup>-</sup>
7	Remove 40 Year Old Runway Edge Light Cans (P-101-5.7) and Backfill	71	EA	500 <sup>-</sup>	\$ 35500 <sup>-</sup>
8	Remove and Stockpile Shoulder Rectangles & Compact Subgrade 12" to 100% (P-101-5.1)	3905	SY	15 <sup>00</sup>	\$ 58575 <sup>-</sup>
9	FDR Existing 25' Wide Old Shoulder Pavements Both Sides 8" Thick and Place 26' Wide (P-207-5.1)	37830	SY	13 <sup>00</sup>	\$ 491790 <sup>-</sup>
10	5% Cement for FDR Processing (P-207-5.3)	738	TN	190 <sup>-</sup>	\$ 140220 <sup>-</sup>
11	3" To 4" Varies Plant Mix Bituminous Pavement Surface Course 100' Wide (P-401-8.1)	16924	TN	137 <sup>-</sup>	\$ 2318588 <sup>-</sup>
12	2.5" Plant Mix Bituminous Stabilized Base Surface 25' Wide Both Sides (P-403-8.1)	5905	TN	137 <sup>-</sup>	\$ 808985 <sup>-</sup>
13	10' Wide Asphalt Conform for 6-1/2" High Runway Edge Lip Wedge Adjustment (Caltrans 1/2" Mix)	3694	TN	100 <sup>-</sup>	\$ 369400 <sup>-</sup>
14	Raise Existing Runway Edge Light Fixtures (L-125-5.1)	71	EA	2000 <sup>-</sup>	\$ 142000 <sup>-</sup>
15	Raise Existing Taxiway Light Fixtures (L-125-5.1)	9	EA	2000 <sup>-</sup>	\$ 18000 <sup>-</sup>
16	Shoulder Grading 10' Wide (75' to 85' From Runway Centerline) Both Sides With Native Material 95% (P-152-4.2)	15618	SY	6 <sup>00</sup>	\$ 93708 <sup>-</sup>
17	Temporary Airfield White Pavement Marking No Beads (P-620-5.4d)	79538	SF	0 <sup>50</sup>	\$ 39769 <sup>-</sup>
18	Temporary Airfield Yellow Pavement Marking No Beads (P-620-5.4d)	1729	SF	0 <sup>50</sup>	\$ 864 <sup>50</sup>
19	Airfield White Pavement Marking With Beads (P-620-5.2b)	79538	SF	1 <sup>10</sup>	\$ 87491 <sup>00</sup>
20	Airfield Yellow Pavement Marking With Beads (P-620-5.2b)	1729	SF	1 <sup>10</sup>	\$ 1901 <sup>00</sup>
21	Airfield Black Pavement Marking With No Beads (P-620-5.2b)	15366	SF	0 <sup>30</sup>	\$ 4609 <sup>00</sup>
<b>TOTAL BASE BID</b>					\$ 5819639
<b>ADDITIVE #1 - ADDITIONAL 2.5" LIFT ON PAVED SHOULDERS</b>					
1	Contractor Quality Control Program (C-100)	1	LS	1000 <sup>-</sup>	\$ 1000 <sup>-</sup>
2	Additional 2.5" Plant Mix Bituminous Pavement Surface 25' Wide Both Sides (P-403)	5905	TN	137 <sup>-</sup>	\$ 808985 <sup>-</sup>
3	Delete Base Bid Item #13 for 10' Wide Asphalt Conform for 6-1/2" High Runway Edge Lip Wedge Adjustment	3694	TN	-100 <sup>-</sup>	\$ -369400 <sup>-</sup>
4	Add 10' Wide Asphalt Conform for 4" High Runway Edge Lip Wedge Adjustment (Caltrans 1/2" Mix)	2390	TN	95 <sup>-</sup>	\$ 227050 <sup>-</sup>
<b>TOTAL ADDITIVE #1</b>					\$ 667635 <sup>-</sup>
<b>TOTAL BASE BID PLUS ADDITIVE #1</b>					6487274

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

**CONTRACTOR'S BID**

**TOTAL BID (IN NUMBERS)**

6487274

**TOTAL BID (IN WORDS)**

SIX MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED SEVENTY FOUR DOLLARS AND ZERO CENTS

**REVIEWED AND CHECKED BY:**

A Helms

(For County Use)

**TIME OF COMPLETION:**

The undersigned further specifically agrees to complete all work for the Base Bid within **90 calendar days** from the date of notice to proceed. An additional 15 days will be allowed for Bid Additive 1, if awarded, for a total of 105 calendar days.

**BID SECURITY:**

The required ten percent (10%) Bid Security for this bid is attached in the form of:

(Note: Check and complete one of the following items)

Bid bond issued by Travelers Casualty and Surety Company of America, an admitted corporate surety on the form provided in the bid package.

Certified/cashier's check No. \_\_\_\_\_ issued by \_\_\_\_\_

**ADDENDA:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**WARNING:**

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



This bid was received on April 30, 2020  
at 3:13 p.m.  
ATTEST: Clint Gullter, Administrative Officer  
and Clerk of the Board Inyo County, California  
By [Signature] Assistant

**BIDDER'S BUSINESS INFORMATION:**

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

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

Personal Name: \_\_\_\_\_

Business Name: Granite Construction Company

Address: 3005 James Road

Bakersfield, CA 93308 Zip Code \_\_\_\_\_

Telephone: ( 661 ) 399 - 3361


Federal Identification No. 94 - 0519552

Contractor's License No. 89, State of CA, Type A,B,C12

License Expiration Date 05/31/2022

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

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

 \_\_\_\_\_ Chief Estimator  
(Signature of Authorized Person) (Title)

Thomas James \_\_\_\_\_ 04/30/2020  
(Printed Name) (Date)



# DESIGNATION OF SUBCONTRACTORS

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

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.


**If no subcontractors are to be employed on the project, enter the word "NONE".**

**(Use additional pages if necessary)**

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*
3-4P 6P 8-9P 11P	OP. Mill OP. Pulverizer Mach OP. Profile grinder OP. Compactor	2.5%	Pavement Recycling Systems 10240 San Savaine, Jurupa Valley, CA 91752 (951)682-1091	CA# 569352 DUNS#604006619	
1P 14-15	Raise Rwy and Txy Edge Light	2.6%	Royal Electric 8481 Carbide Ct, Sacramento, CA 95828 (916)226-2100	CA# 357377 DUNS#062942081	
1P 3P	Crack Sealant Repair	0.6%	Austin Enterprise P.O. Box 81926 BAKERSFIELD, CA 93380 (661)589-1001	CA# 764893 DUNS#431887530	
1P 17-21	<del>Install Pavement Markings</del>		<del>Cal-Stripe 2040 East Steel Rd, Colton CA 92324 (909)884-7170</del>	<del>CA# 685387 DUNS# 829076619</del>	<del>TJ</del>
17-21	Install Pavement Markings	1.6%	Safety Striping Service 6868 Ave 305, Goshen, CA 93227 (559)651-1118	CA # 308669 DUNS# 051473387	

\*AGR – Annual Gross Receipts  
Enter 1 for less than \$500,000  
Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000  
Enter 4 for more than \$2,000,000 to \$5,000,000  
Enter 5 for more than \$5,000,000

  
\_\_\_\_\_  
(Signature of Authorized Person)  
  
Granite Construction Company  
Thomas James

Chief Estimator  
\_\_\_\_\_  
(Title)  
  
04/30/2020

(Printed Name)

(Date)

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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# 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 that will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity. No subcontractor other than those listed below will be allowed to perform work under this contract.

**If no subcontractors are to be employed on the project, enter the word "NONE".**

**(Use additional pages if necessary)**

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE NUMBER & TYPE & DUNS #	AGR*

\*AGR – Annual Gross Receipts  
 Enter 1 for less than \$500,000  
 Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000  
 Enter 4 for more than \$2,000,000 to \$5,000,000  
 Enter 5 for more than \$5,000,000

  
 \_\_\_\_\_  
 (Signature of Authorized Person)

Chief Estimator  
 \_\_\_\_\_  
 (Title)

Granite Construction Company  
 Thomas James  
 \_\_\_\_\_  
 (Printed Name)

04/30/2020  
 \_\_\_\_\_  
 (Date)



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<p>*AGR – Annual Gross Receipts          Enter 1 for less than \$500,000          Enter 2 for more than \$500,000 to \$1,000,000</p>	<p>Enter 3 for more than \$1,000,000 to \$2,000,000          Enter 4 for more than \$2,000,000 to \$5,000,000          Enter 5 for more than \$5,000,000</p>
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(Signature of Authorized Person)

**Granite Construction Company**  
**Thomas James**

---

(Printed Name)

Chief Estimator

---

(Title)

04/30/2020

---

(Date)





# DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work that 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.

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**(Use additional pages if necessary)**

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\*AGR – Annual Gross Receipts  
 Enter 1 for less than \$500,000  
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Enter 3 for more than \$1,000,000 to \$2,000,000  
 Enter 4 for more than \$2,000,000 to \$5,000,000  
 Enter 5 for more than \$5,000,000



(Signature of Authorized Person)

Chief Estimator

(Title)

Granite Construction Company  
 Thomas James

(Printed Name)

04/30/2020

(Date)

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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# **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

**RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO: TR-20-002**

In accordance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (**CHECK ONE**)

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

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

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

## RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT AIRPORT IMPROVEMENT PROGRAM FAA AIP GRANT NO. #3-06-0024-022-2020 COUNTY PROJECT NO: TR-20-002

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

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

Yes \_\_\_\_\_ No   x  

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

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

# PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO: TR-20-002

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

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

Thomas James, Chief Estimator

(Name and Title of Signer)



04/30/2020

Signature Date

Company Name Granite Construction Company

Business Address 3005 James Road

Bakersfield, CA 93308



# CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

**RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO: TR-20-002**

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

Thomas James, Chief Estimator

(Name and Title of Signer)



04/30/2020

Signature Date

Company Name Granite Construction Company

Business Address 3005 James Road

Bakersfield, CA 93308



RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder Granite Construction Company, proposed subcontractor  
\_\_\_\_\_, hereby certifies that he has X,

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

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

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

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

Recipient, 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.

# Noncollusion Affidavit

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

To the COUNTY of INYO  
*DEPARTMENT OF PUBLIC WORKS.*

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

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

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

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# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



# BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE

(This form must be completed and submitted with this bid)

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the owner to judge his responsibility, experience, skill, and business standing.

The undersigned submits herewith a statement of his financial responsibility.

The undersigned submits below a statement of the work of a similar character to that included in the proposed contract which he has successfully performed within the last three years. (Include the type of work, name, and phone number of all references, and the amount of contact.) Attached supplemental pages as necessary.

As noted in **General Provisions Section 20-2, Qualification of Bidders**, bidders may submit evidence that they are prequalified with the California Department of Transportation (Caltrans) and are on their current "bidder's list" in lieu of completing this form.

Type	Name and Phone Number	Amount of Contract
	<i>see attachments</i>	

SIGN HERE

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Bidder

**Granite Construction Company**  
**Thomas James, Chief Estimator**

04/30/2020

Date

RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT

Bid Proposal Forms

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**ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders/offerors, including those who qualify as a DBE. No DBE contract goal has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract to disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26.

The apparent successful competitor will be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4);

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with his bid. The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

Bidder's Assurance of Compliance With Title 49 CFR Part 26 Relating To Disadvantaged Business Enterprise Participation

The Bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for DBE participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a DBE participation for DBEs owned and controlled by women of \* 0.6 percent of the amount of this bid, for DBEs owned and controlled by minorities of \* 0 percent of the amount of this bid and for DBEs owned and controlled by other disadvantaged persons of \* 0 percent of the amount of this bid.

SIGN HERE  04/30/2020  
 Signature of Bidder Date  
 Granite Construction Company  
 Thomas James, Chief Estimator

- Bidder shall insert the percentage for women participation, minority participation, and other DBE participation even if the percentages are less than the contract goal.

The bidder/offeror shall submit items #1, 2, 3, 4, and 6 as a condition of bid responsiveness. Items #5 must be submitted prior to commitment of the Owner to award of contract to the apparent successful bidder/offeror



## DESIGNATION OF DBE AND MINORITY SUBCONTRACTORS

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render service to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

**A. WOMEN-OWNED AND CONTROLLED BUSINESS ENTERPRISES:**

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*
3 crack seal repair	43174 <sup>88</sup>	Austin Enterprise Po Box 81926 Bakersfield, CA 93380 (661) 589-1001	931887830	

\*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

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\*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

**B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:**

<b>CONTRACT ITEM OF WORK AND DESCRIPTION</b>	<b>DOLLAR VALUE OF WORK</b>	<b>SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.</b>	<b>DUNS #</b>	<b>AGR*</b>

\*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

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**B. MINORITY-OWNED AND CONTROLLED BUSINESS ENTERPRISES:**

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\*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

**C. OTHER DBE-OWNED BUSINESS ENTERPRISES:**

<b>CONTRACT ITEM OF WORK AND DESCRIPTION</b>	<b>DOLLAR VALUE OF WORK</b>	<b>SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.</b>	<b>DUNS #</b>	<b>AGR*</b>

\*AGR – Annual Gross Receipts

Enter 1 for less than \$500,000

Enter 2 for more than \$500,000 to \$1,000,000

Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000



**C. OTHER DBE-OWNED BUSINESS ENTERPRISES:**

<b>CONTRACT ITEM OF WORK AND DESCRIPTION</b>	<b>DOLLAR VALUE OF WORK</b>	<b>SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.</b>	<b>DUNS #</b>	<b>AGR*</b>

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Enter 1 for less than \$500,000

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Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

**C. OTHER DBE-OWNED BUSINESS ENTERPRISES:**

CONTRACT ITEM OF WORK AND DESCRIPTION	DOLLAR VALUE OF WORK	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	DUNS #	AGR*

\*AGR – Annual Gross Receipts

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Enter 3 for more than \$1,000,000 to \$2,000,000

Enter 4 for more than \$2,000,000 to \$5,000,000

Enter 5 for more than \$5,000,000

## Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).


- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

04/30/2020  
 \_\_\_\_\_  
 Date  
Granite Construction Company  
 \_\_\_\_\_  
 Company Name

  
 \_\_\_\_\_  
 Signature  
Thomas James, Chief Estimator  
 \_\_\_\_\_  
 Title



**RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO: TR-20-002**

**CASHIER'S OR CERTIFIED CHECK FORM**

**(Not required if bid bond accompanies the bid)**

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

[

]

**ATTACH CHECK HERE**

[

]

Bidder (print name): Granite Construction Company

**RUNWAY 12-30 REHABILITATION PROJECT  
AT THE  
BISHOP AIRPORT  
AIRPORT IMPROVEMENT PROGRAM  
FAA AIP GRANT NO. #3-06-0024-022-2020  
COUNTY PROJECT NO: TR-20-002**

**BID BOND**

**(BID PROPOSAL GUARANTEE)**

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

**KNOW ALL MEN BY THESE PRESENTS:** That we, Granite Construction Company

\_\_\_\_\_ as Principal, and

(Name of Bidder)

Travelers Casualty and Surety Company of America

(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 \_\_\_\_\_

Ten Percent (10%) of Bid Amount dollars (\$ 10% of Bid Amount )

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 **RUNWAY 12-30 REHABILITATION PROJECT AT THE BISHOP AIRPORT**, in compliance with the contract therefor:

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

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

WITNESS our hands and seals this 24th day of April, 20 20

Granite Construction Company

Principal

(SEAL) By 

(Name & Title of Authorized Person) Thomas James, Chief Estimator

\_\_\_\_\_  
(Address for Notices to be Sent)

Travelers Casualty and Surety Company of America

Surety

(SEAL) By 

(Name & Title of Authorized Person) Isabel Barron, Attorney in Fact

One Tower Square, Hartford, CT 06183

\_\_\_\_\_  
(Address for Notices to be Sent)



**NOTE:**

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

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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

## ACKNOWLEDGMENT

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

State of California  
County of           Kern          )

On April 29, 2020 before me, Sarah Pearse - Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Sarah Pearse (Seal)



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

## ACKNOWLEDGMENT

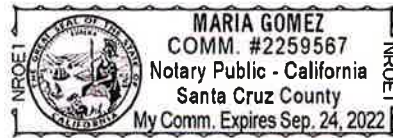
State of California  
County of Santa Cruz )

On April 24, 2020 before me, Maria Gomez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Maria Gomez* (Seal)  
Maria Gomez, Notary Public



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **April**, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**GRANITE CONSTRUCTION COMPANY**

**CERTIFICATE OF SECRETARY**

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**RESOLVED**, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.


**RESOLVED**, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2020 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: March 19, 2020

  
\_\_\_\_\_  
M. Craig Hall



**EXHIBIT 1**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**  
**California Group**  
**Central California Region**

**AUTHORIZED SIGNERS**  
Larry Camilleri, VP Central Region  
Robert Gregg, Construction Manager  
Justin Adams, Regional Controller  
Brian Larinan, Chief Estimator  
Thomas James, Chief Estimator  
John Van Lenten, Project Manager  
Darryl R. Ebel, Construction Manager

**ATTESTORS**  
Robert Gregg, Construction Manager  
Justin Adams, Regional Controller  
Brian Larinan, Chief Estimator  
Dianne Carlisle, Estimating Assistant  
Sarah Pearse, Estimating Assistant  
Shelly D. Beutel, Custom Jobs Administrator  
Jodie Leeman, Business Manager  
Matt Grimm, Senior Project Manager  
Adam Souza, Construction Manager  
Ryan Horton, Materials Manager

**EXHIBIT 2**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**  
**California Group**

**AUTHORIZED SIGNERS**

Brent Fogg, VP Coastal Region  
Carter Rohrbough, VP Valley Region  
Larry Camilleri, VP Central Region  
Scott McArthur, VP Northern Los Angeles Region  
John Boies, VP South Coast Region  
Brad J. Williams, VP Desert Cities Region  
Bradly Estes, VP Construction Materials

**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Runway 12-30 Rehab Project @ the Bishop Airport  
TR-20-002

Bid Opening Date: 4/30/20 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Granite Construction	5,819,639	667,635	6,487,274			X
2.	Bowman Asphalt	7,935,394	1,061,670	8,997,064			X
3.	Qualcon	5,890,218	863,098	6,753,316			X
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy

\* Present: Mike Errante, Ashley Helms  
Bob Wadee, Misc. Contractors

\* via teleconference





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Debbe Ditmar

**SUBJECT:** Amendment No. 1 to the contract between County of Inyo and Terra Verde Renewable Partners, LLC of Larkspur, CA authorizing assignment to Terra Verde Energy, LLC.

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**RECOMMENDED ACTION:**

Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and Terra Verde Renewable Partners, LLC of Larkspur, CA, approving the consent form authorizing the assignment to Terra Verde Energy, LLC of San Francisco, CA, retroactively effective January 1, 2018, with no other change in terms, conditions, or responsibilities as stated in the current contract dated April 17, 2017; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On January 1, 2018, Terra Verde Renewable Partners LLC changed entities to Terra Verde Energy, LLC now located in San Francisco, CA with ownership structure remaining the same and all contracted responsibilities now assigned to this current company name. This name and address change had indeed been reflected on their invoices dating back to 2018, but went unnoticed until now, causing a hold on the current invoice for 19/20 services. According to the Terra Verde Business Manager, a consent form was reportedly sent to Inyo County authorizing this change back in 2018 but was not a document that either of us could produce for verification.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Your Board approved on May 17, 2017 a 5-year contract to Terra Verde Renewable Partners, LLC of Larkspur, CA for Annual Photovoltaic System Inspection and Asset Management Services.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board can decide not to approve this amendment which is not in the best interest of the County as we depend on this company for Asset Management Services for Inyo County's Solar Energy Arrays.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor

**FINANCING:**

No Changes to Financing.

