

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

February 9, 2021 - 8:30 AM

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

CLOSED SESSION

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

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

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

DEPARTMENTAL - PERSONNEL ACTIONS

9. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Analyst exists in non-General Fund budgets, as certified by the Health & Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Administrative Analyst I at Range 68 (\$4,533- \$5,508) or Administrative Analyst II at Range 70 (\$4,753 - \$5,781); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.
10. **Water Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Water Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate; and C) approve the hiring of five (5) seasonal Field Assistant I's at Range 050PT (\$15.97 - \$19.39 per hour), from June 1, 2021 through August 27, 2021, contingent upon the Board's adoption of the Fiscal Year 2021-2022 budget.

CONSENT AGENDA (Approval recommended by the County Administrator)

11. **County Administrator - Motor Pool** - Request Board award a contract to Bishop Ford for the purchase of (4) four 2021 Ford Explorer Police Utility Units and (1) one 2021 Ford Expedition SSV and approve a purchase order in the amount of \$231,536.76.
12. **Public Works** - Request Board approve the bid package for the Progress House Generator Project and authorize the Public Works Director to advertise and bid the project.

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

13. **Board of Supervisors** - Request Board: A) hear a presentation from the Eastern Sierra Sustainable Recreation Partnership on its Sustainable Recreation and Tourism Initiative; and B) discuss Inyo County priorities for the initiative.
14. **Planning Department** - Request Board approve Resolution No. 2021-16, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing Application for, and Receipt of, the State of California Regional Planning Action Planning (REAP) Grant Program Funds," and authorize the Chairperson to sign.
15. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for February 11, 2021.
16. **County Administrator** - Request Board approve Amendment No. 2 to the Build to Suit Lease Agreement between the County of Inyo and Wolverine/Inyo LLC, a Texas limited liability company, for the real property described as the Inyo County Consolidated Office Building, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of January 26, 2021.

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

18. **11:30 A.M. - Health & Human Services** - Request Board receive presentation from Inland Empire Health Plan on the possibility of partnering with Inyo County to provide Medi-Cal Managed Care Services for Inyo County Medi-Cal beneficiaries.

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

19. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

20. **Department of Alcoholic Beverage Control** - Application for an On-Sale Beer and Wine - Eating Place alcoholic beverage licensed filed by Michele Lyn Green, Lone Star Bistro, 107 N. Main St., Lone Pine, CA 93545.



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Marilyn Mann

SUBJECT: Authorization to hire a full time Administrative Analyst I/II in the HHS Fiscal Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Administrative Analyst exists in non-General Fund budgets, as certified by the Health & Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Administrative Analyst I at Range 68 (\$4,533- \$5,508) or Administrative Analyst II at Range 70 (\$4,753 - \$5,781); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill resulting vacancy.

SUMMARY/JUSTIFICATION:

The Department is requesting to fill this vacancy which resulted when an employee resigned to pursue other career goals. This position will work with the other two Administrative Analysts in HHS on monthly and quarterly claims. Some of the specific duties include:

- County and State Budget creation, monitoring, claiming, and analyzing spending patterns;
- Compiling the data need to develop and submit the annual Mental Health cost report;
- Preparing regular management reports for the Department's internal monitoring and revenue and expense forecasting;
- Process quarterly State claims for CCS and other health programs;
- Supervision of HHS payroll activities;
- Review and process payments for all HHS contracts; and
- Complete various stages of the monthly Behavioral Health Medi-Cal claiming process.

In addition to the above duties, provides supervision to Office Technicians to ensure that all of the Account Payables/Receivables for the fiscal division occur accurately and timely.

This position works closely with the Senior Management Analyst to insure that all funding sources are kept up to date and that all key issues are immediately brought to attention. Additionally, all Administrative Analysts and the Senior Management Analyst in the Fiscal division continue to work closely to insure that the department pursues all funding sources and find ways to maximize all of the funds that are realized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow the Fiscal division to hire an Administrative Analyst, which could negatively impact State revenues and State reporting requirements.

OTHER AGENCY INVOLVEMENT:

Various other county departments

FINANCING:

State and Federal funding and Health, Behavioral Health and Social Services Realignment. Funding for this position would be 10% in Health (045100), 5% in CHDP (045102), 40% in CMH (045200), 5% in CCS Admin (045501), and 40% in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 1/23/2021
Darcy Ellis	Approved - 1/25/2021
Marilyn Mann	Approved - 1/26/2021
Sue Dishion	Approved - 1/28/2021
Amy Shepherd	Approved - 1/28/2021
Melissa Best-Baker	Approved - 1/28/2021
Marilyn Mann	Final Approval - 1/28/2021



County of Inyo



Water Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Aaron Steinwand

SUBJECT: Recruitment of Five Seasonal Field Assistants

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Water Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate; and C) approve the hiring of five (5) seasonal Field Assistant I's at Range 050PT (\$15.97 - \$19.39 per hour), from June 1, 2021 through August 27, 2021, contingent upon the Board's adoption of the Fiscal Year 2021-2022 budget.