**ATTACHMENTS:**

1. Terra Verde Contract Assignment Consent Form (Inyo County)
2. Terra Verde Contract Amendment 1
3. Terra Verde Renewable Partners Contract

**APPROVALS:**

Debbe Ditmar	Created/Initiated - 7/2/2020
Darcy Ellis	Approved - 7/6/2020
Debbe Ditmar	Approved - 7/7/2020
Breanne Nelums	Approved - 7/7/2020
Michael Errante	Approved - 7/7/2020
Grace Chuchla	Approved - 7/7/2020
Amy Shepherd	Approved - 7/9/2020
Michael Errante	Final Approval - 7/9/2020



**CONSENT TO ASSIGNMENT OF CONTRACT FOR SOLAR PV SYSTEM MAINTENANCE  
BETWEEN COUNTY OF INYO AND TERRAVERDE RENEWABLE PARTNERS**

The undersigned, County of Inyo, is a party to the following contract with TerraVerde Renewable Partners, LLC as follows: “*Agreement between County of Inyo and TerraVerde Renewable Partners, LLC for the provision of Annual Photovoltaic System Inspection Services*” modified contract number 113 dated April 1, 2017 and terminating on March 3, 2022, (the “Contract”). The County of Inyo contract number assigned is C17030.

The undersigned hereby consents to the assignment of the Contract to TerraVerde Energy LLC, effective January 1, 2018. TerraVerde Energy LLC assumed all contracts and responsibilities of TerraVerde Renewable Partners LLC. The ownership structure remains substantially the same. Please note entity change has no bearing on the terms, conditions, rights and responsibilities stated in the contract, which remain unchanged following this assignment.

Executed this \_\_\_\_ day of **July**, 2020.

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

Authorized Person (signature): \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
\_\_\_\_\_  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated \_\_\_\_\_, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from \_\_\_\_\_ to \_\_\_\_\_.

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

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

County and Contractor hereby amend such Agreement as follows:

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.

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRA VERDE RENEWABLE PARTNERS, LLC  
FOR THE PROVISION OF ANNUAL PHOTOVOLTAIC SYSTEM INSPECTION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Annual Photovoltaic System Inspection services of Terra Verde Renewable Partners, LLC of Larkspur, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

**2. TERM.**

The term of this Agreement shall be from April 1, 2017 to March 31, 2022 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Twenty Nine Thousand Five Hundred Dollars and Zero cents (\$29,500.00) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Twenty Nine Thousand Five Hundred Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. USE OF DATA.**

Client shall be owner of all system performance data produced by the Solar Project's data acquisition system. As part of the Services performed, hereunder, Terra Verde shall collect and analyze such data on behalf of Client. Notwithstanding Client's ownership of the performance data, Terra Verde shall have the right to retain copies of and use such performance data for its own purposes, including without limitation, using such data to improve Terra Verde's knowledge and performance of its services generally.

**9. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**10. INSURANCE.**

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

**11. STATUS OF CONTRACTOR.**

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

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

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

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

**12. LIMITATION OF LIABILITY.**

The liability of each party arising out of or related to the terms of this Agreement shall be limited to direct, actual damages only and all other damages and remedies are waived. In no event shall either party be liable to the other party for consequential, special, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort, contract or otherwise.

Without limiting the generality of the foregoing, System Owner acknowledges and agrees that Service Provider's total liability for all claims is limited to amount of Annual Fee System Owner paid to Service Provider under this Agreement for the current year, except to the extent caused by Service Provider's gross negligence or willful misconduct.

**13. FORCE MAJEURE.**

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

"Force Majeure" means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a party's performance under this Agreement; (ii) causes a party to be unable to perform its obligations; or (iii) prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

**14. DEFENSE AND INDEMNIFICATION.**

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

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

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

**15. WARRANTY DISCLAIMER.**

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, SYSTEM PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OF FINANCIAL BENEFIT TO SYSTEM OWNER.

**16. RECORDS AND AUDIT.**

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

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

**17. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the



California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**18. ASSIGNMENT.**

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

**19. DEFAULT.**

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

**20. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**21. CONFIDENTIALITY.**

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

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

**22. CONFLICTS.**

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

**23. POST AGREEMENT COVENANT.**

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

been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**24. SEVERABILITY.**

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

**25. FUNDING LIMITATION.**

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

**26. AMENDMENT.**

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

**27. NOTICE.**

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

<u>County of Inyo</u>	
<u>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Address
<u>Independence, Ca 93526</u>	City and State

Contractor:

<u>Terra Verde Renewable Partners</u>	Name
<u>1100 Larkspur Landing Cir. #155</u>	Address
<u>Larkspur, Ca 04939</u>	City and State

**28. ENTIRE AGREEMENT.**

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

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRA VERDE RENEWABLE PARTNERS, LLC  
FOR THE PROVISION OF ANNUAL PHOTOVOLTAIC SYSTEM INSPECTION SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
9<sup>th</sup> DAY May, 2017.

**COUNTY OF INYO**

By: Mark Tiller  
Dated: 5/9/17

**CONTRACTOR**

By: [Signature]  
Signature  
RICK BROWN  
Type or Print Name  
Dated: 3/22/17

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRA VERDE RENEWABLE PARTNERS, LLC  
FOR THE PROVISION OF ANNUAL PHOTOVOLTAIC SYSTEM INSPECTION SERVICES**

**TERM:**

**FROM:** April 1, 2017 **TO:** March 31, 2022

**SCOPE OF WORK:**

- 1- Monitor System Performance (daily), as follows:
  - a. Confirm Inverter operation
  - b. Validate actual production vs. predicted production
- 2- Manage System Warranties
  - a. Act as a liaison with contractor/manufacturer (as applicable) to enforce PV System Warranty claims
  - b. Issue warranty claims / work orders to contractor/manufacturer to resolve deficiencies found during Annual System Inspection
- 3- Conduct Annual System Inspection, consisting of the following:
  - a. Validate conductor continuity and torque marks
  - b. Conduct Voc tests or perform I-V curve tracing
  - c. Check for burned fuses
  - d. Check for electrical hot spots, as needed
  - e. Check inverters, disconnect switches, combiner boxes
  - f. Check pyranometer and temperature sensors
  - g. Conduct visual inspection of System
  - h. Perform annual inverter maintenance per manufacturer's equipment manual
  - i. Test ground fault values at the inverters
- 4- Prepare Quarterly Memos, including the following information:
  - a. Executive Summary
  - b. Assessment of PV System Performance, relative to PVWatts or PVSyst Baselines
  - c. Summary of actions taken
  - d. Summary of maintenance/warranty log
- 5- Analyze Results of Annual System Inspection, and alert the System Owner to any recommended action
- 6- Manage Corrective Maintenance (Contingency) Budget
  - a. Advise owner on the need for PV Module washing, vegetation trimming, soil stabilization, non-warranty equipment and labor costs, and other expenditures and activities
  - b. Manage and schedule the foregoing activities other than PV Module washing, subject to written approval of System Owner and allocation of funds for such activities by System Owner

**System Locations:**

Inyo County Jail 398 S Clay St., Independence, CA, 93526  
Inyo County Juvenile Hall 201 Mazourka Canyon Rd., Independence, CA 93526  
Inyo County Courthouse Annex 168 N Edwards St., Independence, CA, 93526

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TERRA VERDE RENEWABLE PARTNERS, LLC  
FOR THE PROVISION OF ANNUAL PHOTOVOLTAIC SYSTEM INSPECTION SERVICES**

**TERM:**

**FROM:** April 1, 2017 **TO:** March 31, 2022

**SEE ATTACHED INSURANCE PROVISIONS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/17/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> D&M Insurance Solutions 2625 McCormick Drive Suite 104 Clearwater, FL 33759 Phone (727) 797-4800 Fax (727) 797-9200		<b>CONTACT NAME:</b> Dave Cox <b>PHONE (A/C, No, Ext):</b> (727) 797-4800 <b>FAX (A/C, No):</b> (727) 797-9200 <b>E-MAIL ADDRESS:</b> dave.cox@dminsurancesolutions.com	
<b>INSURED</b> TERRAVERDE RENEWABLE PARTNERS 1100 LARKSPUR LANDING LARKSPUR, CA 94939 (410) 347-0817		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company- AXII AM Best Rating <b>INSURER B:</b> Houston Casualty Co- A+ XV <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACE303720	08/09/2016	08/09/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 Pollution Liability \$ 1,000,000.00 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>		N	PACE303720	08/09/2016	08/09/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	EXC301609	08/09/2016	08/09/2017	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability/E&O			HCC 1664865	08/09/2016	08/09/2017	\$2,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is Primary and Non Contributory. Waiver of Subrogation applies as per written contract. Cancel for non payment is 10 days and 30 days for all other reasons. Certificate holder is listed as Additional Insured under the General Liability form EPACE001-0415.

**CERTIFICATE HOLDER****CANCELLATION**County of Inyo  
Officers, Agents and Employees  
P.O. Drawer Q  
Independence, CA 93526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Barbara Jackson*



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Sole source and purchase order with Lexipol for policy manual updates and maintenance.

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**RECOMMENDED ACTION:**

Request Board: A) declare Lexipol of Aliso Viejo, CA a sole-source provider of policy manual updates and daily training bulletins; and B) authorize the issuance of a purchase order in an amount not to exceed \$21,639, payable to Lexipol of Aliso Viejo, CA for policy manual updates and daily training bulletins.

**SUMMARY/JUSTIFICATION:**

Several years ago our office contracted with Lexipol to re-write our Operations Policy and Procedural Manual. The result was a comprehensive and up to date manual that complies with the current best practice in law enforcement procedures which is continually updated to address new changes in case law and statutes. Continuing our subscription with Lexipol provides current best practices and continually updates our department manual as needed. It is customized to the Department's needs and receives timely revisions and notifications to any changes in law or regulatory mandates.

The purchase also includes the Daily Training Bulletins. The Daily Training Bulletins require staff to be tested on their knowledge of existing and updated policy through scenario based exercises. The individual tests results are then logged providing the department with a training record. The Daily Training Bulletin is a proven tool to help mitigate liability by appraising the Sheriff's Department of updated case law and legal standards.

Lexipol meets the criteria for sole source as defined in the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for commodity or service, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Should your Board choose not to authorize this purchase, Sheriff's personnel would be tasked with revising the current manual without the benefit of Lexipol resources and expertise. Increases to the workload of existing personnel would increase overtime expense and reduce our manpower on the streets, posing safety concerns for county employees.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
Purchasing

**FINANCING:**

Funding for this purchase is included in the 20/21 Requested Sheriff General budget (022700), and Jail General Budget (022900), object code General Operating (5311)

**ATTACHMENTS:**

1. 2021 Lexipol Quotes

**APPROVALS:**

Riannah Reade	Created/Initiated - 6/23/2020
Darcy Ellis	Approved - 6/23/2020
Riannah Reade	Approved - 6/23/2020
Marshall Rudolph	Approved - 6/23/2020
Amy Shepherd	Approved - 6/23/2020
Jeffrey Hollowell	Final Approval - 6/24/2020



## Riannah Reade

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**From:** Theresa Furman <tfurman@lexipol.com>  
**Sent:** Wednesday, June 17, 2020 10:04 AM  
**To:** Riannah Reade  
**Subject:** 2020 Pricing

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hi Riannah-

First I'd like to apologize for the delay. Your request went into a general mailbox and was just sent to me. I am your agency Account Manager, Theresa Furman. Your pricing for 2020 on the custody side is \$5,226 for policy and DTBs.

Please let me know if you need anything else.

**Theresa Furman**  
Client Success Account Manager - So Cal and AZ  
**Direct Line: 949-313-6583**  
**KMS Tech Support: 949-309-3894**



[Lexipol](#) | [PoliceOne](#) | [FireRescue1](#) | [EMS1](#)  
[CorrectionsOne](#) | [LocalGovU](#) | [EfficientGov](#)

## Riannah Reade

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**From:** Lexipol Billing <billing@lexipol.com>  
**Sent:** Thursday, March 5, 2020 1:31 PM  
**To:** Riannah Reade  
**Cc:** billing@lexipol.com  
**Subject:** Lexipol Subscription Renewal – Advance Notice

Ms. Reade:

Thank you for being a Lexipol customer. We greatly appreciate your business and the opportunity to help improve your agency's performance.

Inyo County Sheriff's Office's Lexipol subscription will be renewing in the coming months. We know your agency's budget is the result of careful planning and resource allocation, so we're providing you advance notice of your 2020-2021 renewal pricing, as noted below.

Subscriptions	Price	Effective dates
Annual Law Enforcement Subscription	\$ 14,148	07/01/2020-6/30/2021
Management Services Subscription	\$ 2,265	07/01/2020-6/30/2021
Total:	\$ 16,413	

**This is not an invoice. An invoice will be sent 30 days prior to your renewal date.**

In addition to providing you critical policy updates and the highest quality training, we continually invest in enhancements designed to improve how you manage your policies and deliver the latest information about the risks facing you and your personnel. Recently added services include:

- Enhanced onboarding and training resources to accelerate new policy adoption and rollout to staff
- KMS features that provide the ability to organize your personnel into User Groups so you can easily control which types of policies and training go to which staff, as well as the ability to schedule required policy reviews and acknowledgments (e.g., annual review of Discriminatory Harassment Policy)
- A redesigned website with improved navigation and new education resources, including The Briefing newsletter, a free resource that brings you blog articles on hot topics in public safety
- Expanded support for accreditation in select states through our Accreditation Workbench, with additional states coming soon

We look forward to working with you this year on improving operational safety and reducing the risk of costly litigation. If you have any questions about your Lexipol subscription, please contact your Customer Success Manager.

Sincerely,  
Lexipol Finance Department



# County of Inyo



## Probation

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Chief Probation Officer

**SUBJECT:** Proclamation declaring week of July 19th through July 25th, 2020 as Probation Services Week in Inyo County.

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**RECOMMENDED ACTION:**

Request Board approve a proclamation declaring July 19th through 25th, 2020 as Probation Services Week in Inyo County.

**SUMMARY/JUSTIFICATION:**

The week of July 19th through the 25th, 2020 is being proclaimed Probation Services Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Inyo Probation Services Week Proclamation 2020

**APPROVALS:**

Krystal Phillips  
Darcy Ellis  
Krystal Phillips  
Jeffrey Thomson

Created/Initiated - 7/6/2020  
Approved - 7/6/2020  
Approved - 7/6/2020  
Final Approval - 7/8/2020





**PROCLAMATION OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING  
THE WEEK OF JULY 19<sup>th</sup> THROUGH 25<sup>th</sup>, 2020 PROBATION SERVICES WEEK IN INYO COUNTY**

**COMMUNITY, PRIDE, AND PROGRESS**

**WHEREAS**, there are many dedicated probation, parole, and pre-trial professionals in Inyo County, the State of California, and the Nation as a whole, who help make our communities safe places to live; and

**WHEREAS**, the Inyo County Probation Department recognizes that its employees are the most valuable resource in promoting positive change to the most vulnerable youth and adult populations and encourages innovation, motivation, and education within; and

**WHEREAS**, this year's theme of "Restoring Trust and Creating Hope" is more important now than ever before as communities are experiencing emotionally turbulent times where trust and hope have been replaced with fear and polarization. The Inyo County Probation Department is committed to treating every individual with respect, dignity, and professionalism no matter who they are, where they came from, or what their background is.

**WHEREAS**, during a pandemic and public health crisis, ICPD professionals have assisted the County to provide support, security and essential services to the most vulnerable citizens within our community while they continued to provide the highest level of care and supervision possible to their probation clients and families; and

**WHEREAS**, ICPD professionals teach and encourage perseverance and provide the tools to adapt to change in a time of constant unknowns, ups and downs in our country.

**WHEREAS**, ICPD professionals work collaboratively with local law enforcement, treatment providers, social service agencies, and a variety of other programs, groups and individuals involved with offenders during the transition from incarceration to the community; and

**WHEREAS**, the hard-working and truly devoted probation professionals continue to meet and overcome the many sophisticated and complex challenges of an ever-changing system and dynamic world; and

**WHEREAS**, ICPD professionals help bridge the gap between law enforcement and community supervision for our diverse communities, especially our youth, by showing them respect, treating them as valued individuals, and maintaining their trust.

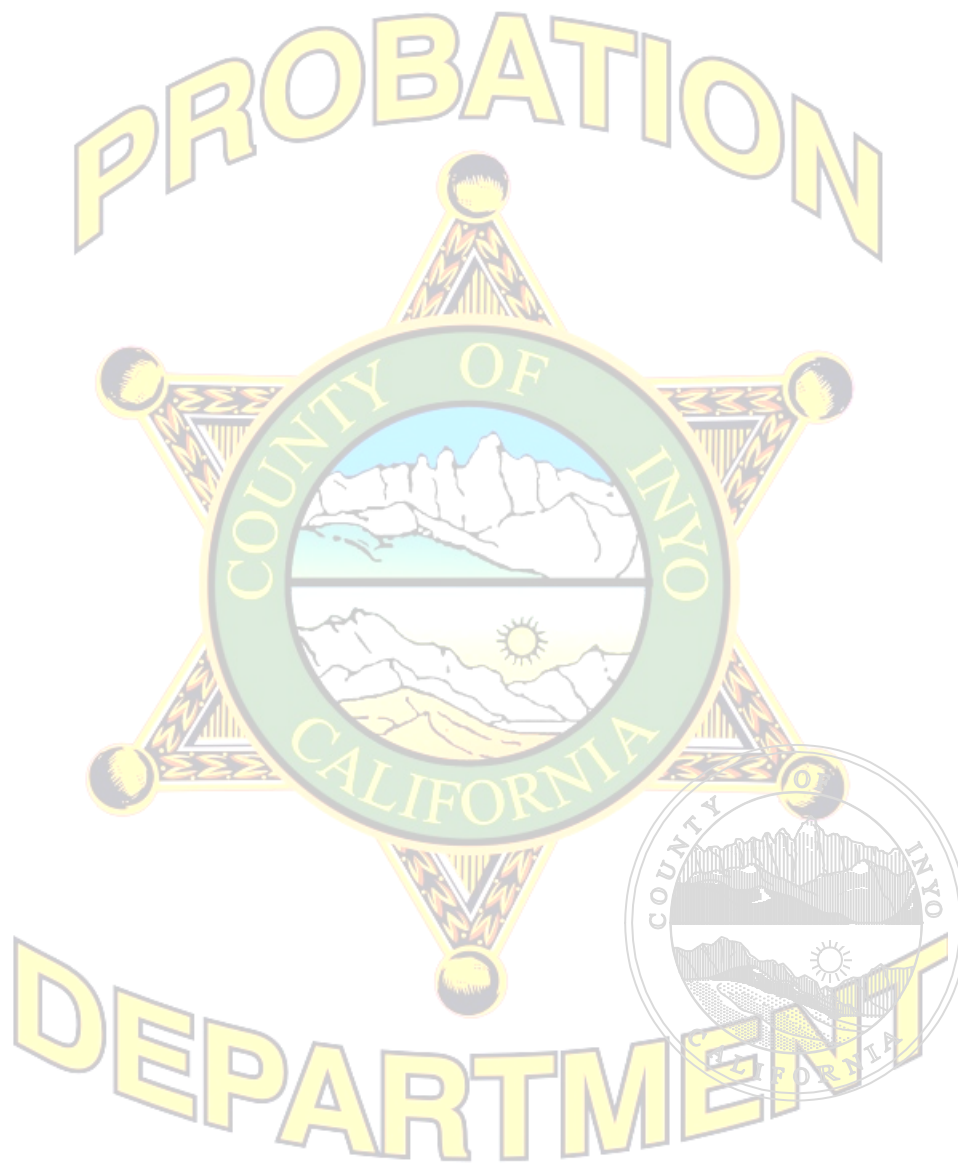
**WHEREAS**, Probation Services Week is a time for the people of Inyo County to recognize the great men and women who work for the Probation Department; and that probation is the linchpin of the criminal and juvenile justice systems in Inyo County and could not operate without the hard work and dedication these professionals exhibit each day by providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors, and contributors to our society.

**NOW THEREFORE**, the Inyo County Board of Supervisors join with other communities and the Nation in honoring these outstanding public servants by declaring the week of July 19<sup>th</sup> through 25<sup>th</sup>, 2020 as Probation Services Week in Inyo County.

**PASSED AND PROCLAIMED** by the Inyo County Board of Supervisors, this 14<sup>th</sup> day of July, 2020.

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*Matt Kingsley, Chairperson*  
Inyo County Board of Supervisors



*Attest: CLINT G. QUILTER*  
*Clerk of the Board*

*by:* \_\_\_\_\_  
*Darcy Ellis, Assistant*



# County of Inyo



## Water Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Inyo County Water Department

**SUBJECT:** Approval of contracts between the County of Inyo and LORP MOU Consultants, Mark Hill LLC and Bill Platts (dba Platts Consulting)

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contracts between the County of Inyo and Lower Owens River Project Memorandum of Understanding consultants Mark Hill and Bill Platts (dba Platts Consulting), serving as individual independent contractors, for the provision of LORP Biological Resources Consulting Services in the amount of \$15,220.00 for Mark Hill and \$15,220.00 for Bill Platts for a total combined amount not to exceed \$30,440.00 for the period of July 1, 2020 to June 30, 2021; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). The County administers the MOU Consultants' contracts. Their tasks and budget are described in the annual LORP Work Plan.

A 2020-2021 annual LORP Work Plan was prepared according to the Agreement between the County of Inyo and City of Los Angeles concerning operation and funding of the Lower Owens River Project (Funding Agreement) Sections D, E, and F. On June 11, 2020, the Technical Group adopted a 2020-2021 fiscal year Lower Owens River Project Work Plan, Budget, and Schedule. Following adoption by the Technical Group, the work programs must be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented. Your Board approved the FY 2020-2021 LORP Work Plan and Budget on June 16, 2020. The FY 2020-2021 LORP Work Plan Budget included a total \$30,440.00 for MOU consultant services.

The costs of consultants, if any, who assist in LORP-related monitoring, data collection, data analysis, and/or reporting, is a post-implementation cost that is shared by Inyo County and LADWP (Post Implementation Agreement Section II.D.4).

The FY 2020-2021 LORP Work Plan identifies tasks to be carried out by MOU consultants'. These include:

TASK 1. RIVER AND WETLAND SITE VISITS

TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS (AMR)

TASK 3. BWMA INTERIM MANAGEMENT PLAN REVIEW

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative would delay the consultants' work and interfere with meeting specified reporting schedules.

**OTHER AGENCY INVOLVEMENT:**

LADWP

**FINANCING:**

Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000.00 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000.00, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place



prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The balance of the Post Implementation Credit held by LADWP was \$1,003,155 as of April 2019.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

As of February 28, 2020, the balance of the LORP Trust held by the County was \$2,392,818.19.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

On June 1, 2010, LADWP and the County entered into a LORP Post-Implementation Funding Agreement delineating the joint funding mechanisms that would be used to fund and implement the LORP. The LORP Post-Implementation Agreement, Section N provides that:

Only after the credit has been fully expended will the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account; however, before the credit has been fully expended, the County may reimburse itself from the trust account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.

These contracts have been budgeted in the 2020-2021 Water Department budget (024102), Professional Services (5265) and will be funded from the LORP Trust Account (504103).

**ATTACHMENTS:**

1. Mark Hill Contract
2. Platts Consulting Contract

**APPROVALS:**

Laura Piper  
Darcy Ellis  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 6/22/2020  
Approved - 6/22/2020  
Approved - 6/22/2020  
Final Approval - 6/23/2020

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the **Biological Resources Consulting** services of MARK HILL LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Fifteen thousand two hundred twenty ----- Dollars (\$ 15, 220-----) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

1. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant 's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

## 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

## 7. COUNTY PROPERTY.

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

## 8. INSURANCE.

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

## 9. STATUS OF CONSULTANT.

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## 10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

## 11. RECORDS AND AUDIT.

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

Inyo County Water Department  
P.O. Box 337  
Independence, CA 93526

Name  
Address  
City and State

**Consultant :**

Mark Hill LLC  
185 Pinnacle Ct  
Mesquite, NV 89027

Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

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

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

**CONSULTANT**

By: Mark Hill

Signature

Mark Hill

Print or Type Name

Dated: 6/15/20

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .156

**ATTACHMENT A**

**AND** AGREEMENT BETWEEN COUNTY OF INYO  
MARK HILL LLC  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2020      **TO:** JUNE 30, 2021

**SCOPE OF WORK:**

See Attachment A

## 2020-21 Work Plan and Budget for Mr. Mark Hill, LORP MOU Consultant

The total budget is \$15,220

### TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will visit all of the LORP units to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will allow the Consultant to view the LORP prior to reviewing and evaluating the 2020-21 annual report and making adaptive management recommendations.

*Labor:*

Principal (Hill)  
Subtotal

HOURS	RATE	COST
20	\$130	\$2,600
		\$2,600

*Expenses:*

Travel (Mileage 1500/trip @ \$0.58/mi)

Lodging

Per Diem

Expenses Subtotal

0.5	\$840	\$420
2	\$155	\$310
2	\$95	\$190
		\$920

### TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS (AMR)

In late October, LADWP and ICWD will forward the draft annual report to the consultants. The consultants will review the chapters and verify conclusions. Following review and evaluation of the draft annual report a final chapter for AMR will be written for the final annual report and included in the LORP Annual Report. The deliverables will come in the form of a simple MS Word Document. AMR must be delivered to Inyo and LADWP by the first Monday in December.

*Labor:*

Principal (Hill)  
Subtotal

HOURS	RATE	COST
60	\$130	\$7,800
		\$7,800

### TASK 3. BWMA INTERIM MANAGEMENT PLAN REVIEW

LADWP and Inyo County will draft a 5 year interim management plan for the BWMA that incorporates a seasonal flooding regime. This task allows for the MOU Consultant to review and comment on the interim management plan prior to its issuance to the MOU Parties. The deliverable for this task will be a MS Word document containing the MOU Consultant's comments.

Principal (Hill)  
Subtotal

HOURS	RATE	COST
30	\$130	\$3,900
		\$3,900

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**FROM:** JULY 1, 2020      **TO:** JUNE 30, 2021

**SCHEDULE OF FEES:**

County shall pay to Contract for the work and services described in Attachment A which are performed by Consultant at County's request in an amount not to exceed \$ 15,220 .....

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** MARK HILL LLC  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2020 **TO:** JUNE 30, 2021

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel expenses will be reimbursed at the following rates:

Mileage	@ \$ .58	per mile
Lodging	\$ 155.00	per day
Per Diem	\$ 95.00	per day

Section 3E- Billing and Payment because of the flat rate no receipts for lodging or per diem is required.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

**SEE ATTACHED INSURANCE PROVISIONS**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the **Biological Resources Consulting** services of PLATTS CONSULTING (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Fifteen thousand two hundred twenty ----- Dollars (\$ 15,220 -----) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

1. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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



## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

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

## **7. COUNTY PROPERTY.**

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

## **8. INSURANCE.**

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

## 9. STATUS OF CONSULTANT.

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## 10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

## 11. RECORDS AND AUDIT.

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

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

## **12. NONDISCRIMINATION.**

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

## **13. CANCELLATION.**

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

## **14. ASSIGNMENT.**

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

## **15. DEFAULT.**

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

## **16. WAIVER OF DEFAULT.**

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

## **17. CONFIDENTIALITY.**

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

confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

Inyo County Water Department  
P.O. Box 337  
Independence, CA 93526

Name  
Address  
City and State

**Consultant :**

Platts Consulting  
3920 W. Hillcrest Dr.  
Boise, ID 83705

Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

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

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

**CONSULTANT**

By: William S. Platts

Signature  
WILLIAM S. PLATTS  
Print or Type Name

Dated: 6-6-2020

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .158

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**PLATTS CONSULTING**  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2020      **TO:** JUNE 30, 2021

**SCOPE OF WORK: \***

See Attachment A

## 2020-21 Work Plan and Budget for Mr. Bill Platts, LORP MOU Consultant

The total budget is \$15,220

### TASK 1. RIVER AND WETLAND SITE VISITS

The MOU Consultant will visit all of the LORP units to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will allow the Consultant to view the LORP prior to reviewing and evaluating the 2020-21 annual report and making adaptive management recommendations.

*Labor:*

Principal (Plattes)

Subtotal

HOURS	RATE	COST
20	\$130	\$2,600
		\$2,600

*Expenses:*

Travel (Mileage 1500/trip @ \$0.58/mi)

Lodging

Per Diem

Expenses Subtotal

0.5	\$840	\$420
2	\$155	\$310
2	\$95	\$190
		\$920

### TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS (AMR)

In late October, LADWP and ICWD will forward the draft annual report to the consultants. The consultants will review the chapters and verify conclusions. Following review and evaluation of the draft annual report a final chapter for AMR will be written for the final annual report and included in the LORP Annual Report. The deliverables will come in the form of a simple MS Word Document. AMR must be delivered to Inyo and LADWP by the first Monday in December.

*Labor:*

Principal (Plattes)

Subtotal

HOURS	RATE	COST
60	\$130	\$7,800
		\$7,800

### TASK 3. BWMA INTERIM MANAGEMENT PLAN REVIEW

LADWP and Inyo County will draft a 5 year interim management plan for the BWMA that incorporates a seasonal flooding regime. This task allows for the MOU Consultant to review and comment on the interim management plan prior to its issuance to the MOU Parties. The deliverable for this task will be a MS Word document containing the MOU Consultant's comments.

Principal (Hill)

Subtotal

HOURS	RATE	COST
30	\$130	\$3,900
		\$3,900



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_ PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**FROM: JULY 1, 2020 TO: JUNE 30, 2021**

**SCHEDULE OF FEES:**

County shall pay to Contract for the work and services described in Attachment A which are performed by Consultant at County's request in an amount not to exceed \$ 15,220 -----.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** MARK HILL LLC  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2020 **TO:** JUNE 30, 2021

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel expenses will be reimbursed at the following rates:

Mileage	@ \$ <u>.58</u>	per mile
Lodging	<u>\$ 155.00</u>	per day
Per Diem	<u>\$ 95.00</u>	per day

Section 3E- Billing and Payment because of the flat rate no receipts for lodging or per diem is required.

**ATTACHMENT D**

**AND** AGREEMENT BETWEEN COUNTY OF INYO  
PLATTS CONSULTING  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2020      **TO:** JUNE 30, 2021

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Chris Cash

**SUBJECT:** Birchim Lane Emergency Repair Update

---

**RECOMMENDED ACTION:**

Request Board: A) review the emergency action approved at the July 7, 2020 meeting in regards to the repaving of Birchim Lane; and B) determine that there is a need to continue the emergency action in accordance with Public Contract Code Section 22050 (*4/5ths vote required*).

**SUMMARY/JUSTIFICATION:**

During the July 7, 2020 meeting of the Board of Supervisors, your Board took action to approve Resolution No. 2020-31, authorizing emergency pavement repair and construction on Birchim Lane. Pursuant to Public Contract Code Section 22050, the Board shall review and determine whether there is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated. The Department of Public Works recommends that the emergency action be continued until the work contemplated on Birchim Lane has been completed. Construction is anticipated to begin the week of July 20, 2020.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The funding for the emergency contract is available in the Road Budget 034600, Object Code 5719 - Birchim Lane. Continuation of the emergency action will not change the previously approved finance details.

**ATTACHMENTS:**

1. Resolution No. 2020-31

**APPROVALS:**

Trevor Taylor  
Darcy Ellis  
Trevor Taylor  
Breanne Nelums  
Marshall Rudolph  
Michael Errante

Created/Initiated - 6/30/2020  
Approved - 7/1/2020  
Approved - 7/8/2020  
Approved - 7/8/2020  
Approved - 7/8/2020  
Final Approval - 7/8/2020

**RESOLUTION NO. 2020-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING  
EMERGENCY PAVEMENT REPAIR AND CONSTRUCTION ON BIRCHIM LANE**

*WHEREAS*, Birchim Lane currently serves as the primary access road for the community of 40 Acres due to the 2017 washout of the North Round Valley Road bridge spanning Pine Creek; and

*WHEREAS*, the condition of Birchim Lane has been found to be a serious ingress/egress issue for the community of 40 Acres and a clear hazard for the travelling public due to unacceptable bleeding of asphalt oil and a dust/debris hazard created by current efforts to mitigate oil bleeding with cinder and sand spreading; and

*WHEREAS*, restoration of Birchim Lane to an acceptable condition as a primary access road for the residents of 40 Acres is necessary to ensure adequate emergency response access and to prevent or mitigate the loss or impairment of life or property, and it is necessary to commence repair immediately; and

*WHEREAS*, under such circumstances, Section 20134(a) of the California Public Contract Code provides that the board of supervisors, by four-fifths vote, may proceed at once to repair the condition of Birchim Lane without adopting the plans, specifications, strain sheets or working details or, subject to Public Contract Code section 22050, giving notice for bids to let contracts.

***NOW, THEREFORE, BE IT RESOLVED*** by the Inyo County Board of Supervisors as follows:

**SECTION ONE:** The Board finds that an emergency exists with respect to the ingress/egress issues created by the condition of Birchim Lane and that repairs to restore Birchim Lane to an adequate condition as a primary access road are necessary immediately to prevent or mitigate the loss or impairment of life or property and to allow for sufficient emergency access.

**SECTION TWO:** The Inyo County Board of Supervisors finds based on the foregoing and other evidence presented to it, which shall be set forth in the minutes of the meeting at which this Resolution is adopted, that the emergency need for repairs described above will not permit a delay resulting from a competitive solicitation for bids, and that the repairs are necessary to respond to the emergency.

**SECTION THREE:** Pursuant to Public Contract Code sections 20134(a) and 22050, the Board of Supervisors hereby delegates to the Public Works Director or his designee the authority to order and contract for the emergency repairs discussed above and to take any directly related and immediate action required by that emergency, in an amount not to exceed \$383,628.96, without the Board adopting the plans, specifications, strain sheets, or working details and without giving notice for bids to let contracts, to the fullest extent permitted by those code sections and other applicable law.

**SECTION FOUR:** In accordance with Public Contract Code Section 22050, the Board shall review and determine whether is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated.


***PASSED AND ADOPTED*** this 7th day of July, 2020 by the following vote:

**AYES :** -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

**NOES :** -0-

**ABSTAIN:** -0-

**ABSENT:** -0-

  
\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: Clint G. Quilter  
Clerk of the Board

By:   
\_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Rhiannon Baker

**SUBJECT:** Agreement between Inyo County and County Medical Services Program for a Local Indigent Care Needs Planning Project Grant Program

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the Local Indigent Care Needs Program Grant Program agreement between the County of Inyo and the County Medical Services Program (CMSP) for a planning grant of \$50,000 to develop a financial and operational pro forma for a mobile health clinic, and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

In November 2019 the County Medical Services Program (CMSP) released a Local Indigent Care Needs Program (LICN Program) Request for Proposals (RFP) with a planning project grant of up to \$50,000 over a one year project period. The LICN program aims to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health, and associated support services in CMSP counties. In December 2019 Inyo County HHS submitted an application detailing a plan to implement a mobile healthcare unit in partnership with Toiyabe, NIHD, and SIHD to provide primary care, specialty care, behavioral health or follow up care after inpatient to low income adults with transportation challenges who do not live near Hwy 395 and experience drive times of up to 4 hours to access health care.

In February 2020 we received notification from CMSP that our proposal was approved and would receive grant funding of \$50,000; a date of July 1, 2020 was selected for the first disbursement of funds. It was shortly after this notification was received that Inyo County HHS was inundated with a COVID-19 related workload and approval to receive these funds was inadvertently not requested from your board.

We are respectfully requesting that your board ratify and approve this agreement so that we may submit an invoice to CMSP requesting the first July 2020 disbursement of \$20,000, followed by a January 2021 invoice requesting disbursement of \$25,000 and finally a July 2021 invoice requesting the disbursement of the remaining \$5,000; totaling \$50,000.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to approve this agreement, which would result in our inability to participate in determining the viability of implementing of a mobile healthcare unit.



**OTHER AGENCY INVOLVEMENT:**

Toiyabe Indian Health Project, Northern Inyo Healthcare District, Southern Inyo Healthcare District

**FINANCING:**

These funds will be deposited in the HHS Suspense Trust (505104).

**ATTACHMENTS:**

1. Local Indigent Care Needs Program Agreement
2. Local Indigent Care Needs Program Final application 12.18.19

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 7/1/2020
Darcy Ellis	Approved - 7/1/2020
Meaghan McCamman	Approved - 7/2/2020
Melissa Best-Baker	Approved - 7/2/2020
Marilyn Mann	Approved - 7/2/2020
Marshall Rudolph	Approved - 7/2/2020
Amy Shepherd	Approved - 7/2/2020
Marilyn Mann	Final Approval - 7/2/2020

**AGREEMENT FOR**  
**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD**  
**LOCAL INDIGENT CARE NEEDS PLANNING PROJECT GRANT PROGRAM**

**between**

**COUNTY MEDICAL SERVICES PROGRAM**  
**GOVERNING BOARD**  
**("Board")**

**and**

**INYO COUNTY HEALTH AND HUMAN SERVICES**  
**("Grantee")**

Effective as of:  
July 1, 2020

**AGREEMENT**

**COUNTY MEDICAL SERVICES PROGRAM  
LOCAL INDIGENT CARE NEEDS GRANT PROGRAM**

**FUNDING PLANNING PROJECT GRANT**

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Local Indigent Care Needs Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice and reports as required in this Agreement from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Local Indigent Care Needs Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than ten percent (10%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. In addition, Grantee shall comply with the terms of Exhibit E Use of Grant Funds attached hereto. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Matching Funds and In Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in kind match of a minimum of ten percent (10%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in kind match (or alternatively, matching fund of a minimum of ten percent (10%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources; provided, however such matching funds shall not originate from any CMSP funding source such as a Health Systems Development Grant or Wellness and Prevention Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Board Consent Required for Purchase of Specified Personal Property. If Grantee's Application anticipates the purchase of any personal property valued in excess of \$5,000 with Grant Funds, including but not limited to computers, software, equipment or vehicles ("Specified Personal Property"), then Grantee must obtain the Board's prior written consent for any such purchase. Grantee shall make such request for the Board's consent pursuant to a form and manner as determined by the Board.

6. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

7. Technical Assistance Consultant: The Grantee shall participate in technical assistance programs and collaborate with the Technical Assistance Consultant as hired by the

Board (“Technical Assistance Consultant”) as requested. At a minimum, Grantee is required to participate in one or more interviews with the Technical Assistance Consultant, have a minimum of one (1) representative participate in Quarterly Technical Assistance Conference Calls and/or Webinars and host the Technical Assistance Consultant at least one (1) site visit at the earliest coordination in the beginning of the Grant. Additional site visit(s) and technical assistance services will be coordinated as needed to advance the planning efforts of the Grantee.

8. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

9. Audits. The Board may conduct such audits as necessary to verify Grantee’s compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee’s performance of the Project in accordance with the terms of this Agreement Grantee shall cooperate fully with the Board, its agents and contractors in connection with any audit and provide information to the Board, its agents and contractors in a timely manner.

10. Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Interim Report. Grantee shall submit one (1) interim report to the Board using the Interim Report Form. Each report should: (1) clearly define the target population and its needs, (2) demonstrate progress toward answering questions posed in the Grantee’s submitted application, (3) demonstrate progress toward meeting Project’s identified goals (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Planning Work Plan as set forth in Exhibit C; (6) provide an update on any Project staff changes or added responsibilities, (7) describe the Grantee’s experience utilizing Technical Assistance, (8) describe changes in key partnerships, and (9) provide an overall impact on target population so far and any significant success stories. The interim report shall be due to the Board on January 30, 2021.