SUMMARY/JUSTIFICATION:

The Water Department has hired annual seasonal Field Assistants to assist with vegetation monitoring conducted in accordance with the Long Term Water Agreement and Green Book. The purpose of this program is to evaluate vegetation conditions with respect to the Water Agreement's requirements for native vegetation. Seasonal Field Assistants also participate in other ongoing vegetation or mitigation project monitoring programs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the request. This alternative would hamper the Water Department's ability to address questions concerning the existing vegetation conditions and whether the Water Agreement goals and provisions are being met.

OTHER AGENCY INVOLVEMENT:

The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING:

Funds are available in the Board approved FY 2020-2021 Water Department budget (024102-5012) for five Seasonal Field Assistants from June 1 to June 30, 2021. Five Seasonal Field Assistants from July 1, 2021 to

August 31, 2021 are contingent on the adoption of the 2021-2022 budget.

ATTACHMENTS:

APPROVALS:

Laura Piper	Created/Initiated - 1/12/2021
Darcy Ellis	Approved - 1/12/2021
Sue Dishion	Approved - 1/14/2021
Amy Shepherd	Approved - 1/14/2021
Marshall Rudolph	Approved - 1/14/2021
Aaron Steinwand	Final Approval - 1/15/2021



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Leslie Chapman

SUBJECT: Purchase of FY 2020-2021 Motor Pool Vehicles

RECOMMENDED ACTION:

Request Board award a contract to Bishop Ford for the purchase of (4) four 2021 Ford Explorer Police Utility Units and (1) one 2021 Ford Expedition SSV and approve a purchase order in the amount of \$231,536.76.

SUMMARY/JUSTIFICATION:

Motor Pool utilized the formal bid process for the purchase of 4 Explorer Policy Utility and 1 Expedition SSV. Request for bids were sent to 3 dealerships and Bishop Ford provided the lowest bid. The bid amount is consistent with the budgeted replacement cost. Since these will be used as Sheriff's patrol vehicles Motor Pool intends to purchase the vehicles rather than utilize the Enterprise contract.

The Motor Pool Vehicle Replacement Schedule projected an expenditure of \$300,000 for the purchase of 5 vehicles in fiscal year 2020-2021. These new vehicles proposed for purchase will replace patrol units that have met the Motor Pool Replacement Criteria (that being age, high mileage, excessive costs from repairs, and/or dependability) and are needed by the Sheriff's department.

It is expected that the vehicles being taken out of service will be sold at auction.

One bid was received: Bishop Ford \$231,536.76. This price is for the purchase of the vehicles only. Specialized equipping will be bid separately.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to purchase some or all of these vehicles at this time. However, staff recommends making the purchase as these vehicles meet or exceed the Motor Pool Replacement Policy criteria.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The vehicles recommended for purchase have been included in the 2020-2021 Motor Pool Budget 200100, Object Code 5655.

ATTACHMENTS:

APPROVALS:

Miquela Beall	Created/Initiated - 1/28/2021
Darcy Ellis	Approved - 2/1/2021
Miquela Beall	Approved - 2/1/2021
Teresa Elliott	Approved - 2/1/2021
Marshall Rudolph	Approved - 2/1/2021
Amy Shepherd	Approved - 2/1/2021
Leslie Chapman	Final Approval - 2/1/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Travis Dean

SUBJECT: Approval of the Bid Package for the Progress House Generator Project

RECOMMENDED ACTION:

Request Board approve the bid package for the Progress House Generator Project and authorize the Public Works Director to advertise and bid the project.

SUMMARY/JUSTIFICATION:

As part of the 2020-2021 Approved Deferred Maintenance Budget, \$14,000.00 was budgeted for the purchase and installation of a back-up generator at the Progress House, located at 536 N. Second Street, Bishop, California. This purchase will bring the Progress House into compliance, allowing HHS to apply for grants.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Bid Package, and advertisement of the project. This is not recommended as this generator is needed to allow HHS to apply for grants.

OTHER AGENCY INVOLVEMENT:

Auditor
Health and Human Services

FINANCING:

The Project is part of the 2020/2021 Deferred Maintenance List and is budgeted in 011501 – Deferred Maintenance and object code 5191 – Maintenance of Structures.

ATTACHMENTS:

1. Progress House Generator Project Bid Package

APPROVALS:

Travis Dean
Darcy Ellis
Travis Dean

Created/Initiated - 1/26/2021
Approved - 1/27/2021
Approved - 1/27/2021

Breanne Nelums
Marshall Rudolph
Amy Shepherd
Michael Errante

Approved - 1/27/2021
Approved - 1/27/2021
Approved - 1/28/2021
Final Approval - 1/28/2021

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

PROGRESS HOUSE GENERATOR PROJECT

Project No. ZP-20-026

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

January, 2021

Prepared By: Inyo County Public Works

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**NOTICE
INVITING BIDS
FOR**

PROGRESS HOUSE GENERATOR PROJECT
Bishop, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

PROGRESS HOUSE GENERATOR PROJECT

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

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

PROGRESS HOUSE GENERATOR PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on February 22, 2021** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: This Project includes the purchase and installation of a back-up generator, transfer switch, battery, and synthetic pad and converting two (2) electric services to one (1) electric meter as described in the Special Provisions, at the Progress House, located at 536 N. Second Street, Bishop, CA.