C. Interim Expenditure Report. Grantee shall submit one (1) interim expenditure report to the Board using the Interim Expenditure Report Template. Each interim expenditure report should: (1) compare budget expenditures to actual expenditures for the reporting period, (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the remaining project period. The interim expenditure report shall be due to the Board on January 30, 2021.

D. Final Report. Grantee shall submit a final report to the Board using Final Report Template by July 31, 2021, that: (1) clearly defines the target population and their needs, (2) provide answers to each of the questions posed in the Grantee's submitted application, (3) provide measurable outcomes to the identified Project goals (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Planning Work Plan as set forth in Exhibit C; (6) provide an update on any Project staff changes or added responsibilities, (7) describe the Grantee's experience utilizing Technical Assistance, (8) describe any key partnerships changes, and (9) define the overall impact the Project has had on the target population and any significant success stories.

E. Non-Compliance with Reporting Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth in this Agreement and in the RFP.

11. Term. The term of this Agreement shall be from July 1, 2020, to September 28, 2021, unless otherwise extended in writing by mutual consent of the parties.

12. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in Sections 1, 2.B, 2.D, 2.E, 4, 5, 6, 7, 8, 9 and 10. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

13. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

15. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

16. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

17. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage

prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

18. Amendment. All amendments must be agreed to in writing by Board and Grantee.

19. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

20. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

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

Dated effective: July 1, 2020

BOARD:  
COUNTY MEDICAL SERVICES  
PROGRAM GOVERNING BOARD

GRANTEE:  
INYO COUNTY HEALTH AND HUMAN  
SERVICES

By: \_\_\_\_\_  
Kari Brownstein, Administrative Officer

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

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

Title: \_\_\_\_\_

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

**EXHIBIT A**

GRANTEE: Inyo County Health and Human Services

GRANTEE'S PARTNERS UNDER CONTRACT<sup>1</sup>

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GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$50,000.00

If the Project warrants a change in payment schedule, the payment schedule may be modified by the Board provided Grantee has submitted any required expenditure reports.

1. Amount to Be Paid Upon Execution of This Agreement (40%): \$20,000.00
2. Amount To Be Paid Within 30 Days Following Receipt of Invoice, First Interim Report and Interim Expenditure Report (anticipated to be 01/30/2021) (50%): \$25,000.00
3. Amount To Be Paid Within 30 Days Following Receipt of Invoice, the Final Report and Final Expenditure Report (anticipated to be 07/31/2021) (10%): \$5,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

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If Funds will be Used to Purchase Specified Personal Property, List Specified Personal Property to be Purchased and Date of Consent by the Board:

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<sup>1</sup> Attach copy of any contract.



LICN-012

NOTICES:

Board:

County Medical Services Program Governing Board

Attn: Anna Allard, Grants Manager

1545 River Park Drive, Suite 435

Sacramento, CA 95815

(916) 649-2631 Ext. 120 (phone)

(916) 649-2606 (facsimile)

Grantee:

Inyo County Health and Human Services

Attn: Marilyn Mann, Director of Health and Human  
Services

163 May Street

Bishop, CA 93514

(760) 937-1253 (phone)

**EXHIBIT B**  
**REQUEST FOR PROPOSAL**  
**BOARD'S REQUEST FOR PROPOSAL**

# REQUEST FOR PROPOSALS

## County Medical Services Program Governing Board CMSP Local Indigent Care Needs Grant Program

### I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) received by the Governing Board and county general-purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. County welfare departments located in the 35 participating counties handle eligibility for and enrollment in CMSP. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income).

Beginning in 2019, under the Path to Health Pilot Project, the Governing Board established a primary care benefit coverage program for low-income, undocumented CMSP county residents that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. The target population for the Path to Health Pilot Project is undocumented adults ages 21 and older that are enrolled in an emergency services only Medi-Cal program aid code and reside in one of the thirty-five CMSP counties. Enrollment in Path to Health is carried out by community health centers participating in the program.

Beyond Path to Health, the Governing Board operates other pilot projects, including the Health Systems Development and Wellness and Prevention grant programs, and two healthcare workforce development programs.

## II. ABOUT THE CMSP LOCAL INDIGENT HEALTH SERVICES PROGRAM

Through the Local Indigent Care Needs Program (LICN Program), the Governing Board seeks to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health and associated support services in CMSP counties. The principal goals of the LICN Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and, improve overall health outcomes for these target populations.

### A. Program Tracks and Funding Rounds

The LICN Program will be implemented through two (2) separate program tracks and four (4) separate funding rounds.

#### 1. Program Tracks

Track One – Planning Project Grants: Grants shall be available to CMSP county or non-profit agency applicants with demonstrated capacity to bring local stakeholders together, who intend to apply for an Implementation Program Grant and have the desire to develop an Implementation Plan in accordance with the requirements of the LICN Program (Implementation Plan).

Applying for a Planning Project Grant is optional. Applicants may apply directly for an Implementation Program Grant if they choose.

Track Two – Implementation Program Grants: Grants shall be available to CMSP county or non-profit agency applicants to support concrete, defined Implementation Plans that address the goals and objectives of the LICN Program. Applicants must show demonstrated experience bringing local stakeholders together and a demonstrated role providing health and/or human services in the community for low-income and/or indigent residents in CMSP counties.

#### 2. Program Funding Rounds

##### A. Funding Round 1:

1. Track One – Planning Project Grants of up to \$50,000 per project (or up to \$75,000 if the project serves more than one CMSP county) shall be made available to selected applicants on a one-time basis. **Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan for an Implementation Program.** See Section III. A. below for description of applicant requirements.
2. Track Two – Implementation Program Grants of up to \$500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years.** See Section III. B. below for description of applicant requirements.

## Funding Round 1

### B. Funding Round 2:

1. Track One – Planning Project Grants of up to \$50,000 per project (or up to \$75,000 if the project serves more than one CMSP county) shall be made available to selected applicants on a one-time basis. **Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan for an Implementation Program.** Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.
2. Track Two – Implementation Program Grants of up to \$500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years.** Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 2. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

### C. Funding Round 3:

1. Track One – Planning Project Grants will NOT be awarded in Round 3.
2. Track Two – Implementation Program Grants of up to \$500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years.** Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 3. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

### D. Funding Round 4:

1. Track One – Planning Project Grants will NOT be awarded in Round 4.
2. Track Two – Implementation Program Grants of up to \$500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years.** Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 4. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

## B. Target Populations

The target populations for LICN Program efforts must focus on one or more of the following uninsured or under-insured groups within one or more CMSP count(ies):

1. Adults that need follow up specialty services and/or other support services following an inpatient hospital stay;
2. Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery;

## Funding Round 1

3. Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services;
4. Adults with health and/or behavioral health conditions released from incarceration.

Within the target populations outlined above, program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target populations:

- Homeless adults;
- Adults with chronic health or behavioral health conditions; and/or
- Adults in need of pain management support.

### **C. Four Alternative Components for Local Indigent Care Needs Programs**

Planning Projects and Implementation Programs shall incorporate at **least one (1)** of the following four (4) program components into their program strategies:

#### 1. Local-Level Care Management

Develop Care Management interventions that:

- Provide linkage to other services and supports in the community that facilitate management of each client's needs
- Are tailored to meet individual client service needs and involve clients as decision makers in the care planning process
- Have capacity to meet with clients in community locations such as at physicians' offices, hospitals, county social services departments, homeless shelters, or client's homes (as appropriate)
- Provide data system capacity that is sufficient to comprehensively document and track the Care Management services provided to clients and provide a mechanism that assures timely and appropriate identification and care management service needs

#### 2. Continuity of Care

Develop county-wide or regional Continuity of Care strategies that:

- Facilitate linkages across the continuum of care, specifically inpatient care to appropriate outpatient care, such as specialty care, primary care, prescription medical support, home health, hospice, long-term care, mental health treatment, substance abuse treatment, and durable medical equipment

#### 3. Enabling Services

Establish or strengthen existing mechanisms that:

- Engage clients in obtaining nutritional support, housing, transportation, legal assistance, and income assistance to support LICN Program goals through referrals to existing service providers
- Provide access to enabling services not otherwise available in the community through new service creation or expansion of currently limited services. Equipment purchases,

## Funding Round 1

expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings or new construction.

- Establish effective working relationships with the county welfare department(s) in their service area to help facilitate applications for health coverage and other public assistance

### 4. Disease Management

Establish or strengthen existing mechanisms to:

- Halt or decrease the severity of the conditions of clients with chronic, ongoing health and/or behavioral health conditions through such strategies as symptom management, medication compliance, adherence to treatment plans, and lifestyle changes

## **D. Technical Assistance Contractor Support to Grantees**

Through a separate Request for Proposals process, the Governing Board shall select and hire a Consultant to provide direct, site-level Technical Assistance (TA) services to all LICN Program grantees, in both tracks. Please visit the [CMSP Website](#) for a copy of the TA RFP.

## **III. ELIGIBLE APPLICANTS**

### **A. Planning Project Grants: Lead Agency Applicant and Project Partner Requirements**

Planning efforts must be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization and must have the demonstrated capacity to bring together varied stakeholders within the county or region. The lead agency and all key Planning Project partners must be in good standing with the Governing Board. Planning Project Grant applicants must have the support, as demonstrated by Letters of Commitment, from at least one local hospital or at least one primary care provider such as a clinic, private practice physician, or physician group. In addition, Planning Project Grant applicants must have demonstrated support, evidenced by Letters of Commitment, from at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation.

### **B. Implementation Program Grants: Lead Agency Applicant and Project Partner Requirements**

Implementation efforts must be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization. In addition, the lead agency applicant must have the organizational capacity to carry out its Implementation Plans in accordance with the requirements described in this RFP. The lead agency and all key implementation project partners must be in good standing with the Governing Board. Implementation grant applicants must have the support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or

Funding Round 1

physician group. In addition, implementation grant applicants must have the demonstrated support, as evidenced by either Letters of Commitment or Memorandums of Understanding, of at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation. Finally, the lead agency applicant should have the support of other local providers of safety-net services, as demonstrated by either Letters of Commitment or Memorandums of Understanding.

**IV. TENTATIVE PROJECT TIMELINES**

The following are the anticipated timelines for the Local Indigent Care Needs Grant Program and are subject to change:

<b>Planning Project Grants: Round 1</b>	
<i>Date</i>	<i>Activity</i>
11/07/2019	Round 1 RFP Released
11/21/2019	1 <sup>st</sup> RFP Assistance Webinar at 1:00 PM
12/04/2019	2 <sup>nd</sup> RFP Assistance Webinar at 10:00 AM
12/12/2019	Final Q & A RFP Webinar at 1:00 PM
12/06/2019	Letter of Intent Due by 5:00 PM
12/20/2019	Grant Applications Due by 2:00 PM
1/30/2020	Applications Approved by Board
2/03/2020	Notices of Award Sent
3/01/2020	Grant Contracts Begin/Project Period Begins
9/15/2020	Interim Report and Interim Expenditure Report Due
2/28/2021	Project Period Ends
3/15/2021	Final Report and Final Expenditure Report Due
3/31/2021	Grant Contract Ends

<b>Implementation Program Grants: Round 1</b>	
<i>Date</i>	<i>Activity</i>
11/07/2019	Round 1 RFP Released
11/21/2019	1 <sup>st</sup> RFP Assistance Webinar at 1:00 PM
12/04/2019	2 <sup>nd</sup> RFP Assistance Webinar at 10:00 AM
12/12/2019	Final Q & A RFP Webinar at 1:00 PM
12/06/2019	Letter of Intent Due by 5:00 PM
12/20/2019	Grant Applications Due by 2:00 PM
1/30/2020	Applications Approved by Board
2/03/2020	Notices of Award Sent
3/01/2020	Grant Contracts Begin/ Project Period Begins
9/15/2020	Biannual Progress Report and Expenditure Report Due
3/15/2021	Biannual Progress Report and Expenditure Report Due
9/15/2021	Biannual Progress Report and Expenditure Report Due
3/15/2022	Biannual Progress Report and Expenditure Report Due
9/15/2022	Biannual Progress Report and Expenditure Report Due
2/28/2023	Project Period Ends
3/31/2023	Grant Contract Ends/ Final Report and Expenditure Report Due



## Funding Round 1

The next Planning Grant Application cycle (Round 2) is expected to be released in March 2020 with applications due back in May 2020. LICN Program Planning Project Round 2 contracts are expected to start August 2020 and end July 2021.

Three additional Implementation Grant Applications cycles are expected to be released in accordance with this tentative timeline:

Type	Due Date	Contract Start	Contract End
Implementation Program Grants: Round 2	June 2020	August 2020	July 2023
Implementation Program Grants: Round 3	April 2021	July 2021	June 2024
Implementation Program Grants: Round 4	October 2021	February 2022	January 2025

Any anticipated timeline is subject to change at the discretion of the Governing Board.

## V. ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may fund awards for Planning Project Grants and Implementation Grants in all rounds of funding. Total grant awards and technical assistance provided by the Governing Board may equal up to forty-five million dollars (\$45,000,000) over the life of the program. The Governing Board desires applications from each of the 35 participating CMSP counties or non-profit organizations within the CMSP counties that meet the minimum scoring threshold.

### 1. Planning Project Grants

One-time awards up to \$50,000 per project (or up to \$75,000 if the project serves more than one CMSP county) may be made for Planning Project Grants.

#### ***In-direct Costs/Overhead Expenses***

No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total project expenditures. Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan.

#### ***In-Kind/Matching Funds Required***

Awardees are required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Planning Grant amount. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

### 2. Implementation Program Grants

## Funding Round 1

Awards up to \$500,000 per year per project may be made for Implementation Program Grants. Grants may be provided for up to three (3) years under all four funding rounds.

### ***In-direct Costs/Overhead Expenses***

No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total project expenditures.

### ***In-Kind/Matching Funds Required***

Grant awardees shall be required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Implementation Grant Program amount per year. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

### ***Evaluation Expenses***

Implementation Programs shall be required to budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount equal to a minimum of 10% of total project expenditures.

### ***Equipment and Renovation Expenses***

Equipment purchases, expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings or new construction.

## **VI. AWARD METHODOLOGY**

***Planning Project Grant*** applications will be reviewed and scored based upon the following criteria:

- 1) Target Population (10%)
- 2) Planning Questions (15%)
- 3) Planning Goals (15%)
- 4) Proposed Planning Activities (15%)
- 5) Work Plan and Timeline (15%)
- 6) Organization and Staffing (10%)
- 7) Letters of Commitment/ Support (5%)
- 8) Budget (15%)

***Implementation Program Grant*** applications will be reviewed and scored based upon the following criteria:

- 1) Project Narrative (50% in total)
  - Statement of Need (5%)
  - Target Population (10%)
  - Proposed Project/Approach (25%)
  - Organization and Staffing (10%)
- 2) Implementation Work Plan (15%)
- 3) Budget (15%)

## Funding Round 1

- 4) Logic Model (5%)
- 5) Proposed Data Collection and Evaluation Method (10%)
- 6) Letters of Commitment/ Support (5%)

The foregoing criteria are for general guidance only. If the Grant applications are scored, the scoring will be for guidance and informational purposes only. The Governing Board will award Grants based on the applications the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant applications which, in the Governing Board's sole and absolute discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

***The grant application process is a competitive process and not all applications may be funded or funded in the amounts requested. All applications will be ranked in order of their ability to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations, link these populations to other community resources and support, and improve overall health outcomes for these target populations. For the Governing Board to consider approving funding for a Grant application, the applicant's proposal must achieve a minimum score of seventy-five percent (75%) and the proposal must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.***

## VII. APPLICATION ASSISTANCE

### A. RFP Assistance Webinar Information

To assist potential applicants, Governing Board staff will conduct three RFP assistance webinars with Question and Answer sessions. Applicants are encouraged to participate in at least one of the informational webinars and bring any questions they have regarding LICN Program requirements or the application process. Please use the following information to access each webinar during the specified dates and times below:

#### ***November 21, 2019 from 1:00 – 2:30 PM PST***

**WebEx Link:** <https://cmspcounties-meetings.webex.com/cmspcounties-meetings>

**WebEx Meeting Number:** 808 226 264

**Conference Line:** (888) 296-6500

**Conference Line Participant Code:** 738196

#### ***December 4, 2019 from 10:00 – 11:30 AM PST***

**WebEx Link:** <https://cmspcounties-meetings.webex.com/cmspcounties-meetings>

**WebEx Meeting Number:** 801 154 373

**Conference Line:** (888) 296-6500

**Conference Line Participant Code:** 738196

**December 12, 2019 from 1 – 2:30 PM PST**

**WebEx Link:** <https://cmspcounties-meetings.webex.com/cmspcounties-meetings>

**WebEx Meeting Number:** 808 097 973

**Conference Line:** (888) 296-6500

**Conference Line Participant Code:** 738196

**B. Frequently Asked Questions (FAQ)**

From time to time, responses to frequently asked questions will be posted on the Governing Board's website. The link to the Planning Project FAQ can be found [here](#) and the Implementation Program FAQ can be found [here](#).

**C. Letter of Intent (LOI)**

The Governing Board requests that all likely grant applicants submit a Letter of Intent (LOI) to the Board. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for application review and related processing. Please submit the LOI no later than December 6, 2019, by 5:00 p.m. PST. There is no required format or template for the LOI. In the LOI, likely applicants should state whether they intend to apply for a Planning Project Grant or an Implementation Program Grant as well as the CMSP county or counties they anticipate serving. The LOI may be submitted by e-mail or fax to the addresses listed below:

**Via E-Mail:** CMSP Governing Board  
RE: LICN LOI  
aallard@cmspcounties.org

**Via Fax:** CMSP Governing Board  
RE: LICN LOI  
FAX: (916) 649-2606

**D. Project Contact Information**

Please direct any questions regarding the RFP to:

Anna Allard, Grants Manager  
CMSP Governing Board  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815  
(916) 649-2631 ext. 120  
aallard@cmspcounties.org

**VIII. PLANNING PROJECT GRANT PROPOSAL FORMAT AND REQUIREMENTS**

*This section only applies to applicants applying for a Planning Project Grant. Applicants that wish to apply for an Implementation Program Grant should proceed to Section IX for the Implementation Program Grant proposal format and requirement instructions.*

**A. Planning Project Grant Cover Sheet (Required Form)**

Using the "Required Form: Planning Project Grant Cover Sheet" form provided, please include the applicant name(s), address, telephone, and e-mail contact information. The cover

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sheet must be signed.

The Required Form: Planning Project Grant Cover Sheet is available for download at the Governing Board's website [here](#).

### **B. Planning Project Grant Application (Required Form)**

Using the "Required Form: Planning Project Grant Application" template provided, please complete the following items:

1. Applicant Name
2. Project Title
3. Technical Assistance Needs
4. Target Population
5. Planning Questions
6. Planning Goals
7. Proposed Planning Activities
8. Project Partners
9. Work Plan and Timeline
10. Organization and Staffing

The Required Form: Planning Project Grant Application is available as a PDF fill in for download [here](#).

### **C. Letters of Commitment (Required Documents)**

Letters of Commitment will be utilized in scoring and must be submitted as a part of the application. CMSP does **not** provide a Letter of Commitment template. Any letters submitted outside of the application will **not** be considered in scoring the application.

1. Planning Project Grants must have the support, as demonstrated by Letters of Commitment, from at least one (1) local hospital or one (1) primary care provider such as a clinic, private practice physician, or physician group.

2. Planning Project Grants must have the demonstrated support, as demonstrated by Letters of Commitment, from at least two (2) of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation. Planning Project Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment from CMSP county agencies or departments *within each CMSP county* to be served. Additional letters from other interested agencies and stakeholders may be provided.

### **D. Budget and Budget Narrative (Required Form and Document)**

Complete the Required Form: Planning Project Grant Budget and provide a brief (no more than 2 pages) Budget Narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. Grant awardees shall be required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Planning Grant amount. No project funds shall be used for administrative and/or overhead costs not directly attributable

Funding Round 1

to the project. Administrative and/or overhead expenses shall equal no more than ten percent (10%) of the total project expenditures.

The Required Form: Planning Project Grant Budget is available as an Excel spreadsheet for download [here](#).

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

## **E. Other Information**

The Governing Board may request any other information that it deems in its sole discretion is necessary or useful in order to make the award. The Governing Board reserves the right to contact Applicants informally to receive additional information.

## **IX. IMPLEMENTATION PROGRAM GRANT PROPOSAL FORMAT AND REQUIREMENTS**

*This section only applies to applicants applying for an Implementation Program Grant. Applicants that wish to apply for a Planning Project Grant first should follow the Planning Project Grant proposal format and requirement instructions provided in Section VIII.*

### **A. Implementation Grant Cover Sheet (Required Form)**

Using the "Required Form: Implementation Grant Cover Sheet" form provided, please include the applicant name(s), CMSP count(ies) to be served, address, telephone, and e-mail contact information.

The Required Form: Implementation Grant Cover Sheet is available for download at the Governing Board's website [here](#).

### **B. Project Summary (Required Document) (no longer than 2 pages)**

Describe the proposed project concisely, including its goals, objectives, overall approach (including target population and key partnerships), anticipated outcomes, deliverables, and sustainability.

### **C. Implementation Program Grant Proposal Narrative (Required Document) (no longer than 12 pages)**

#### **1. Clear Statement of Problem or Need Within Community**

All Implementation Programs should focus on identified needs of one or more eligible target populations within the community. Please describe the target population, and any sub-populations, to be served in your proposed project. Define the characteristics of the target population and discuss how the proposed project will identify members of the target population. Provide an estimate of the total number of clients that will be served through each year of the Implementation Program Grant. Include background information relating to the

## Funding Round 1

proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps shape the problem or need within the community.

Please identify the main sources of health and behavioral health care for the target population(s), strengths in the health care delivery system, and existing or foreseen challenges in the delivery system. Applicants should use county-level and/or community-level data and other relevant data to demonstrate need.

### 2. Description of Proposed Project

Provide a summary of current and/or prior efforts to address the needs of the target population(s) and the expected roles of the applicant and key partners in meeting these needs through the Implementation Program Grant.

Please describe the range of activities to be performed in the Project. All activities discussed should correspond with the items listed in the logic model (see Section IX. D. below) and the Implementation Work Plan. This section should be used to clearly describe all steps necessary for program development efforts to be effectively undertaken and for program implementation to be carried out. This section should also describe which one or more of the following core LICN Program components will be incorporated into the program:

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

Create an Implementation Work Plan and Timeline for completion of implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities.

### 3. Organization and Staffing

This section should describe and demonstrate organizational capability to implement, operate, and evaluate the proposed project. In addition, information provided should clearly delineate the roles and responsibilities of the applicant organization(s) and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors;
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.
- Describe the lead agency and all key partners' roles within the delivery system.
- Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.

## Funding Round 1

- Identify any staff that will need to be recruited and hired upon Project inception.

### 4. Sustainability Planning

Awarded Implementation Grant projects will be required to produce a sustainability plan in Year 2 of the grant. Please outline initial ideas about how some or all of the proposed grant activities can be sustained into the future after grant funding ends.

#### **D. Logic Model (Required Document)** (no longer than 2 pages)

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address the conditions/circumstances, and the anticipated outcomes. Logic models provide a framework through which both program staff and TA consultant can view the relationship between conditions, services and outcomes. An information resource guide on designing logic models is found [here](#). All logic models should include a description of the 1) target population; 2) program theory; 3) activities; 4) outcomes; and 5) impacts.

#### **E. Data Collection and Reporting (Required Document)** (no longer than 2 pages)

All applicants shall present a plan for data collection, analysis and data reporting that specifies the data that will be collected and/or retrieved and reported, and how that data will be used to document the outcomes and impacts expected to be achieved through the Program, as described in the Logic Model. If awarded, the CMSP Governing Board will require each Project to report upon a core set of data elements. Please suggest core data elements that should be collected.

#### **F. Budget and Budget Narrative (Required Form and Document)**

Complete the Required Form: Implementation Grant Budget and provide a brief (no more than 2 pages) budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than ten percent (10%) of the total project expenditures. Briefly explain any expenses listed in the Budget Narrative whose purpose may be ambiguous to a reviewer.

The Required Form: Implementation Grant Budget is available as an Excel spreadsheet for download [here](#).

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

#### **G. Letters of Commitment or Memorandums of Understanding (Required Documents)**

Letters of Commitment are required from all key partners and will be utilized in scoring.



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Letters should detail the key partner's understanding of the proposed Implementation Program and their organizations' role in supporting or providing direct services. Implementation Programs must have the support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one (1) local hospital and one (1) primary care provider such as a clinic, private practice physician, or physician group.

In addition, Implementation Program Grants must have the demonstrated support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, of at least two (2) of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation.

Implementation Program Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment or Memorandum of Understanding from CMSP county agency or departments *within each county* to be served. Finally, the lead agency applicant should have the support of other local providers of safety-net services. Additional Letters of Commitment or support from other interested agencies and stakeholders may be provided. All letters of commitment or support must be submitted as a part of the application. Any letters submitted outside of the application will **not** be considered in scoring the application.

## X. APPLICATION INSTRUCTIONS

*This section applies to both Planning Project Grant and Implementation Program Grant Applications.*

- A. All Grant applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:
  - 1. The type font must be Arial, minimum 11 point font.
  - 2. Text must appear on a single side of the page only with margins at a minimum of 0.5".
  - 3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
  - 4. Clearly paginate each page.
- B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.
- C. The application must be signed by a person with the authority to legally obligate the Applicant.
- D. Provide one original hard copy Grant application clearly marked original, and five hard copies.
- E. Provide an electronic copy (flash drive or CD) of the following components of the application:

*Planning Projects:* 1) Required Form: Planning Project Grant Cover Sheet (as an Excel document), 2) Required Form: Planning Project Grant Application (as a PDF document), 3) Required Form: Planning Project Grant Budget (as an Excel document) 4) Budget

## Funding Round 1

Narrative (as a Word document), and 5) Letters of Commitment (as PDF files).

*Implementation Programs:* 1) Required Form: Implementation Grant Cover Sheet (as an Excel document), 2) Grant Project Summary (as a Word document), 3) Grant Project Narrative (as a Word document), 4) Work Plan & Timetable (either Word or Excel document), 5) Required Form: Implementation Grant Budget (as an Excel document), 6), Budget Narrative, 7) Logic Model (either Word, Excel or Power Point document) and 8) Grant Project Goals and Outcome Reporting (as a Word document).

- F. Do not provide any materials that are not requested, as reviewers will not consider those materials.
- G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.
- H. All Round 1 Grant applications must be received in the office no later than 2:00 PM on December 20, 2019. Address all applications to:

CMSP Governing Board  
ATTN: Anna Allard, Grants Manager  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815

## **X. GENERAL INFORMATION**

- A. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.
- B. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.
- C. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.
- D. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing Board makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked “confidential,” “proprietary,” etc.
- E. The Governing Board reserves the right to do the following at any time, at the Governing Board’s sole discretion:
  - 1. Reject any and all applications, or cancel this RFP.
  - 2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any application.

## Funding Round 1

3. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted.
4. Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the applications prior to the due date.
5. Extend the deadlines specified in this RFP, including the deadline for accepting applications.
6. Award, or not award, any amount of Grant funding to any Applicant.

**EXHIBIT C**  
**APPLICATION**  
**GRANTEE'S APPLICATION**

**PLANNING GRANT COVER SHEET**  
**CMSP Local Indigent Care Needs Grant Program**

1. **CMSP County or Counties to be Served:** Inyo County  
2. **Project Title:** Overcoming Geographic Barriers to Access

3. **Funding:**  
Requested Planning Grant Amount : \$50,000.00  
In-Kind and/or Other Matching Funds: \$5,000.00

4. **Lead Applicant:**  
Organization: Inyo County Health and Human Services Tax ID Number: 95-6005445  
Applicant's Director or Chief Executive: Marilyn Mann  
Title: Director of Health and Human Services  
Applicant's Type of Entity (Specify county or non-profit): County Agency  
Address: 163 May Street  
City: Bishop State: CA Zip Code: 93514 County: Inyo  
Telephone: 760-873-3305 Fax: \_\_\_\_\_  
Email address: mmann@inyocounty.us

5. **Primary Contact Person (Serves as lead contact for the project):**  
Name: Meaghan McCamman  
Title: Assistant Director of Health and Human Services  
Organization : Inyo County Health and Human Services  
Address: 163 May Street  
City: Bishop State: CA Zip Code: 93514 County: Inyo  
Telephone: 760-937-1253 Fax: \_\_\_\_\_  
Email address: mmccamman@inyocounty.us

6. **Secondary Contact Person (Serves as alternate contact):**  
Name: Stephanie Tanksley  
Title: Management Analyst  
Organization : Inyo County Health and Human Services  
Address: 163 May Street  
City: Bishop State: CA Zip Code: 93514 County: Inyo  
Telephone: 760-873-3305 Fax: \_\_\_\_\_  
Email address: stanksley@inyocounty.us

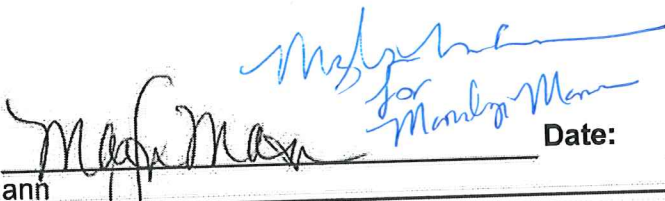
7. **Financial Officer (Serves as Fiscal representative for the project):**  
Name: Melissa Best-Baker  
Title: Senior Management Analyst  
Organization : Inyo County Health and Human Services  
Address: 155 Market St.  
City: Independence State: CA Zip Code: 93526 County: Inyo  
Telephone: 760-878-0232 Fax: \_\_\_\_\_  
Email address: mbestbaker@inyocounty.us

Required Form

**Agreement:**

By submitting this application for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Planning Grant is true and correct.

Signature:  Date: 12/17/19  
Name: Marilyn Mann  
Title: Director of Health and Human Services  
Organization: Health and Human Services  
Address: 163 May Street  
City: Bishop State: CA Zip Code: 93514 County: Inyo  
Telephone: 760-873-3305 Fax: \_\_\_\_\_  
Email address: mmann@inyocounty.us

**CMSP Local Indigent Care Needs Grant Program  
Required Form: Planning Project Grant Application**

**APPLICANT NAME:** Inyo County Health and Human Services

**PROJECT TITLE:**

**REQUIRED PLANNING GRANT CHECK LIST**

- Complete Required Form: **Planning Project Grant Cover Sheet** (use required Excel template, <<click here>>)
- Attach Required Form: **Planning Project Grant Application** (Complete pages 1-6 of this document, use required PDF template, <<click here>>)
- Attach three (3) **Letters of Commitment** to the application as **required** in accordance with Section VIII.C. of the Request for Proposals (RFP). Any letters submitted outside of the application will **not** be considered.
- Attach Required Form: **Planning Project Grant Budget** (use required Excel template, <<click here>>) For detailed instruction on the Budget please see Section VIII. D. of the RFP.
- Attach **Budget Narrative** (no more than 2 pages). The Budget Narrative should provide further detail on each budget item and the source(s) of in-kind and/or direct matching funds. For detailed instructions on the Budget Narrative please see Section VIII. D. of the RFP.
- Include **electronic copies** of all submitted materials as well as 1 original and 5 hardcopies. Please see Section X. E. of the RFP, <<click here>>.

**TECHNICAL ASSISTANCE NEEDS**

*Prioritize the **TOP 3** Technical Assistance needs you have in regards to undertaking a Planning Project and developing a framework for an Implementation Program. Place a 1, 2, and 3 in the appropriate boxes below:  
Only choose three categories from the available options provided:*

- Data development and analysis
- Identifying best practices
- Collaboration
- 1 Budgets and finance
- Developing program goals, objectives, and metrics for program evaluation
- 2 Determining organizational capacity
- 3 Other (please describe): Legal - developing contracts between collaborators to limit liability and equitably share infrastructure.

Please note that this application is due **December 20, 2019 by 2:00 PM PST**. Applicants must provide 1 original hard copy grant application clearly marked original, five hard copies, and an electronic copy to the following address:

CMSP Governing Board  
ATTN: Anna Allard  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815  
916-649-2631 ext. 120

## 1) TARGET POPULATION

a. All Planning Project Grants must focus on identified needs of one or more target populations within the community that meet the criteria required by the RFP. Please indicate below which one or more uninsured or under-insured target population(s) planning efforts will be focused on:

- Adults that need follow up specialty services and/or other support services following an inpatient hospital stay
- Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery
- Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services
- Adults with health and/or behavioral health conditions that have been released incarceration

b. Program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target population(s). Please indicate if proposed planning efforts will focus on any of the following sub-populations. If no sub-groups will be identified please select "No sub-groups identified":

- Homeless adults
- Adults with chronic health or behavioral health conditions
- Adults in need of pain management support
- No sub-groups identified

c. Please provide a description of the proposed target population(s) and what the project currently knows about the target population(s)?

All health care services in Inyo County are clustered along the 395 corridor. Our target population is low income adults with transportation challenges in need of primary care, specialty care, behavioral health or follow up care after inpatient who do not live near Hwy 395 and experience drive times of up to 4 hours to access health care.

## 2) PLANNING QUESTIONS

What questions does the Planning Project hope to answer about the target population(s), service delivery, and/or resources through the planning process. Please include a minimum of **3 Questions**.

**QUESTION 1:** What would it take to make a mobile clinic offering a variety of services financially sustainable, given the enormous distances and rugged terrain that must be crossed to serve the hard-to-reach populations of Inyo County? How many patients per stop/per mile? What payer mix is necessary to break even?

**QUESTION 2:** What services are most critically needed for the most complex patients in the furthest reaches of the county? How much mobile capacity should be put toward chronic care management versus primary care, behavioral health care, and/or public health/immunizations?

**QUESTION 3:** How can we design a contract to share the mobile clinic equitably between health care entities, and in a way that allows each entity to retain their own service area and increase each entity's outreach to its target populations?



**3) PLANNING GOALS**

*Clearly identify and number the goals of the project's planning process. Please include a minimum of **3 Goals.***

1. Determine what payer mix, reimbursement level, and patient volume is necessary to make a mobile clinic that serves the farthest reaches of Inyo County financially sustainable.
2. Understand what utilization might look like when the mobile clinic visits each community. What are the health care service needs of the community? How many visits per person should we expect?
3. Using data collected in goals #1 and #2, determine the feasibility of each health care entity participating in mobile clinic operations, and to what extent.
4. Based on participation at levels identified in goal #3, facilitate agreement between all entities on legal, financial, and service parameters of sharing the mobile clinic in a way that works for everyone.

#### 4) PROPOSED PLANNING ACTIVITIES

*Broadly discuss the proposed activities to be performed in the Planning Project. This section should be used to describe planning efforts to be effectively completed and produce a framework for an Implementation Program Grant proposal. Please use the Work Plan and Timeline in Item 6 to provide details on essential steps.*

- 1) Issue an RFP for a consultant to develop a financial pro forma to determine what payer mix, reimbursement level, and patient volume will make a mobile clinic financially sustainable.
- 2) Provide the pro forma to all partners to help them determine minimum participation/reimbursement requirements for their organization.
- 2) Issue a survey to determine patient need and potential volume in outlying areas (Tecopa, Shoshone, Darwin, Keeler, Homewood Canyon).
- 3) Refine financial pro forma with community data to determine where it is realistic to plan for mobile clinic services, and how often, and what services will be provided.
4. Convene all participating entities to agree to potential route, services, providers, rules of participation.
- 5 Draw up services/sharing contract between Inyo County HHS and participating health care entities

*As a part of your expected planning process, identify which one or more of the following core required LICN program components you anticipate will be incorporated into the Planning Project:*

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

#### 5) PROJECT PARTNERS

*Please list the proposed key project partners and briefly describe their intended roles.*

Inyo County HHS - will administer the grant and contractors during the planning grant. Will convene all partners and serve as planning facilitator. May be responsible for writing application for implementation grant.

Inyo HHS Divisions of Public Health and Prevention, and Mental Health/SUD will participate in financial pro forma/community survey process to determine what services should be provided via mobile clinic, and how often.

Northern Inyo Health Care District, Southern Inyo Health Care District, and Toiyabe Indian Health Project - the three main health care providers in Inyo County. Between the three entities, the whole service area of Inyo County (plus some Mono County, plus some Nevada) is covered. We hope all three of these entities will be able to cooperatively work together to share the mobile clinic to serve the outlying populations in their service area.

**6) WORK PLAN AND TIMELINE**

*Please create a Planning Project Work Plan and Timeline for completion of all essential contracting, consultant/staff recruitment, collaboration, planning and reporting activities. The Work Plan should not exceed twelve (12) months. Note, if the applicant is awarded a Planning Grant, the Technical Assistance Contractor will work with the awardee to further refine the Work Plan.*

*In addition to the **description of each activity**, applicants must include the **Month and Year** in which each activity will take place, and the **responsible parties or personnel** involved in completing each individual activity.*

January 9, 2020 - First meeting of all three stakeholder healthcare provider CEOs together to discuss project (Inyo County HHS lead)

February 2020 - RFP for financial planning consultant issued (Inyo County HHS lead).

March 2020 - Financial planning consultant selected by three stakeholder provider CEOs and Inyo County HHS (all four organizations, Inyo County HHS will convene).

March 2020 - Outlying community survey complete and issued to communities (Inyo County HHS - Outcomes and Evaluations team).

May 2020 - Financial Pro Forma complete (consultant)

May 2020 - Survey complete (Inyo County HHS Outcomes and Evaluations team)

May 2020 - RFP for legal consultant issued for drafting contract (Inyo HHS).

June 2020 - Legal contract drafted (Legal consultant)

June 2020 - implementation grant drafted (Inyo HHS)

## 7) ORGANIZATION & STAFFING

*Describe the lead applicant's organizational capability to bring local stakeholders together to undertake a planning process that leads to the development of a framework for an Implementation Program proposal. Clearly delineate the roles and responsibilities of the applicant organization(s) and key partner(s). Identify a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners. Describe any relevant prior efforts undertaken by the lead applicant and/or partners. Describe the lead agency and all key partners' roles within the delivery system. Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.*

This project will be lead by the Assistant Director of HHS, with support from the Program Integrity and Quality Assurance Manager (PIQA) and Outcomes and Evaluations team. This Project will have oversight within the HHS Executive team, with specific day-to-day responsibility for key tasks assigned to the Assistant Director who will be convening the stakeholder organizations and working with the PIQA to disseminate the community survey and develop outcomes and evaluation metrics.

All three stakeholder organizations have been alerted to our grant opportunity and are interested in exploring this concept of sharing a single mobile unit. The HHS Assistant Director has spoken to the hospital and IHS facility CEOs individually and a first meeting with all stakeholders in a single room has been identified and will take place on January 9, 2020. Between the three partners, we have essentially included the entire Inyo County delivery system, including North County, South County, and the Indian reservations and tribal areas.

**DISCLAIMER:** CMSP may require the applicant to submit further information on specific sections of this application if the content provided is deemed insufficient per the RFP requirements.