A mandatory job walk will be held on **February 6, 2021 at 10:00 a.m.** at 536 N. Second Street in Bishop, CA.

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

For technical questions related to project work, site conditions, or to schedule a site visit, please contact Travis Dean of the Public Works Department at tdean@inyocounty.us or Chris Cox of the Building and Maintenance Department at 760-878-0230.

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

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

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

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

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

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

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

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

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

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

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

County of Inyo
Department of Public Works

Michael Errante
Director

Dated: January, 2021

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BID PROPOSAL FORMS FOR

PROGRESS HOUSE GENERATOR PROJECT
Bishop, CA

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BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **PROGRESS HOUSE GENERATOR PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- 1. **BID DEADLINE.** Bids must be received no later than 3:30 P.M. on February 22, 2021 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.
- 2. **BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:
- 3. **BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	22kW Liquid Propane Generator with 3’x6’x3” Synthetic Pad	1	LS	\$	\$
2	200 Amp Automatic Transfer Switch	1	LS	\$	\$
3	Battery	1	LS	\$	\$
4	Convert two (2) Electric Services to One (1) Electric Meter	1	LS	\$	\$
TOTAL BASE BID AMOUNT:					\$

PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

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

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

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

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder’s ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance

coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

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

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

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

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

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

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

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

Bidder's Name: _____

Address: _____

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

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

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

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

Owners, Officers, Partners, or Other Authorized Representatives:

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

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

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

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

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

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

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

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

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

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

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

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

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

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

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

PROGRESS HOUSE GENERATOR PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

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

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

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

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

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

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

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

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

PROGRESS HOUSE GENERATOR PROJECT

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

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

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

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

PROGRESS HOUSE GENERATOR PROJECT
DESIGNATION OF SUBCONTRACTORS

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

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

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

 Signature of Authorized Person) (Title)

 (Printed Name) (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

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

PROGRESS HOUSE GENERATOR PROJECT

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

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

PROGRESS HOUSE GENERATOR PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

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

Signed Name

Date

Printed Name

CA DIR Registration No.

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

PROGRESS HOUSE GENERATOR PROJECT

The undersigned declares:

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

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

PROGRESS HOUSE GENERATOR PROJECT

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

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

PROGRESS HOUSE GENERATOR PROJECT

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156
PROGRESS HOUSE GENERATOR PROJECT**

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 2. Holds any required business license by a jurisdiction located in Inyo County; and
 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

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

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

6.06.030 General Provisions.

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

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

6.06.040 Local Business and Small Business Preference.

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

6.06.050 Small Business Subcontracting Preference.

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

6.06.060 Limit On Contracting Preferences.

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

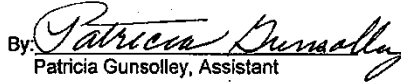
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered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

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

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


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

SMALL BUSINESS ENTERPRISE COMMITMENT (Construction Contracts)

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

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

PROJECT DESCRIPTION: PROGRESS HOUSE GENERATOR PROJECT

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: February 22, 2021

BIDDER'S COMPANY NAME: _____

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE

<p style="text-align: center;">For Inyo County to Complete:</p> <p>Project Number: <u>ZP-20-026</u></p> <p>Financing Type: _____</p> <p>Contract Award Date: _____</p> <p>Checked by:</p> <p>_____</p> <p>Print Name Signature Date</p>	<p style="text-align: center;">Total Claimed Participation</p> <p style="text-align: center;">\$ _____</p> <p style="text-align: center;">_____ %</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>_____</p> <p>Signature of Bidder</p> <p>_____</p> <p>Date (Area Code) Tel. No.</p> <p>_____</p> <p>Person to Contact (Please Type or Print)</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

ALL BIDDERS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

PROGRESS HOUSE GENERATOR PROJECT
Bishop, CA

ENCLOSURES:

Contract: Inyo County Standard Contract No. 147
Faithful Performance Bond
Labor and Material Payment Bond

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

_____, **CONTRACTOR**

for the

PROGRESS HOUSE GENERATOR PROJECT

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

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **PROGRESS HOUSE GENERATOR PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 10 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and served personally or sent prepaid, first class mail or via email. If sent via email, any notice, demand, et cetera shall also be sent via first class mail or personally served if the

receiving party does not acknowledge receipt of the email in writing within 3 days. Any such notice, demand, et cetera, shall be addressed to the other party at the physical or email address set forth herein below. Either party may change its physical or email 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. Notice shall be deemed communicated within 48 hours from the time that the receiving party acknowledges receipt if emailed as provided in this section

If to County: County of Inyo
Public Works Department
Attn: Travis Dean
168 N. Edwards
PO Drawer Q
Independence, CA 93526
Email: tdean@inyocounty.us

If to Contractor: _____

Email: _____

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

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

19. TERMINATION. This Contract may be terminated for the reasons stated below:

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

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

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

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

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

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

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

---o0o---

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROGRESS HOUSE GENERATOR PROJECT

**FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That _____

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

and _____
(Name of Corporate Surety)

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

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

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

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

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

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

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

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

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

---o0o---

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROGRESS HOUSE GENERATOR PROJECT

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

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

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

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

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

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

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

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

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

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

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

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROGRESS HOUSE GENERATOR PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 5

Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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SPECIAL PROVISIONS

FOR

PROGRESS HOUSE GENERATOR PROJECT

Bishop, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

PROGRESS HOUSE GENERATOR PROJECT
Bishop, CA

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

Director of Public Works

Specifications Approval Date

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INTRODUCTION / GENERAL:

The Progress House Generator Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2015 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans, the Inyo County Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California, or online at: http://www.inyocounty.us/county_directory.htm, under Public Works.

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

PROJECT DESCRIPTION

This Project includes the purchase and installation of a back-up generator, transfer switch, battery, and synthetic pad and converting two (2) electric services to one (1) electric meter as described in the Special Provisions, at the Progress House, located at 536 N. Second Street, Bishop, CA.

A mandatory job walk will be held on **February 6, 2021 at 10:00 a.m.** at 536 N. Second Street, Bishop, CA.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable State and local laws, codes, and regulations.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD

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

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

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

The successful bidder must furnish 2 bonds:

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

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

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

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

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

This section is amended as follows.

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

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

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

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

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

SBE Contracting Preference Commitment Submittal

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

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

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

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

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

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

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

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

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Amended to read as follows:

7-1.02K (2) WAGES

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

ADD TO 7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week

- 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

- 1. The information contained in the payroll record is true, correct, and complete
- 2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- 3. The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

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

7-1.06 INSURANCE

7-106A GENERAL

- 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
- 2. VERIFICATION OF COVERAGE: Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

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

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

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

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

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

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

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

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

SECTION 8 PROSECUTION AND PROGRESS

Amended to read as follows:

ADD TO 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Ten (10) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

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

8-1.10 LIQUIDATED DAMAGES

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

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

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

PUBLIC CONTRACT CODE SECTION 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a

lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

PROGRESS HOUSE GENERATOR SPECIFICATIONS

Part 1 – General

The project includes the purchase and installation of one (1) generator, three inch synthetic pad, automatic transfer switch, battery, and converting two (2) existing electric services to one existing electric meter. The Contractor is responsible for the purchase and installation of any and all work (including furnishing all labor (prevailing wages govern), materials, and equipment) necessary to provide a complete installation per the locally adopted building, electrical, and other applicable codes, as well as good industry practices and standards, including but not limited to:

1. Electrical design, single line drawings, and electrical calculations
2. Obtain all permits and pay all fees
3. Grounding and bonding wires, clamps, and ground rods
4. Above and below ground PVC, EMT, Rigid and flexible conduit
5. Panels, conductors, and circuit breakers
6. Daily and final cleanup, off hauling of trash, crating materials and debris and payment of dump fees.
7. Startup, testing, commissioning of the generators and transfer switches.
8. Training of the applicable County personnel on the operation of said equipment.
9. Contractor is to submit a layout defining the proposed sizing and layout of conduits, cut sheets for materials to be used, etc. to the County Engineer for review and approval by the Building Official prior to starting work.
10. No change orders allowed. Contractor to provide for all contingencies.
11. Power supply to the Progress House may not be eliminated for more than 6 hours.
12. Contractor must supply the County Engineer with a schedule of work prior to beginning work.

Generator

Purchase and installation of a 22 kilowatt liquid propane Generator (County to provide propane service to generator), to be installed on a 3'x6'x3" synthetic pad.

Transfer Switch

Purchase and installation of a 200 amp Automatic Transfer Switch.

Battery

Purchase and installation of battery to the generator.

Electric Services

Existing building currently has two (2) electric services and meters. Combine services to one existing electric meter. Work to include all necessary overhead work.

END OF SECTION

Progress House Generator Project
Special Provisions

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County of Inyo



Board of Supervisors

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: February 9, 2021

FROM: Board of Supervisors

SUBJECT: Sustainable Recreation and Tourism Initiative priorities

RECOMMENDED ACTION:

Request Board: A) hear a presentation from the Eastern Sierra Sustainable Recreation Partnership on its Sustainable Recreation and Tourism Initiative; and B) discuss Inyo County priorities for the initiative.

SUMMARY/JUSTIFICATION:

On March 7, 2019, the Sierra Nevada Conservancy (SNC)'s Governing Board authorized \$618,750 of Proposition 68 funds for the "The Eastern Sierra Sustainable Recreation Partnership: Sustainable Recreation and Tourism Initiative" to benefit the SNC's Eastern sub-region.

Ideas for projects with which to use the Initiative funding were collected from across the Eastern Sierra from June to October 2020 through an online submission form. A list has been compiled with projects from June Lake to Lone Pine. The Eastern Sierra Sustainable Recreation Partnership is now seeking member feedback in order to prioritize those projects.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Eastern Sierra Sustainable Recreation Partnership was created in July 2018 as a Non-Funded Challenge Cost Share Agreement between Mono County, and the Town of Mammoth Lakes, and the USDA, Forest Service Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest.