County of Inyo  
**HEALTH & HUMAN SERVICES DEPARTMENT**

Marilyn Mann, Director  
mmann@inyocounty.us

- ADMINISTRATION & EASTERN SIERRA AREA AGENCY ON AGING**  
163 May Street  
Bishop, CA 93514  
TEL: (760) 873-3305  
FAX: (760) 873-6505  
SENIOR CENTERS  
TEL: (760) 873-6364  
Long Term Care (LTC) OMBUDSMAN  
682 Spruce St.  
Bishop, CA 93514  
TEL: (760) 872-4128 / FAX: (760) 873-4250
  
- FISCAL**  
155 Market Street, Drawer A or H  
Independence CA 93526  
TEL: (760) 878-0242  
FAX: (760) 878-0266
  
- ADULT SOCIAL SERVICES**  
Aging, APS & IHSS  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 872-1727  
FAX: (760) 873-5103
  
- CHILDREN'S SOCIAL SERVICES**  
CPS, FIRST (Wraparound) &  
Resource Family Approval  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 872-1727  
FAX: (760) 872-1749
  
- EMPLOYMENT & ELIGIBILITY**  
920 N. Main Street  
Bishop, CA 93514  
TEL: (760) 872-1394  
FAX: (760) 872-4950  
Lone Pine TEL: (760) 876-5545
  
- BEHAVIORAL HEALTH**  
Mental Health, Wellness Centers,  
Progress House & Substance Use  
Disorder Services  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 873-6533  
FAX: (760) 873-3277
  
- PUBLIC HEALTH**  
207 A South Street  
Bishop, CA 93514  
TEL: (760) 873-7868  
FAX: (760) 873-7800
  
- PREVENTION**  
WIC, First 5, Tobacco & Other Prevention  
586 W. Line Street  
Bishop, CA 93514  
TEL: (760) 872-1885 / (760) 873-6453  
FAX: (760) 872-1623
  
- TECOPA COMMUNITY CENTER**  
405 Hot Springs Road  
Tecopa, CA 92389  
TEL: (760) 852-4264  
FAX: (760) 852-4343

December 16, 2019

CMSP Governing Board  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815

To Whom it May Concern,

I write today as the agency director for Inyo County Health and Human Services (HHS), which includes the divisions of Public Health, Aging and Social Services, and Behavioral Health. Inyo HHS will also serve as the lead agency for the CMSP Local Indigent Care Needs (LICN) planning grant.

This grant application requests letters of support from the Health/Public Health, Social Services/Welfare, and Mental Health/Drug and Alcohol Services programs from applicant counties. As the agency director over all of these programs, I assure the Governing Board that the leads from each of the three divisions will be involved in the planning grant, should one be awarded.

We look forward to working with our county partners, as well as our local health care partners, in building a better health care system for Inyo County. Please consider this a letter of support and commitment to this goal from all divisions within Inyo HHS.

Sincerely,



Marilyn Mann

Director, Health and Human Services

TOIYABE INDIAN HEALTH PROJECT, INC.  
250 SEE VEE LANE  
BISHOP, CALIFORNIA 93514

December 12, 2019

ADMINISTRATION  
(760) 873-8464  
(760) 873-3935 FAX

FISCAL  
(760) 873-6111  
(760) 872-8152 FAX

CONTRACT CARE  
(760) 873-6111  
(760) 873-7601 FAX

OPTICAL  
(760) 873-6111

BISHOP MEDICAL CLINIC  
(760) 873-8461  
(760) 873-3908 FAX

PHARMACY  
(760) 873-4721  
(760) 873-6127 FAX

DENTAL  
(760) 873-3443  
(760) 873-3889 FAX

COMMUNITY HEALTH/  
NUTRITION/ELDERS  
(760) 872-2522  
(760) 873-6262 FAX

PREVENTIVE MEDICINE  
(760) 873-8851  
(760) 873-4922 FAX

FAMILY SERVICES DEPARTMENT  
(760) 873-6394  
(760) 873-3254 FAX

DIALYSIS CENTER  
(760) 873-7611  
(760) 873-3361 FAX

WIC PROGRAM  
(760) 872-3707  
(760) 873-6362 FAX

LONE PINE COMMUNITY CLINIC  
1150 S. GOODWIN LANE  
P. O. BOX 186  
LONE PINE, CA 93545  
(760) 876-4795  
(760) 876-5624 FAX

COLEVILLE CLINIC  
73 CAMP ANTELOPE RD.  
COLEVILLE, CA 96107  
(530) 495-2100  
(530) 495-2122 FAX

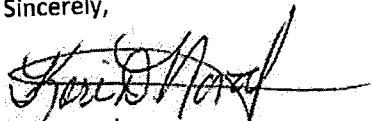
Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

Toiyabe Indian Health Project, Inc. looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

Toiyabe Indian Health Project, Inc. submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

Sincerely,



Kofi Novak

Chief Executive Officer

Toiyabe Indian Health Project, Inc.

FT INDEPENDENCE INDIAN RESERVATION  
INDEPENDENCE, CA

BIG PINE PAIUTE TRIBE OF  
THE OWENS VALLEY  
BIG PINE, CA

LONE PINE  
PAIUTE-SHOShONE RESERVATION  
LONE PINE, CA

ANTELOPE VALLEY INDIAN COMMUNITY  
COLEVILLE PAIUTE TRIBE  
COLEVILLE, CA

BISHOP PAIUTE RESERVATION  
BISHOP, CA

KUTZADO KA' PAIUTE TRIBE  
LEE VINING, CA

TIMBISHA SHOSHONE TRIBE  
DEATH VALLEY, CA

LITU LITU GWAITU PAIUTE TRIBE  
BENTON, CA

BRIDGEPORT INDIAN RESERVATION  
BRIDGEPORT, CA

**Southern Inyo Healthcare District**  
501 E. Locust St.      P.O. Box 1009      Lone Pine, CA 93545  
Phone: 760-876-5501      Fax: 760-264-4292

12/16/2019

Inyo County Department of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

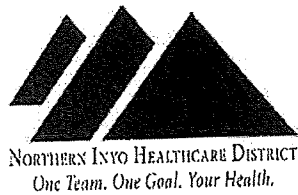
Southern Inyo Healthcare District looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

Southern Inyo Healthcare District submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

Sincerely,



Peter Spiers, PhD.  
Chief Executive Officer  
Southern Inyo Healthcare District



# NORTHERN INYO HEALTHCARE DISTRICT

150 Pioneer Lane  
Bishop, California  
93514  
(760) 873-5811 voice  
(760) 872-2768 fax

December 12, 2019

**Board of Directors:**

- ◆ **Mary Mae Kilpatrick,  
President**
- ◆ **Jean Turner,  
Vice President**
- ◆ **Robert Sharp,  
Secretary**
- ◆ **M.C. Hubbard,  
Treasurer**
- ◆ **Jody Veenker,  
Member at Large**
- ◆ **Kevin S. Flanigan,  
MD, MBA, CEO**

Marilyn Mann, Director  
Inyo County Department of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

Northern Inyo Healthcare District (NIHD) looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

NIHD submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

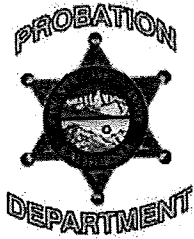
Sincerely,

Kevin S. Flanigan, MD, MBA  
Chief Executive Officer  
Northern Inyo Healthcare District  
(760) 873-2838  
Kevin.flanigan@nih.org

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Communities One  
Life at a Time. One  
Team. One Goal.  
Your Health!*

Web Site  
[www.nih.org](http://www.nih.org)





**INYO COUNTY PROBATION DEPARTMENT**  
COMMUNITY, PRIDE, AND PROGRESS



JEFFREY L. THOMSON  
CHIEF PROBATION OFFICER

MARK A. OLSEN  
DEPUTY CHIEF

December 17, 2019

Inyo County Health and Human Services  
163 May Street  
Bishop, CA 93514

RE: Letter of Support for CMSP Grant

Dear Marilyn:

It is a core value of the Inyo County Probation Department to protect community safety and provide rehabilitative services to at-risk adults and youth. Our ability to make progress toward this goal requires collaboration and partnership with all of the components of the criminal justice systems, health services, education, social services, substance abuse, mental health, and community-based services in Inyo County.

As the Chief Probation Officer, I am pleased to offer my support for your application of the CMSP grant. The proposed use of the grant funds align well with the goals of the County as there is a great need for health services for indigent community members in Inyo County.

Being the second largest county (geographically) in the State, we oftentimes struggle with being able to provide health services to low income/indigent adults in our small isolated communities within Inyo County. A mobile health clinic will be the perfect solution to reach members of the community in all locations throughout Inyo County.

The Inyo County Probation Department values our partnership with the Department of Health and Human Services and we look forward to continuing our work together to coordinate health, behavioral health and social services with the goal of improved health and well-being for Inyo County residents.

Please consider me a supportive partner in your efforts.

Sincerely yours,

Jeffrey L. Thomson  
Chief Probation Officer  
County of Inyo

Bishop Office: 918 N. Main Street, Bishop, CA 93514  
(760) 872-4111 · Fax: (760) 872-0931  
Juvenile Division: 912 N. Main Street, Bishop, CA 9351  
(760) 872-4005 · Fax: (760) 872-0930

Independence Office: 201 Mazourka Canyon Road  
P.O. Box T, Independence, CA 93526  
(760) 878-0274 · Fax: (760) 878-1010  
Juvenile Center: P. O. Box 306, Independence, CA 93526

**CMSP Local Indigent Care Needs Program  
Planning Grant - Budget Template**

<b>Applicant</b>	Inyo County Health and Human Services
<b>Project Title</b>	Overcoming Geographic Barriers to Access
<b>Period Covered</b>	March 1, 2020 - February 28, 2021

Category	Quantity	CMSP	In-Kind	Total Project
<b>Personnel</b>		\$20,000	\$3,500	\$23,500
Assistant Director of HHS	1	\$10,000		\$10,000
PIQA	1	\$5,000		\$5,000
Administrative Analyst	1	\$5,000		\$5,000
Senior Management	1		\$3,500	\$3,500
<b>Training</b>				
<b>Contractual Services</b>		\$30,000		\$30,000
Financial Pro Forma	1	\$15,000		\$15,000
Legal Contracts	1	\$15,000		\$15,000
<b>Office Expenses</b>			\$500	\$500
Office Supplies	1		\$500	\$500
<b>Travel</b>			\$1,000	\$1,000
In County for surveys/mtgs			\$500	\$500
CMSP meetings			\$500	\$500
<b>Other</b>				
<b>Admin/Overhead</b>				
<b>Total Funding</b>		\$50,000	\$5,000	\$55,000

CMSP Local Indigent Care Needs Program  
Planning Grant-Budget Narrative  
Inyo County Health & Human Services

Personnel:

Assistant Director of HHS will led the project and attend CMSP meetings in Sacramento: \$10,000

Program Integrity and Quality Assurance Manager (PIQA) will provide project support, develop survey and attend project meetings: \$5,000

Administrative Analyst from the Outcomes and Evaluations team will provide project support, implement the survey and attend project meetings: \$5,000

Senior Management Analyst will develop the budgets, complete the reporting and attend project meetings where financial information is needed or discussed: \$3,500

Contractual Services:

Financial Pro Forma: consultant to help the county develop a financial pro forma to determine what payer mix, reimbursement level, and patient volume will make a mobile clinic financially sustainable:

\$15,000

Legal Contracts: legal consultant issued for drafting contract between multiple health care providers and Inyo County HHS

\$15,000

Office Expenses:

Supplies for the survey and meetings \$500

Travel:

In County travel for the surveys and meetings \$500

CMSP meetings in Sacramento (mileage, per diem and hotel) \$500

**EXHIBIT D**

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD  
GRANTEE DATA SHEET**

Grantee's Full Name:	INYO COUNTY HEALTH AND HUMAN SERVICES
Grantee's Address:	INYO COUNTY HEALTH AND HUMAN SERVICES 163 MAY STREET BISHOP, CA 93514
Grantee's Executive Director/CEO: (Name and Title)	Marilyn Mann Director of Health and Human Services
Grantee's Phone Number:	(760) 937-1253
Grantee's Fax Number:	
Grantee's Email Address:	mmccamman@inyocounty.us
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax Id# [EIN]:	95-6005445

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: INYO COUNTY HEALTH AND HUMAN SERVICES

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT E

### USE OF GRANT FUNDS

1. Use of Grant Funds. Grantee shall use the Grant Funds solely for the purpose of performance of the Project.

2. Allowable Expenses. Grant Funds may be used to fund allowable expenses. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to allowable expenses. Allowable expenses must be *appropriate, necessary, reasonable and applicable to the Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the Grant Agreement as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary equipment, expansions of current facilities, and/or renovation/remodeling of current facilities
- Speaker fees for services rendered
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to \$30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees\*\*
- Travel costs for both patients and staff. Travel shall be limited to the relevant days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.
- All or part of the reasonable and appropriate salaries and benefits of professional personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project

- Medical Supplies
- Conferences and trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

*\* All expenses must be comprised in a budget previously approved by Board staff.*

*\*\*Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

3. Unallowable Expenses. Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)
- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event
- Investment management fees
- Losses on other sponsored projects

- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and Retention Bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.\*\*\*

4. Determination of Allowable and Unallowable Expenses. It is recommended that expenses be included in Grantee's budget with sufficient detail and that such budget is approved by Board staff prior to expenditure or, alternatively, expenditures be otherwise approved by the Board staff prior to expenditure. The Board shall determine whether an expense is an allowable or unallowable expense as provided in this Agreement. The Board's determination shall be in its sole discretion and shall be conclusion.

*\*\*\*Such direct legal fees and costs that are both appropriate and reasonable may be included in Grantee's administrative and/overhead expenses directly attributed to the Project as set forth in Section 2.D of the Agreement.*

**PLANNING GRANT COVER SHEET**  
**CMSP Local Indigent Care Needs Grant Program**

**1. CMSP County or Counties to be Served:** Inyo County  
**2. Project Title:** Overcoming Geographic Barriers to Access

**3. Funding:**

Requested Planning Grant Amount : \$50,000.00  
 In-Kind and/or Other Matching Funds: \$5,000.00

**4. Lead Applicant:**

Organization: Inyo County Health and Human Services Tax ID Number: 95-6005445  
 Applicant's Director or Chief Executive: Marilyn Mann  
 Title: Director of Health and Human Services  
 Applicant's Type of Entity (Specify county or non-profit): County Agency  
 Address: 163 May Street  
 City: Bishop State: CA Zip Code: 93514 County: Inyo  
 Telephone: 760-873-3305 Fax: \_\_\_\_\_  
 Email address: mmann@inyocounty.us

**5. Primary Contact Person (Serves as lead contact for the project):**

Name: Meaghan McCamman  
 Title: Assistant Director of Health and Human Services  
 Organization : Inyo County Health and Human Services  
 Address: 163 May Street  
 City: Bishop State: CA Zip Code: 93514 County: Inyo  
 Telephone: 760-937-1253 Fax: \_\_\_\_\_  
 Email address: mmccamman@inyocounty.us

**6. Secondary Contact Person (Serves as alternate contact):**

Name: Stephanie Tanksley  
 Title: Management Analyst  
 Organization : Inyo County Health and Human Services  
 Address: 163 May Street  
 City: Bishop State: CA Zip Code: 93514 County: Inyo  
 Telephone: 760-873-3305 Fax: \_\_\_\_\_  
 Email address: stanksley@inyocounty.us

**7. Financial Officer (Serves as Fiscal representative for the project):**


Name: Melissa Best-Baker  
 Title: Senior Management Analyst  
 Organization : Inyo County Health and Human Services  
 Address: 155 Market St.  
 City: Independence State: CA Zip Code: 93526 County: Inyo  
 Telephone: 760-878-0232 Fax: \_\_\_\_\_  
 Email address: mbestbaker@inyocounty.us



**Agreement:**

By submitting this application for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Planning Grant is true and correct.

**Signature:**  **Date:** 12/17/19  
**Name:** Marilyn Mann  
**Title:** Director of Health and Human Services  
**Organization:** Health and Human Services  
**Address:** 163 May Street  
**City:** Bishop **State:** CA **Zip Code:** 93514 **County:** Inyo  
**Telephone:** 760-873-3305 **Fax:** \_\_\_\_\_  
**Email address:** mmann@inyocounty.us

**CMSP Local Indigent Care Needs Grant Program  
Required Form: Planning Project Grant Application**

**APPLICANT NAME:** Inyo County Health and Human Services

**PROJECT TITLE:**

**REQUIRED PLANNING GRANT CHECK LIST**

- Complete Required Form: **Planning Project Grant Cover Sheet** (use required Excel template, <<click here>>)
- Attach Required Form: **Planning Project Grant Application** (Complete pages 1-6 of this document, use required PDF template, <<click here>>)
- Attach three (3) **Letters of Commitment** to the application as **required** in accordance with Section VIII.C. of the Request for Proposals (RFP). Any letters submitted outside of the application will **not** be considered.
- Attach Required Form: **Planning Project Grant Budget** (use required Excel template, <<click here>>) For detailed instruction on the Budget please see Section VIII. D. of the RFP.
- Attach **Budget Narrative** (no more than 2 pages). The Budget Narrative should provide further detail on each budget item and the source(s) of in-kind and/or direct matching funds. For detailed instructions on the Budget Narrative please see Section VIII. D. of the RFP.
- Include **electronic copies** of all submitted materials as well as 1 original and 5 hardcopies. Please see Section X. E. of the RFP, <<click here>>.

**TECHNICAL ASSISTANCE NEEDS**

*Prioritize the **TOP 3** Technical Assistance needs you have in regards to undertaking a Planning Project and developing a framework for an Implementation Program. Place a 1, 2, and 3 in the appropriate boxes below: Only choose three categories from the available options provided:*

- Data development and analysis
- Identifying best practices
- Collaboration
- Budgets and finance
- Developing program goals, objectives, and metrics for program evaluation
- Determining organizational capacity
- Other (please describe): Legal - developing contracts between collaborators to limit liability and equitably share infrastructure.

Please note that this application is due **December 20, 2019 by 2:00 PM PST**. Applicants must provide 1 original hard copy grant application clearly marked original, five hard copies, and an electronic copy to the following address:

CMSP Governing Board  
ATTN: Anna Allard  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815  
916-649-2631 ext. 120

## 1) TARGET POPULATION

a. *All Planning Project Grants must focus on identified needs of one or more target populations within the community that meet the criteria required by the RFP. Please indicate below which one or more uninsured or under-insured target population(s) planning efforts will be focused on:*

- Adults that need follow up specialty services and/or other support services following an inpatient hospital stay
- Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery
- Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services
- Adults with health and/or behavioral health conditions that have been released incarceration

b. *Program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target population(s). Please indicate if proposed planning efforts will focus on any of the following sub-populations. If no sub-groups will be identified please select "No sub-groups identified":*

- Homeless adults
- Adults with chronic health or behavioral health conditions
- Adults in need of pain management support
- No sub-groups identified

c. *Please provide a description of the proposed target population(s) and what the project currently knows about the target population(s)?*

All health care services in Inyo County are clustered along the 395 corridor. Our target population is low income adults with transportation challenges in need of primary care, specialty care, behavioral health or follow up care after inpatient who do not live near Hwy 395 and experience drive times of up to 4 hours to access health care.

## 2) PLANNING QUESTIONS

*What questions does the Planning Project hope to answer about the target population(s), service delivery, and/or resources through the planning process. Please include a minimum of **3 Questions**.*

### **QUESTION 1:**

What would it take to make a mobile clinic offering a variety of services financially sustainable, given the enormous distances and rugged terrain that must be crossed to serve the hard-to-reach populations of Inyo County? How many patients per stop/per mile? What payer mix is necessary to break even?

### **QUESTION 2:**

What services are most critically needed for the most complex patients in the furthest reaches of the county? How much mobile capacity should be put toward chronic care management versus primary care, behavioral health care, and/or public health/immunizations?