Alpine County voted to join the ESSRP on August 20, 2019, the City of Bishop voted to join on September 9, 2019, and Inyo County voted to join on October 8, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

ESSR

FINANCING:

N/A

ATTACHMENTS:

1. ESSRP Project Scoring 1-183 Sorted by Composite Score

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 2/4/2021
Final Approval - 2/4/2021

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
6	23.83	8.4	7.18	8.25	PLOP - "People Love Our Potties"	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	A system of regional and well-maintained bathrooms as a statement that the Eastern Sierra takes the recreation experience seriously.
129	22.71	7.71	7.09	7.91	Sustainable Dispersed Camping	Eastern Sierra public lands	Several of the above - temporary seasonal infrastructure, signage, volunteers	Dispersed camping is exploding in popularity. Work with land management partners to support it more sustainably with increased dumpsters, porta-potties, signage, etc.
151	22.44	7.46	7.34	7.64	Eastern Sierra Campground Inspection, Repair, and Replacement Project.	Multiple locations across the Eastern Sierra region	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project will inspect all Eastern Sierra campgrounds, and identify, repair and replace needed infrastructure, equipment, or other facilities to make them adequate for recreation use.
14	22.41	7.7	7.31	7.4	Trails for the Future	Inyo National Forest	All of the above	Rebuild the trails of the Inyo National Forest for present and future generations.
181	22.36	7.51	7.4	7.45	Inyo National Forest Campground Improvements	Forest Service campgrounds from Lone Pine to June Lake	Maintenance	Partnerships with the campground concessionaires should be expanded to provide for opportunities to upgrade the water systems. Many are outdated and the Forest Service alternative is to close them.
48	22.29	8.11	6.58	7.6	We Care Where You Go	Owens Valley; multiple locations	"Soft" infrastructure that is not permanent in nature.	With increasing numbers of visiting climbers to the Eastern Sierra, there is an increasing need for where people can go... to the bathroom. We propose seasonal porta potties to be installed.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
3	22.28	7.95	6.68	7.65	This is Our Home: Treat this like your home	Southern Inyo County	Outreach and Communications	A three-pronged education program to reach visitors, engage local businesses, teach local kids how to care for the environment.
157	22.02	7.45	7.05	7.52	Eastern Sierra Public Trails Inspection, Repair, and Replacement Project.	Multiple locations across the Eastern Sierra region.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project will inventory designated public trails across the Eastern Sierra and prioritize repair and maintenance as needed for each trail and related infrastructure.
143	21.71	7.07	7.33	7.31	Eastern Sierra Visitor Centers Exhibit Inspection and Review, Repair and Replacement.	Visitor Centers in Lone Pine, the Ancient Bristlecone Pine Forest, the White Mountain Ranger Station, Mammoth Lakes, and Lee Vining	Education	Visitor Center exhibits provide information and education for visitors. This project will inspect, repair, and/or replace exhibits needing rehabilitation because of wear, or to be more current.
5	21.64	7.6	6.95	7.09	Where to "Go" in the Alabama Hills	Alabama Hills; Regional	Outreach and Communications	Leverage agency partnerships to provide regular on the ground presence and establish a regionally coordinated information network (Signs, websites, apps) on etiquette, way finding and interpretation.
17	21.56	8.26	6.04	7.26	Tangle Free Waters	Inyo and Mono Counties	Stewardship and Volunteers	Reduce, remove, and recycle monofilament line through partnerships with federal, state, and local government agencies, non-profits, and businesses through stewardship and educational programs.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
137	21.41	8.03	6.04	7.34	Porta potties in popular climbing areas	Upper Owen's River Gorge, Sads	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	More porta potties in popular climbing/bouldering areas
176	21.39	7.67	6.4	7.32	Bear Education Signage on Dumpsters	Mammoth Lakes	Signage	Add signage on dumpsters that are frequently used by visitors, such as at condo units, to remind visitors to hook the latch on the dumpster to prevent bears from eating garbage
147	21.24	7.33	7.02	6.89	Trail delineation and sustainability master plan	Alabama Hills	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	In tandem with the Alabama Hills recreation plan, a complete trails survey would be beneficial, followed by sustainability focused trail improvement and creation in order to establish a network
138	21.17	7.82	5.81	7.54	Highway 395 Wildlife and Recreation Crossings	Highway 395, Long Valley	Partnerships	Plan, fund and implement wildlife and soft-surface trail crossings of hwy 395 to reduce wildlife migration mortality and traffic accidents and to enhance connectivity between Mammoth and Long Valley.
154	21.13	7.29	6.81	7.03	Eastern Sierra Developed Day Use Recreation Facility Inspection, Repair, and Replacement Project.	Multiple locations across the Eastern Sierra region.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project will inspect all Eastern Sierra developed day use recreation facilities and repair and replace as needed all infrastructure and equipment to make them adequate for recreation use.
108	21.11	6.96	7.13	7.02	Celebrating Indigenous History and Culture	Entire east side	Education	Interpretive tours of local Indigenous sites, by local Indigenous guides

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
161	21.05	7.39	6.43	7.23	Eastern Sierra Dispersed Camping Sustainability Project.	All over the Eastern Sierra region.	Improved policy and procedures	This project will review Eastern Sierra dispersed camping, and develop and implement management actions to balance dispersed camping with preservation and protection of our public lands.
54	21.04	7.56	6.43	7.05	Friends of the Inyo Trail Ambassadors	Inyo, Humboldt-Toiyabe, and nSierra NFs, in Inyo & Mono Cou	Stewardship and Volunteers	Trail Ambassadors educate users on how to recreate responsibly, provide interpretive talks, engage the public in volunteer stewardship events, do trail maintenance, and are a presence on the ground.
4	21.02	7.04	6.77	7.21	County Camp Revamp	Inyo County	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	A program to improve conditions at all Inyo County Campgrounds using tourism dollars.
112	20.98	6.98	7.09	6.91	Kids in Nature	Mammoth Lakes area	Education	Provides science and nature-based outdoor education programs to get kids outside exploring and learning about nature and how to responsibly enjoy the outdoors
150	20.98	6.89	7.11	6.98	Eastern Sierra Visitor Center and Regional Interpretive Program and Visitor Services Review, and Development and implementation of a Plan for Improvement.	Lone Pine, Ancient Bristlecone Pines Forest, White Mountain Ranger Station, Mammoth Lakes, and Lee Vining and other recreation areas.	Education	All Eastern Sierra Visitor Centers and the region need quality interpretive programs and visitor services. This project would review these current programs and develop and implement improvement plans.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
68	20.95	7.16	6.75	7.04	Inyo National Forest Campground improvements	Inyo National Forest	Maintenance	Revitalize and address maintenance issued for all forest campgrounds
142	20.74	6.25	7.23	7.26	Crowley to Lee Vining Multi-Use Bike Path	Hwy 395 corridor, Crowley to Lee Vining	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Plan and build a quality paved multi-use path along highway 395 corridor connecting Crowley, Mammoth, June Lake and Lee Vining communities, primarily for bikes, e-bikes and runners.
73	20.73	7.56	6.12	7.05	Dispersed Camping Management & Education	Mammoth Lakes Area	Maintenance	Define, limit and manage dispersed camping areas on Inyo National Forest lands around Mammoth Lakes.
144	20.69	6.24	7.25	7.2	Bike (multi-use) paths in June Lake Loop	June Lake Loop	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Many sections of Highway 158 are dangerous for pedestrians and cyclists. This proposal is to support the creation of multi-use paths between the town and Silver Lake Resort and June Lake beach.
115	20.64	6.44	6.89	7.31	New Eastern Sierra Visitor Information Center	Downtown Bishop	Visitor Centers	Convert and existing vacant building into a new, enlarged and improved information center for Eastern Sierra guests.
51	20.57	6.56	7.27	6.74	Accessible Parks	Various- Alabama Hills, Buttermilks, Happy Boulders, Owens River, Hot Springs, etc.	To be successful, this would take a little bit from most of these categories	I'd like to see formal parks developed at some of the most popular outdoor recreation destinations that would provide restrooms, trash collection, and parking, etc.
118	20.57	7.16	6.57	6.84	Twin Lakes Vista Restroom	Twin Lakes Vista	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Install a year round restroom at the Twin Lakes Vista parking area.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
169	20.53	7.05	6.64	6.84	Teen Corps for Healthy Forests	Forests surrounding Mammoth Lakes	Stewardship and Volunteers	Recruit community members (focusing on teens) to help remove dead and down trees in the forests surrounding Mammoth Lakes.
153	20.49	7.44	6.3	6.75	keep Convict Lake clean	Convict Lake	Maintenance	"Keep Convict Lake clean" would be a project in which more trash and recycling bins would be available near the lake and parking lots. Trash bins would be near transit areas.
114	20.46	7.44	6.11	6.91	Buttermilk Protection Project	Buttermilks climbing area	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	The Buttermilk Road area is heavily overused year-round. This area needs developed campsites, bathrooms, signage and protective signage.
99	20.44	7.32	6.19	6.93	Buttermilk Dispersed Camping Management	Buttermilk Country	Visitor Centers	Develop a management plan for traffic and dispersed camping impacts in the Buttermilk area.
50	20.42	7.54	6.07	6.81	Eastern Sierra Backcountry Responsibility Code	The Sherwins and Mammoth Lakes Basin	Education	This project will develop a "Backcountry Responsibility Code" to promote a local culture of safety, respect and stewardship while backcountry skiing and snowboarding in the Eastern Sierra region.
21	20.4	6.4	7.04	6.96	Eastern Sierra Rails to Trail (ESR2T)	Inyokern to Laws Museum (approx.. 120 miles)	Trail Planning	Turn the old Carson and Colorado (aka Southern Pacific) railroad grade into a trail: Eastern Sierra Rails to Trail (ESR2T)
90	20.39	6.84	6.39	7.16	Dark Sky Initiative	Inyo & Mono Counties	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Use energy saving technology to reduce light pollution in urban areas & outlying industrial facilities. The result: Stunning stargazing rare in California & restore nocturnal wildlife habitats.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
159	20.22	6.33	6.89	7	Youth Recreation and Tourism Advisory Committee	Regional	Planning and Environmental Review	Empower the region's young people with opportunities for inclusion, influence, and deliberation on local issues which affect their lives through the creation of a advisory committee.
43	20.2	6.29	7.06	6.85	Bishop Creek Trail	Bishop Creek	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Construct a multi-use hiking, biking and equestrian trail from the City of Bishop to South Lake, Lake Sabrina and North Lake which is maintained by volunteer groups.
1	20.16	6.79	6.8	6.57	Education on Responsible Multi-use: A Place for Everyone	Lone Pine; Owens River	Education	Establish targeted and incentivized education programs; provide inclusive access to recreation areas and a variety of accessible recreation opportunities.
59	20.14	5.7	7.71	6.73	Wounded Warrior Access	Inyo National Forest, Toiyabe National Forest, BLM Land	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	To provide Wounded Warrior access to all lakes and rivers that have road access.
25	20.12	6.32	6.92	6.88	West Walker River Parkway	Walker Canyon/ West Walker River	Trail Planning	This project will develop a system of trails and public access along the West Walker River aka "West Walker River Parkway" including Mtn. Gate Park, CDFW, BLM, and HTNF managed lands.
18	20.07	6.45	6.6	7.02	Bike Path - Crowley Lake to Mammoth	Crowley Lake to Mammoth Lakes	Partnerships	The Eastern Sierra needs more bike paths and a connector from Crowley Lake to Mammoth Lakes would allow community and public members to ride to and from for work and allow access that does not exist.
32	20.07	6.15	6.88	7.04	Free ESTA For All	Eastern Sierra	Budgeting	All ESTA routes will be free. Ridership will likely increase dramatically.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
42	20.07	7.69	5.79	6.59	tangle free waters	mammoth lakes	Planning and Environmental Review	sustainable use of our aquatic resources
19	20.03	6.27	6.84	6.92	Southern Mono Trail System	From Lower Rock Creek trailhead and heading north connecting all our small towns together and Whitmore Sports complex	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Looking to create a 30+ mile soft surface trail system connecting our communities together - including our trailheads, campgrounds, and parks. Non motorized.
126	20.03	6.56	6.72	6.75	Fern Creek Bridge	About a mile up Fern Creek Trail.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	The Fern Creek bridge was damaged in the Winter of 18/19. The bridge is hazardous to cross especially in spring.
130	20	6.98	5.82	7.2	Usage fees for dispersed camping	Eastern Sierra public lands	Usage fees	Managing agencies would charge a modest fee (annual or one-time permits) for dispersed camping to cover costs of sustainability measures. Would still be significantly less than developed camping.
22	19.99	7.65	6.07	6.27	PCT Volunteer Project Leaders	Pacific Crest Trail	Stewardship and Volunteers	Fund two staff positions, a Crew Leader and Assistant Crew Leader, who will co-lead volunteer trail maintenance groups on the section of PCT running through the Eastern Sierra.
156	19.97	7.04	6.32	6.61	Interpretive and Wayfinding Signs	Buttermilks, Happies and Sad Boulders	Signage	Provide signage about LNT and restoration areas; and wayfinding signs to popular boulders found in guidebooks to guide climbers and visitor to prevent trail and restoration areas.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
145	19.96	5.96	7.19	6.81	Caminata en el los lagos ; Hiking at the lake	Crowley Lake	Señalización ; Signage	Caminata alrededor del lago; Hiking around the lakes
167	19.95	6.51	6.81	6.63	Grover Hot Springs Waterfall Interpretive Trail	Grover Hot Springs State Park, Markleeville, CA	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	The ATA, in cooperation with H-T NF Carson Ranger District and CA State Parks, wishes to develop a safe and inviting interpretive trail for the waterfalls above Grover Hot Springs in Markleeville, CA.
9	19.91	6.32	6.9	6.69	Paddle Trail Access for All on Lower Owens River Project	Lower Owens River	Programming	With a focus on making the Lower Owens River physically accessible. This project recommends three approaches looking at policy revisions, programming, and partnership.
146	19.91	6.3	6.7	6.91	Eastern Sierra Visitor Center Facility and Grounds Inspection, Repair, and Replacement Project	Lone Pine, Ancient Bristlecone Pines Forest, White Mountain Ranger Station, Mammoth Lakes, and Lee Vining.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project will inspect all Eastern Sierra Visitor Center facilities, including interior and exterior infrastructure and grounds, and repair and replace structures, grounds, or equipment as needed.
49	19.9	6.17	7.33	6.4	Horseshoe Lake ADA Picnic Area	Horseshoe Lake	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Modifying the existing asphalt auxiliary parking area by the bathrooms and start of Horseshoe Lake Loop Trail to permeable surface, ADA accessible, shaded picnic table pods.
98	19.9	6.15	6.84	6.91	Mammoth Loop Trail Repairs	Town of Mammoth Lakes	Maintenance	The loop trail bike/pedestrian path needs help.
45	19.88	8.02	5.11	6.75	South Fork Bishop Creek fire prevention/	South fork Bishop Creek	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Wonderful, fragile meadow near the Table Mountain Group camping area needs protection. Vehicles have created a path