### **QUESTION 3:**

How can we design a contract to share the mobile clinic equitably between health care entities, and in a way that allows each entity to retain their own service area and increase each entity's outreach to its target populations?

### 3) PLANNING GOALS

*Clearly **identify** and **number** the goals of the project's planning process. Please include a minimum of **3 Goals**.*

1. Determine what payer mix, reimbursement level, and patient volume is necessary to make a mobile clinic that serves the farthest reaches of Inyo County financially sustainable.
2. Understand what utilization might look like when the mobile clinic visits each community. What are the health care service needs of the community? How many visits per person should we expect?
3. Using data collected in goals #1 and #2, determine the feasibility of each health care entity participating in mobile clinic operations, and to what extent.
4. Based on participation at levels identified in goal #3, facilitate agreement between all entities on legal, financial, and service parameters of sharing the mobile clinic in a way that works for everyone.

#### 4) PROPOSED PLANNING ACTIVITIES

*Broadly discuss the proposed activities to be performed in the Planning Project. This section should be used to describe planning efforts to be effectively completed and produce a framework for an Implementation Program Grant proposal. Please use the Work Plan and Timeline in Item 6 to provide details on essential steps.*

- 1) Issue an RFP for a consultant to develop a financial pro forma to determine what payer mix, reimbursement level, and patient volume will make a mobile clinic financially sustainable.
- 2) Provide the pro forma to all partners to help them determine minimum participation/reimbursement requirements for their organization.
- 2) Issue a survey to determine patient need and potential volume in outlying areas (Tecopa, Shoshone, Darwin, Keeler, Homewood Canyon).
- 3) Refine financial pro forma with community data to determine where it is realistic to plan for mobile clinic services, and how often, and what services will be provided.
4. Convene all participating entities to agree to potential route, services, providers, rules of participation.
5. Draw up services/sharing contract between Inyo County HHS and participating health care entities

*As a part of your expected planning process, identify which one or more of the following core required LICN program components you anticipate will be incorporated into the Planning Project:*

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

#### 5) PROJECT PARTNERS

*Please list the proposed key project partners and briefly describe their intended roles.*

Inyo County HHS - will administer the grant and contractors during the planning grant. Will convene all partners and serve as planning facilitator. May be responsible for writing application for implementation grant.

Inyo HHS Divisions of Public Health and Prevention, and Mental Health/SUD will participate in financial pro forma/community survey process to determine what services should be provided via mobile clinic, and how often.

Northern Inyo Health Care District, Southern Inyo Health Care District, and Toiyabe Indian Health Project - the three main health care providers in Inyo County. Between the three entities, the whole service area of Inyo County (plus some Mono County, plus some Nevada) is covered. We hope all three of these entities will be able to cooperatively work together to share the mobile clinic to serve the outlying populations in their service area.

## 6) WORK PLAN AND TIMELINE

*Please create a Planning Project Work Plan and Timeline for completion of all essential contracting, consultant/staff recruitment, collaboration, planning and reporting activities. The Work Plan should not exceed twelve (12) months. Note, if the applicant is awarded a Planning Grant, the Technical Assistance Contractor will work with the awardee to further refine the Work Plan.*

*In addition to the **description of each activity**, applicants must include the **Month and Year** in which each activity will take place, and the **responsible parties or personnel** involved in completing each individual activity.*

January 9, 2020 - First meeting of all three stakeholder healthcare provider CEOs together to discuss project (Inyo County HHS lead)

February 2020 - RFP for financial planning consultant issued (Inyo County HHS lead).

March 2020 - Financial planning consultant selected by three stakeholder provider CEOs and Inyo County HHS (all four organizations, Inyo County HHS will convene).

March 2020 - Outlying community survey complete and issued to communities (Inyo County HHS - Outcomes and Evaluations team).

May 2020 - Financial Pro Forma complete (consultant)

May 2020 - Survey complete (Inyo County HHS Outcomes and Evaluations team)

May 2020 - RFP for legal consultant issued for drafting contract (Inyo HHS).

June 2020 - Legal contract drafted (Legal consultant)

June 2020 - implementation grant drafted (Inyo HHS)

## 7) ORGANIZATION & STAFFING

*Describe the lead applicant's organizational capability to bring local stakeholders together to undertake a planning process that leads to the development of a framework for an Implementation Program proposal. Clearly delineate the roles and responsibilities of the applicant organization(s) and key partner(s). Identify a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners. Describe any relevant prior efforts undertaken by the lead applicant and/or partners. Describe the lead agency and all key partners' roles within the delivery system. Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.*

This project will be lead by the Assistant Director of HHS, with support from the Program Integrity and Quality Assurance Manager (PIQA) and Outcomes and Evaluations team. This Project will have oversight within the HHS Executive team, with specific day-to-day responsibility for key tasks assigned to the Assistant Director who will be convening the stakeholder organizations and working with the PIQA to disseminate the community survey and develop outcomes and evaluation metrics.

All three stakeholder organizations have been alerted to our grant opportunity and are interested in exploring this concept of sharing a single mobile unit. The HHS Assistant Director has spoken to the hospital and IHS facility CEOs individually and a first meeting with all stakeholders in a single room has been identified and will take place on January 9, 2020. Between the three partners, we have essentially included the entire Inyo County delivery system, including North County, South County, and the Indian reservations and tribal areas.

**DISCLAIMER:** CMSP may require the applicant to submit further information on specific sections of this application if the content provided is deemed insufficient per the RFP requirements.



County of Inyo  
**HEALTH & HUMAN SERVICES DEPARTMENT**

*Marilyn Mann, Director*  
mmann@inyocounty.us

- ADMINISTRATION & EASTERN SIERRA AREA AGENCY ON AGING  
163 May Street  
Bishop, CA 93514  
TEL: (760) 873-3305  
FAX: (760) 873-6505  
SENIOR CENTERS  
TEL: (760) 873-6364  
Long Term Care (LTC) OMBUDSMAN  
682 Spruce St.  
Bishop, CA 93514  
TEL: (760) 872-4128 / FAX: (760) 873-4250
  
- FISCAL  
155 Market Street, Drawer A or H  
Independence CA 93526  
TEL: (760) 878-0242  
FAX: (760) 878-0266
  
- ADULT SOCIAL SERVICES  
Aging, APS & IHSS  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 872-1727  
FAX: (760) 873-5103
  
- CHILDREN'S SOCIAL SERVICES  
CPS, FIRST (Wraparound) &  
Resource Family Approval  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 872-1727  
FAX: (760) 872-1749
  
- EMPLOYMENT & ELIGIBILITY  
920 N. Main Street  
Bishop, CA 93514  
TEL: (760) 872-1394  
FAX: (760) 872-4950  
Lone Pine TEL: (760) 876-5545
  
- BEHAVIORAL HEALTH  
Mental Health, Wellness Centers,  
Progress House & Substance Use  
Disorder Services  
162-J Grove Street  
Bishop, CA 93514  
TEL: (760) 873-6533  
FAX: (760) 873-3277
  
- PUBLIC HEALTH  
207 A South Street  
Bishop, CA 93514  
TEL: (760) 873-7868  
FAX: (760) 873-7800
  
- PREVENTION  
WIC, First 5, Tobacco & Other Prevention  
586 W. Line Street  
Bishop, CA 93514  
TEL: (760) 872-1885 / (760) 873-6453  
FAX: (760) 872-1623
  
- TECOPA COMMUNITY CENTER  
405 Hot Springs Road  
Tecopa, CA 92389  
TEL: (760) 852-4264  
FAX: (760) 852-4343

December 16, 2019

CMSP Governing Board  
1545 River Park Drive, Suite 435  
Sacramento, CA 95815

To Whom it May Concern,

I write today as the agency director for Inyo County Health and Human Services (HHS), which includes the divisions of Public Health, Aging and Social Services, and Behavioral Health. Inyo HHS will also serve as the lead agency for the CMSP Local Indigent Care Needs (LICN) planning grant.

This grant application requests letters of support from the Health/Public Health, Social Services/Welfare, and Mental Health/Drug and Alcohol Services programs from applicant counties. As the agency director over all of these programs, I assure the Governing Board that the leads from each of the three divisions will be involved in the planning grant, should one be awarded.

We look forward to working with our county partners, as well as our local health care partners, in building a better health care system for Inyo County. Please consider this a letter of support and commitment to this goal from all divisions within Inyo HHS.

Sincerely,

Marilyn Mann

Director, Health and Human Services



TOIYABE INDIAN HEALTH PROJECT, INC.  
250 SEE VEE LANE  
BISHOP, CALIFORNIA 93514

December 12, 2019

ADMINISTRATION  
(760) 873-8464  
(760) 873-3935 FAX

FISCAL  
(760) 873-6111  
(760) 872-8152 FAX

CONTRACT CARE  
(760) 873-6111  
(760) 873-7601 FAX

OPTICAL  
(760) 873-6111

BISHOP MEDICAL CLINIC  
(760) 873-8461  
(760) 873-3908 FAX

PHARMACY  
(760) 873-4721  
(760) 873-6127 FAX

DENTAL  
(760) 873-3443  
(760) 873-3889 FAX

COMMUNITY HEALTH/  
NUTRITION/ELDERS  
(760) 872-2622  
(760) 873-6362 FAX

PREVENTIVE MEDICINE  
(760) 873-8851  
(760) 873-4922 FAX

FAMILY SERVICES DEPARTMENT  
(760) 873-6394  
(760) 873-3254 FAX

DIALYSIS CENTER  
(760) 873-7611  
(760) 873-3361 FAX

WIC PROGRAM  
(760) 872-3707  
(760) 873-6362 FAX

LONE PINE COMMUNITY CLINIC  
1150 S. GOODWIN LANE  
P. O. BOX 186  
LONE PINE, CA 93545  
(760) 876-4795  
(760) 876-5624 FAX

COLEVILLE CLINIC  
73 CAMP ANTELOPE RD.  
COLEVILLE, CA 96107  
(530) 495-2100  
(530) 495-2122 FAX

Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

Toiyabe Indian Health Project, Inc. looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

Toiyabe Indian Health Project, Inc. submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

Sincerely,



Kofi Novak

Chief Executive Officer

Toiyabe Indian Health Project, Inc.

FT. INDEPENDENCE INDIAN RESERVATION  
INDEPENDENCE, CA

BIG PINE PAIUTE TRIBE OF  
THE OWENS VALLEY  
BIG PINE, CA

LONE PINE  
PAIUTE-SHOSHONE RESERVATION  
LONE PINE, CA

ANTELOPE VALLEY INDIAN COMMUNITY  
COLEVILLE PAIUTE TRIBE  
COLEVILLE, CA

BISHOP PAIUTE RESERVATION  
BISHOP, CA

KUTZAD KA' PAIUTE TRIBE  
LEE VINING, CA

TIMBISHA SHOSHONE TRIBE  
DEATH VALLEY, CA

LITU LITU GWAITU PAIUTE TRIBE  
BENTON, CA

BRIDGEPORT INDIAN RESERVATION  
BRIDGEPORT, CA

## Southern Inyo Healthcare District

501 E. Locust St. P.O. Box 1009 Lone Pine, CA 93545  
Phone: 760-876-5501 Fax: 760-264-4292

12/16/2019

Inyo County Department of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

Southern Inyo Healthcare District looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

Southern Inyo Healthcare District submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

Sincerely,



Peter Spiers, PhD.  
Chief Executive Officer  
Southern Inyo Healthcare District



# NORTHERN INYO HEALTHCARE DISTRICT

150 Pioneer Lane  
Bishop, California  
93514  
(760) 873-5811 voice  
(760) 872-2768 fax

December 12, 2019

**Board of Directors:**

- ◆ **Mary Mae Kilpatrick, President**
- ◆ **Jean Turner, Vice President**
- ◆ **Robert Sharp, Secretary**
- ◆ **M.C. Hubbard, Treasurer**
- ◆ **Jody Veenker, Member at Large**
- ◆ **Kevin S. Flanigan, MD, MBA, CEO**

Marilyn Mann, Director  
Inyo County Department of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Marilyn,

I write today to support the County of Inyo Department of Health and Human Services' application for a Local Indigent Care Needs (LICN) Planning Grant from the County Medical Services Program (CMSP).

Northern Inyo Healthcare District (NIHD) looks forward to continuing our work with the Department of Health and Human Services to coordinate health, behavioral health and social services in a patient-centered manner with the goal of improved health and well-being for Inyo County residents.

NIHD submits this letter of support with the understanding that Inyo County Health and Human Services is going to coordinate with other Inyo County Departments and stakeholder organizations to put these funds to the best possible use. Please consider me a supportive partner in your efforts.

Sincerely,

Kevin S. Flanigan, MD, MBA  
Chief Executive Officer  
Northern Inyo Healthcare District  
(760) 873-2838  
Kevin.flanigan@nih.org

*Improving our  
Communities One  
Life at a Time. One  
Team. One Goal.  
Your Health!*

Web Site  
[www.nih.org](http://www.nih.org)



# INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON  
CHIEF PROBATION OFFICER

MARK A. OLSEN  
DEPUTY CHIEF



December 17, 2019

Inyo County Health and Human Services  
163 May Street  
Bishop, CA 93514

RE: Letter of Support for CMSP Grant

Dear Marilyn:

It is a core value of the Inyo County Probation Department to protect community safety and provide rehabilitative services to at-risk adults and youth. Our ability to make progress toward this goal requires collaboration and partnership with all of the components of the criminal justice systems, health services, education, social services, substance abuse, mental health, and community-based services in Inyo County.

As the Chief Probation Officer, I am pleased to offer my support for your application of the CMSP grant. The proposed use of the grant funds align well with the goals of the County as there is a great need for health services for indigent community members in Inyo County.

Being the second largest county (geographically) in the State, we oftentimes struggle with being able to provide health services to low income/indigent adults in our small isolated communities within Inyo County.

A mobile health clinic will be the perfect solution to reach members of the community in all locations throughout Inyo County.

The Inyo County Probation Department values our partnership with the Department of Health and Human Services and we look forward to continuing our work together to coordinate health, behavioral health and social services with the goal of improved health and well-being for Inyo County residents.

Please consider me a supportive partner in your efforts.

Sincerely yours,

Jeffrey L. Thomson  
Chief Probation Officer  
County of Inyo

**CMSP Local Indigent Care Needs Program  
Planning Grant - Budget Template**

<b>Applicant</b>	Inyo County Health and Human Services
<b>Project Title</b>	Overcoming Geographic Barriers to Access
<b>Period Covered</b>	March 1, 2020 - February 28, 2021

<b>Category</b>	<b>Quantity</b>	<b>CMSP</b>	<b>In-Kind</b>	<b>Total Project</b>
<b>Personnel</b>		\$20,000	\$3,500	\$23,500
Assistant Director of HHS	1	\$10,000		\$10,000
PIQA	1	\$5,000		\$5,000
Administrative Analyst	1	\$5,000		\$5,000
Senior Management	1		\$3,500	\$3,500
<b>Training</b>				
<b>Contractual Services</b>		\$30,000		\$30,000
Financial Pro Forma	1	\$15,000		\$15,000
Legal Contracts	1	\$15,000		\$15,000
<b>Office Expenses</b>			\$500	\$500
Office Supplies	1		\$500	\$500
<b>Travel</b>			\$1,000	\$1,000
In County for surveys/mtgs			\$500	\$500
CMSP meetings			\$500	\$500
<b>Other</b>				
<b>Admin/Overhead</b>				
<b>Total Funding</b>		\$50,000	\$5,000	\$55,000

CMSP Local Indigent Care Needs Program  
Planning Grant-Budget Narrative  
Inyo County Health & Human Services

Personnel:

Assistant Director of HHS will led the project and attend CMSP meetings in Sacramento: \$10,000

Program Integrity and Quality Assurance Manager (PIQA) will provide project support, develop survey and attend project meetings: \$5,000

Administrative Analyst from the Outcomes and Evaluations team will provide project support, implement the survey and attend project meetings: \$5,000

Senior Management Analyst will develop the budgets, complete the reporting and attend project meetings where financial information is needed or discussed: \$3,500

Contractual Services:

Financial Pro Forma: consultant to help the county develop a financial pro forma to determine what payer mix, reimbursement level, and patient volume will make a mobile clinic financially sustainable: \$15,000

Legal Contracts: legal consultant issued for drafting contract between multiple health care providers and Inyo County HHS \$15,000

Office Expenses:

Supplies for the survey and meetings \$500

Travel:

In County travel for the surveys and meetings \$500

CMSP meetings in Sacramento (mileage, per diem and hotel) \$500



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Lucy Vincent

**SUBJECT:** Ratify the Contract between County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC.

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and Bakersfield Behavioral Healthcare Hospital, LLC for acute psychiatric inpatient services in an amount not to exceed \$50,000 for the period of July 1, 2020 to June 30, 2021, and authorize Chairperson to sign the contract and HIPAA Business Associate Agreement.

**SUMMARY/JUSTIFICATION:**

This contract comes to your Board late due to the communication challenges and delays in the negotiation process with the facility. The contract was initiated several months prior to the start of the FY 20/21. Bakersfield Behavioral Healthcare Hospital (BBHH) is an acute inpatient psychiatric facility that has been willing to admit Inyo County residents in need of this level of care when beds are available. Inyo patients are typically transferred to BBHH from the Crisis Stabilization Unit (CSU) in Ridgecrest. The CSU is the access point to care, either under Welfare and Institutions Code (WIC) 5150 or as a voluntary admission. Access to inpatient psychiatric hospital beds is extremely challenging given the small number of beds available as well as the distance to the nearest hospital across County lines. As the Ridgecrest CSU is also located in Kern County, there is greater access to this hospital located in Bakersfield. In combination with the CSU, hospitalization at BBHH has decreased our local transfer wait times significantly. Over the past year, a majority of our hospitalizations have occurred at this hospital. MediCal regulations require that if one hospital is used more frequently by a County, a contract must be pursued between the County and the facility (disproportionate use). A contract also allows for a negotiated rate and ease of payment processing. This is the second year of our proposed use of a contract with BBHH. We respectfully request ratification of this contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Inyo County HHS Behavioral Health as the Mental Health Plan is fiscally responsible for payment for these hospital costs. A good faith effort to contract with this disproportionate use facility is required. The alternative is to process each invoice for payment, coming to the Board on multiple occasions.

**OTHER AGENCY INVOLVEMENT:**

DHCS, hospitals and agencies designated to place involuntary holds under WIC Section 5150.

**FINANCING:**

100% Mental Health Realignment Funds for Adults, MediCal as allowed for beneficiaries under age 21. This contract is budgeted in Mental Health (045200) in Support & Care w/1099 (5508). No County General Funds.

**ATTACHMENTS:**

1. Bakersfield Behavioral Healthcare Hospital, LLC Contract FY20-21
2. HIPAA Business Associate Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 7/2/2020
Darcy Ellis	Approved - 7/2/2020
Lucy Vincent	Approved - 7/2/2020
Marilyn Mann	Approved - 7/2/2020
Melissa Best-Baker	Approved - 7/3/2020
Meaghan McCamman	Approved - 7/7/2020
Marshall Rudolph	Approved - 7/7/2020
Amy Shepherd	Approved - 7/7/2020
Aaron Holmberg	Approved - 7/8/2020
Marilyn Mann	Final Approval - 7/9/2020



**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**AGREEMENT**

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter "Hospital Inpatient Psychiatric Services") pursuant to and in accordance with the Bronzan-McCorquodale Act (herein "BMA") and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein "LPS") Acts, as set forth in the California Welfare and Institutions Code (herein "W&I"), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo Behavioral Health Services Program (herein "BHS") has certain obligations to assure the provision of psychiatric and other professional medical services, including evaluation and treatment, to persons who meet the W&I qualifications for involuntary detention, evaluation, and treatment as the result of a mental disorder.