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
					meadow protection			to drive off-road into a small meadow. Fire pits have created.
170	19.88	6.05	6.87	6.96	Eastern Grand Bikeway	Paralleling the east side of the Sierra Nevada potentially from Lone Pine to Bridgeport and beyond.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	A regional bikeway comprised of both paved MUP and dirt single or double track trail connecting east side communities. System to be built in segments aiming for complete connection.
105	19.75	6.02	7.09	6.64	Owens River Gorge for All	Owens River Gorge	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Collaborate with LADWP to improve the unofficial trail in the ORG and make it accessible to all users.
168	19.75	6.95	6.05	6.75	Noise and light pollution in the wilderness.	Eastern Sierra	Education	Research and education initiative to include noise and light pollution in Leave No Trace principles. Educate campers and backcountry users of the impacts of noise and light pollution on wildlife.
79	19.72	7.22	5.43	7.07	ACTUAL BEAR PROOF DUMPSTERS	Mono County	wildlife management	upgrade all public trash and recycling facilities to actual bear proof containers. The carabiner is out of date technology. Example: Yosemite National Park
155	19.7	6.39	6.8	6.51	Eastern Sierra US 395 Scenic Byway Kiosk Inspection, Repair, and Replacement Project.	Multiple, developed existing locations along and directly adjacent to US Highway 395 in the Eastern Sierra.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project seeks to repair and enhance the aging US Highway 395 Scenic Byway Kiosks through a program of inventory, prioritized repair, and meaningful enhancement where opportunities are available.
12	19.63	5.69	6.98	6.96	East Side Community Trails	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Create a signature hardened surface trail in/around each community. The trails would be available for locals, visitors, and events/competitions.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
173	19.61	5.76	7.37	6.48	Accessible Entry Points to Water	Mono Lake, Navy Beach	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Establish wheelchair access to the water at Mono Lake for people with disabilities.
139	19.57	6.68	6.38	6.51	Sherwins Meadow and Mammoth Creek Trails Restoration Project	Sherwins Meadow, Mammoth Creek corridor	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Reroute, rehab, restore and designate network of sustainable soft-surface system trails and build new connectors to enhance access and mitigate impacts to soils, vegetation, wildlife and archeology.
113	19.54	6.98	6.08	6.48	Science-Based Conservation Conversations	Mammoth Lakes area	Planning and Environmental Review	This project will provide a facilitated forum to address issues in planning for sustainable recreation with minimal environmental impacts
69	19.52	6.8	6.32	6.4	Bishop Creek Recreation Area	Bishop Creek drainage	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	A wholesale look at the Bishop Creek drainage as a recreation area
125	19.52	5.98	6.62	6.92	Eastern Sierra Regional Trail	Highway 395 Communities	Trail Planning	Revisit the Eastern Sierra Regional Trail Concept proposed from Topaz to Bishop
37	19.52	6.68	6.14	6.7	ESSRP Education Programs & Collections	Each public library branch within the region	Education	An annual grant to create/maintain/promote books, videos, online resources, etc that relate to "sustainable recreation"
66	19.48	5.73	6.84	6.91	Bishop to Laws	Bishop	Trail Planning	Create a paved pathway from the Visitor Center (with wayfinding) to Laws Railroad Museum.
102	19.47	7.46	5.3	6.71	TANGLE FREE WATERS	MAMMOTH/MONO COUNTY	Stewardship and Volunteers	TO KEEP OUR AQUATIC RESOURCES CLEAN, PRISTINE, FREE OF FISHING LINE HOOKS LEAD SINKERS THAT BUILDUP