WHEREAS, the County of Inyo (hereinafter referred to as "County") hereby contracts with **Bakersfield Behavioral Healthcare Hospital, LLC** hereinafter "Contractor"; collectively "the Parties") for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

**2. TERM.**

The term of this Agreement shall be from July 1<sup>st</sup>, 2020 to June 30<sup>th</sup>, 2021 unless sooner terminated as provided for in paragraph 16 of this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty Thousand Dollars and no cents (\$ 50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment B attached hereto and incorporated by reference.

E. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

**4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.**

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 *et seq.* of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

**5. TIME OF THE ESSENCE.**

Time is of the essence in the performance of this Agreement.

**6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required.

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

**B.** Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.

**C.** Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment B of this Agreement.

**D.** Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.

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

## **7. CONTRACTOR FACILITIES.**

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

## **8. STATUS OF CONTRACTOR.**

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

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

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

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

D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments **A** and **B**, County requires preauthorization for payment of services provided.

#### **9. WORKERS' COMPENSATION AND EMPLOYER LIABILITY.**

Contractor shall provide (a) workers' compensation insurance coverage, in accordance with the statutory limits, and (b) employer's liability in the minimum amount of \$1,000,000 per accident for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation and employer's liability insurance coverage.

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the County.

Contractor expressly waives its immunity for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This waiver shall not apply to any damage resulting from the sole negligence of the County, its agents, and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the County, its agents or employees, the obligations provided herein to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents, and employees. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance laws.

#### **10. INSURANCE.**

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

#### **11. DEFENSE AND INDEMNIFICATION.**

The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability in connection with the party's performance of work under this Agreement or failure to comply with any of the obligations in this Agreement, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees in connection with the party's performance of work under this Agreement. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative

fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

## **12. RECORDS.**

### **A. The Contractor shall:**

- (1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.
- (2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.
- (3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.
- (4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.
- (5) (Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.
  - (a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.
  - (b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

## **13. AUDIT.**

**A.** Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:

- (1) Level and quality of care, and the necessity and appropriateness of the services provided.
- (2) Internal procedures for assuring efficiency, economy, and quality of care.
- (3) Compliance with County Client Grievance Procedures.
- (4) Financial records when determined necessary to protect public funds.

B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.

C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

#### **14. NONDISCRIMINATION.**

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

#### **15. NONDISCRIMINATION POLICY.**

A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.

B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth

in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. 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."

**16. TERMINATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (30) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment A and shall be compensated in accordance with the terms of this Agreement for all services rendered during this time period.

**17. ASSIGNMENT.**

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

**18. SUBCONTRACTORS.**

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

**19. DEFAULT.**

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

**20. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-nine (29) below.

**21. STANDARD OF PERFORMANCE.**

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

## **22. GOVERNING LAW.**

**A.** Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (1) W&I, Divisions 5, 6, and 9;
- (2) California Code of Regulations, Title 9;
- (3) California Code of Regulations, Title 22;
- (4) BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- (5) Title XIX of the U.S. Social Security Act, and
- (6) The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

## **23. CONFIDENTIALITY.**

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

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

## **24. USE OF INFORMATION.**

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- (1) Not use any such information for any purpose other than carrying out the express terms of this Contract;
- (2) Promptly transmit to the County all requests for disclosure of such information;
- (3) Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and
- (4) At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.



**25. CONFLICTS.**

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

**26. POST AGREEMENT COVENANT.**

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

**27. SEVERABILITY.**

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

**28. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-nine (29) (Amendment).

**29. AMENDMENT.**

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

**30. SOLE AUTHORIZATION.**

Inyo County BHS shall have the sole authority to act on behalf of County to authorize Contractor to provide services to any Patient pursuant to this Agreement.

**31. STAFF AVAILABILITY.**

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

**32. NOTICE.**

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

County of Inyo Behavioral Health Services:  
Inyo County Behavioral Health Division  
162-J Grove Street  
Bishop, CA 93514

Contractor:  
Bakersfield Behavioral Healthcare Hospital, LLC  
5201 White Lane  
Bakersfield, CA 93309

**33. ENTIRE AGREEMENT.**

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

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

**COUNTY**

COUNTY OF INYO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR**

BAKERSFIELD BEHAVIORIAL HEALTH LLC

By: Jeff Chin

Name: JEFF CHIN

Title: CEO

Dated: 6/25/2020

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES TERM:

FROM: July 1<sup>st</sup>, 2020

TO: June 30<sup>th</sup>, 2021

SCOPE OF WORK:

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. "Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician's reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. "Beneficiary" means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. "Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to Patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's

arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient.

County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients to be transported to and from Contractor's facilities, which includes transportation at time of patient's discharge from the Contractor's facility. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to Patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 *et seq.* and 14680 *et seq.* of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years, and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2019**

**TO: June 30<sup>th</sup>, 2020**

**SCHEDULE OF FEES:**

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.
2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.
3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.
4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.
5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.
6. Rate Of Compensation For Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1, and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is



considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

**ATTACHMENT B-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2019**

**TO: June 30<sup>th</sup>, 2020**

**SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES**

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows:

<b>BASIC FEES FOR OVERNIGHT STAY AT CONTRACTOR'S FACILITY</b>	
<b>DESCRIPTION</b>	<b>RATE</b>
Adolescent Psychiatric	\$989
Administrative Day (non-treatment)	\$480
Room & Board, Private Psychiatric	\$989
Room & Board, 2 Bed Psychiatric	\$989
Legal Fess associated with individuals on an involuntary hold	\$350
Room & Board, 3 or 4 Bed Psychiatric	\$N/A
Room & Board, Ward Psychiatric	\$N/A
Intensive Care Psychiatric	\$N/A

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Bakersfield Behavioral Healthcare Hospital, LLC  
FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

**TERM:**

**FROM: July 1<sup>st</sup>, 2020**

**TO: June 30<sup>th</sup>, 2021**

**SEE ATTACHED INSURANCE PROVISIONS**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**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 \$10,000,000 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. Limit may be satisfied with a CGL policy as specified above with limits no less than \$2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than \$10,000,000 per occurrence.

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (Limit reduced from \$5,000,000 when contract specifies contractor will not be transporting patients outside of their facility.)

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees.)

**Professional Liability (Errors and Omissions):** appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

**Cyber Liability Insurance:** as required due to access and management of electronic medical records, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

#### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Waiver of Subrogation**

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

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Bakersfield Behavioral Healthcare Hospital, LLC, referred to herein as Business Associate (“BA”). This Agreement is effective as of \_\_\_\_\_, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].



- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Bakersfield Behavioral Healthcare Hospital, LLC

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

By: Jeff Chinn

Print Name: \_\_\_\_\_

Print Name: JEFF CHINN

Title: \_\_\_\_\_

Title: CEO

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

Date: 7/2/2020



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 14, 2020

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

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**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of July 7, 2020.

**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 - 7/8/2020  
Final Approval - 7/8/2020



# CITY OF BISHOP

377 West Line Street – Bishop, CA 93514  
P.O. Box 1236 – Bishop, CA 93515  
City Hall (760) 873-5863 – Fax (760) 873-4873

July 8, 2020

County of Inyo Board of Supervisors  
224 North Edwards  
Independence, CA 93526

RE: November 3, 2020 General Municipal Election

Dear Board of Supervisors:

Please find attached five resolutions which were approved and adopted by the Bishop City Council at their June 8, 2020 regular City Council meeting. The attached five resolutions, Resolution No. 2020-14, Resolution No. 2020-15, Resolution 2020-16, Resolution 2020-17, and Resolution No. 2020-18 are to facilitate the City of Bishop General Municipal Election to be consolidated with the Statewide General Election scheduled on Tuesday, November 3, 2020 for the election of three Council Members, a City Treasurer, and a Transactions and Use tax measure titled "community safety and essential services". The terms for Laura Smith, Jim Ellis, and Chris Costello as Council Members will be expiring. The term for Martin Connolly as appointed City Treasurer will also be expiring.

Resolution No. 2020-14 calls for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of City officers, and Resolution No. 2020-15 requests the Board of Supervisors of the County of Inyo to consolidate the City's election for these officers with the Statewide General Election to be held on that date. Resolution No. 2020-16 adopts regulations for candidates statements.

Resolution No. 2020-17 submits the Bishop Community Safety and Essential Services Measure (Transactions and Use Tax) to the voters at the November 3, 2020 General Municipal Election and takes certain related actions. Resolution No. 2020-18 requests the Board of Supervisors of the County of Inyo to consolidate the City's election on this measure with the Statewide General Election to be held on that date.

Should you have any questions or concerns, please feel free to contact me directly at (760) 873-5863.

Sincerely,

Ron Phillips  
City Administrator

Enclosures – Five (5) Resolutions

**RESOLUTION NO. 2020-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.**

WHEREAS, under the laws of the State of California, a Statewide General Election shall be held on November 3, 2020; and

WHEREAS, municipal elections can be consolidated with the Statewide General Election pursuant to Elections Code 10400 et seq.; and

WHEREAS, the terms of three City Council Members and the City Treasurer are expiring and an election must be held to fill these offices.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Bishop, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing three Members of the City Council for the full term of four years; and a City Treasurer for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Inyo Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

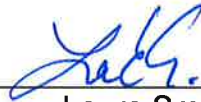
SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Inyo Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of June, 2020.



\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:



\_\_\_\_\_  
Robin Picken, City Clerk





STATE OF CALIFORNIA }  
COUNTY OF INYO }  
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-14 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 8, 2020, and that the same was so passed and adopted by the following roll call vote.

AYES: Muchovej, Ellis, Schwartz, Costello, Smith

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 9<sup>th</sup> day of June, 2020.



---

Robin Picken, City Clerk  
CITY OF BISHOP



**RESOLUTION NO. 2020-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.**

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 3, 2020, for the purpose of the election of three Members of the City Council and a City Treasurer; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 and 10418 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 3, 2020, for the purpose of the election of three Members of the City Council and a City Treasurer.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Inyo.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of June, 2020.



\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:



\_\_\_\_\_  
Robin Picken, City Clerk




STATE OF CALIFORNIA }  
COUNTY OF INYO }  
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-15 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 8, 2020, and that the same was so passed and adopted by the following roll call vote.

- AYES: Muchovej, Ellis, Schwartz, Costello, Smith
- ABSENT: None
- NOES: None
- DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 9<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Robin Picken, City Clerk  
CITY OF BISHOP



**RESOLUTION NO. 2020-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020.**

WHEREAS, §13307 of the Elections Code of the State of California provides that candidates for elective office may prepare a candidates statement on a form provided by the elections official, and that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1. GENERAL PROVISIONS.** That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Bishop on November 3, 2020 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**SECTION 2. FOREIGN LANGUAGE POLICY.**

- A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Inyo. At this time, the County of Inyo has no foreign language requirements.
- B. The County will print and mail voter information guides and candidate statements to all voters in any foreign language requested as an option by the candidate. The County will make the voter information guides and candidate statements in any foreign language requested as an option by the candidate available at all polling places, on the County's website, and in the Election Official's office.

### SECTION 3. PAYMENT.

#### A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

#### B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

### SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow upper and lower case and block paragraph form to the same extent and manner as allowed by the County.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidate statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 3, 2020 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of June, 2020.



\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:



\_\_\_\_\_  
Robin Picken, City Clerk



STATE OF CALIFORNIA }  
COUNTY OF INYO }  
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-16 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 8, 2020, and that the same was so passed and adopted by the following roll call vote.

AYES: Muchovej, Ellis, Schwartz, Costello, Smith

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 9<sup>th</sup> day of June, 2020.



---

Robin Picken, City Clerk  
CITY OF BISHOP





**RESOLUTION NO. 2020-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, SUBMITTING THE BISHOP COMMUNITY SAFETY AND ESSENTIAL SERVICES MEASURE TO THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND TAKING CERTAIN RELATED ACTIONS**

WHEREAS, the City of Bishop provides vital public safety and general services.

WHEREAS, as a result of the COVID-19 crisis and the increasing cost of providing services, the City Council anticipates that the City's tax revenues will fall well below what is necessary to provide the current level of services.

WHEREAS, on June 8, 2020, by its Resolution No. 202014 this Council called for the holding of a General Municipal Election on November 3, 2020 (the "Election").

WHEREAS, also on June 8, 2020, by its Resolution No. 2020-15 this Council requested that the Election be consolidated with the Statewide General Election to be held on November 3, 2020 and requested the assistance of the Inyo County Election Department in the conduct of the Election.

WHEREAS, Revenue & Taxation Code Section 7285.9 authorizes the City Council to levy a transactions and use tax for general purposes if the ordinance proposing that tax is approved by a two-thirds vote of all members of the City Council and the tax is approved by a majority vote of the qualified voters of the City voting in an election on the issue.

The City Council desires to submit such a tax to the City's voters at the Election.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. The City Council hereby orders, pursuant to Section 9222 of the Elections Code, that the City of Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance, attached hereto as Exhibit "A" and incorporated herein by reference, be submitted to the voters at the Election as the Bishop Community Safety and Essential Services Measure. Adoption of the ordinance requires a majority vote of those voting on the matter.

**SECTION 3. The question submitted shall appear on the ballot as follows:**

<b>BISHOP COMMUNITY SAFETY AND ESSENTIAL SERVICES MEASURE.</b> To provide the City of Bishop with funding to maintain essential services such as police, fire, street maintenance, and parks and recreation, shall an ordinance creating a one-cent transactions (sales) and use tax be adopted, providing approximately \$1.8 million annually until repealed by voters, with all funds locally controlled and independently audited?	<b>YES</b>	
	<b>NO</b>	

**SECTION 4.** The City Clerk is instructed to transmit the Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.

**SECTION 5.** That the City Council authorizes the following member(s) of its body

Chris Costello (Mayor Pro Tempore)  
Stephen Muchovej (Council Member)  
Karen Schwartz (Council Member)

to file a written argument not exceeding 300 words regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed names and signatures of the authors submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument (see Exhibit "B").

**SECTION 6.** That pursuant to Section 9285 of the Elections Code of the State of California, when the elections official has selected the arguments for and against the measure (not exceeding 300 words each) which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument (see Exhibit "C").

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

All previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

SECTION 7. The City Clerk is instructed to transmit the Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.

- a. The city attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the city attorney, the city clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of the City of Bishop Community Safety and Essential Services Measure. If you desire a copy of the ordinance or measure, please call the election official's office at (760) 878-0224 and a copy will be mailed at no cost to you."
- d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 8. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. Notice of the time and place of holding of the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in the time, form, and manner as required by law.

SECTION 10. Pursuant to Section 10400 et seq. of the Elections Code, the Board of Supervisors of Inyo County is requested to consolidate the election on this ballot measure with other elections held on the same day in the County.

SECTION 11. The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

SECTION 12. Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County elections office to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the City agrees to reimburse the County, in accordance with current County provisions and allocation procedures.

SECTION 13. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 8th day of June, 2020.



\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:



\_\_\_\_\_  
Robin Picken, City Clerk



EXHIBIT A

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING CHAPTER 3.52 (COMMUNITY SAFETY AND ESSENTIAL SERVICES TRANSACTIONS AND USE TAX) TO TITLE 3 OF THE BISHOP MUNICIPAL CODE**

THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.52 is hereby added to Title 3 of the Bishop Municipal Code to read as follows:

**CHAPTER 3.52 – COMMUNITY SAFETY AND ESSENTIAL SERVICES TRANSACTIONS AND USE TAX**

**Section 3.52.010 Title**

This Chapter shall be known as the "City of Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance." The City of Bishop hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

**Section 3.52.020 Operative Date**

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter.

**Section 3.52.030 Purpose**

This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

**Section 3.52.040 Contract with State**

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

**Section 3.52.050 Transactions Tax Rate**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.00%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

**Section 3.52.060 Place of Sale**

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

**Section 3.52.070 Use Tax Rate**

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Chapter for storage, use or other consumption in said territory at the rate of one percent (1.00%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**Section 3.52.080 Adoption of Provisions of State Law**

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

**Section 3.52.090 Limitations on Adoption of State Law and Collection of Use Taxes**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

**Section 3.52.100 Permit not required**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

**Section 3.52.110 Exemptions and Exclusions**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411



of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**Section 3.52.120 Amendment or Repeal**

A. All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the

Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

B. The City Council may amend this Chapter without voter approval only to make minor technical adjustments consistent with the purposes set forth in this Chapter and applicable laws or as necessary to comply with the law.

**Section 3.52.130 Enjoining Collection Forbidden**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Section 3.52.140 Severability**

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

**Section 3.52.150 Use of Proceeds**

The proceeds from the transactions and use tax imposed by this Chapter shall be deposited in the general fund of the City and available for any lawful governmental purpose.

**Section 3.52.160 Annual Audit**

The tax revenue generated by this new general purpose revenue source shall be included in the annual audit of the City's financial operations by an independent certified public accountant.

SECTION 2. This Ordinance shall not take effect until it has been approved by a majority of the voters voting at the general municipal election to be held November 3, 2020. The tax imposed by this Ordinance shall become effective as set forth in the new Section 3.52.020 of the Bishop Municipal Code as added by Section 1 of this Ordinance.

SECTION 3. Any provision of the Bishop Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The People and City Council of the City of Bishop hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

I hereby certify that this Ordinance was PASSED, APPROVED, AND ADOPTED by the people of the City of Bishop at the general election held on this 3rd day of November, 2020.

Ayes:  
Nays:  
Present:

\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:

\_\_\_\_\_  
Robin Picken, City Clerk

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

ADOPTED BY THE VOTERS OF THE CITY OF BISHOP AT THE NOVEMBER 3, 2020 ELECTION.

\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:

\_\_\_\_\_  
Robin Picken, City Clerk

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

EXHIBIT B

ARGUMENTS

FORM OF STATEMENT TO BE FILED BY  
AUTHORS OF ARGUMENTS

All arguments concerning measures filed pursuant to Division 9, Chapter 3 (beginning with § 9200) of the Elections Code shall be accompanied by the following form statement to be signed by each proponent, and by each author, if different, of the argument:

The undersigned proponents or authors of the primary argument in favor of ballot proposition Community Safety and Services Measure at the General election for the City of Bishop to be held on November 3, 2020 hereby state that the argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____

EXHIBIT C

ARGUMENTS

FORM OF STATEMENT TO BE FILED BY  
AUTHORS OF ARGUMENTS

All arguments concerning measures filed pursuant to Division 9, Chapter 3 (beginning with § 9200) of the Elections Code shall be accompanied by the following form statement to be signed by each proponent, and by each author, if different, of the argument:

The undersigned proponents or authors of the rebuttal argument in favor of ballot proposition Community Safety and Services Measure at the General election for the City of Bishop to be held on November 3, 2020 hereby state that the argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____

STATE OF CALIFORNIA }  
COUNTY OF INYO }  
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-17 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 8, 2020, and that the same was so passed and adopted by the following roll call vote.

AYES:            Muchovej, Ellis, Schwartz, Costello, Smith

ABSENT:        None

NOES:           None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 9<sup>th</sup> day of June, 2020.



\_\_\_\_\_  
Robin Picken, City Clerk  
CITY OF BISHOP



## RESOLUTION NO. 2020-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.**

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 3, 2020, for the purpose of submitting to the voters a community safety and essential services measure; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 and 10418 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 3, 2020, for the purpose of submitting to the voters a community safety and essential services measure.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Inyo.



SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of June, 2020.



\_\_\_\_\_  
Laura Smith, Mayor

ATTEST:



\_\_\_\_\_  
Robin Picken, City Clerk



STATE OF CALIFORNIA }  
COUNTY OF INYO }  
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-18 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on June 8, 2020, and that the same was so passed and adopted by the following roll call vote.

AYES: Muchovej, Ellis, Schwartz, Costello, Smith

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 9<sup>th</sup> day of June, 2020.



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Robin Picken, City Clerk  
CITY OF BISHOP