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
								YEARLY IN THE WATERS AND SURROUNDING HABITAT CAUSING IMPACTS TO PEOPLE AND WILDLIFE.
2	19.45	6.92	6.04	6.49	Alabama Hills Stewardship Ranger Program	Alabama Hills	Stewardship and Volunteers	Using restoration destination tourism projects to pay for staff and facilities that can engage with visitors.
141	19.45	6.21	6.5	6.74	Bodie Hills Mountain Bike Trails	Bodie Hills	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Build well-designed network of sustainable soft-surface nonmotorized singletrack trails to provide quality access to wildlands and opportunities for nonmotorized recreation.
57	19.33	5.93	6.8	6.6	Bishop to Tablelands	Pleasant Valley	Planning and Environmental Review	This project would complete a full bike path from the City of Bishop to the Chalk Bluff Road, giving access to the Tablelands from town.
53	19.31	7.04	5.58	6.69	Kiosk trailhead ohv Information	Winter/summer trailheads mono/Inyo co	Education	Provide trail map information to winter/summer ohv enthusiasts, include a code of responsibility to protect the area's natural, cultural, social resources and maintain sustainability of the region
24	19.25	5.31	6.88	7.06	Connected Communities	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Every Main Street, school, park, campground, and neighborhood should have free public connections to extensive multi-use trail systems with connections between communities and transit services.
172	19.2	5.4	7.31	6.49	Providing Access to People of All Abilities	Regionwide	Planning and Environmental Review	Develop planning tools and a community based advisory committee to standardize the inclusion of accessibility in planning and decision-making for recreation related projects.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
58	19.19	6.24	6.65	6.3	Markleeville Creek Restoration Project and Heritage Park restrooms, access, and signage	Markleeville, CA	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Construct new public restrooms, parking, accessible trails, viewing platform, and interpretive signage at a 5 acre site along Markleeville Creek as part of a major stream restoration project.
35	19.17	7.19	5.9	6.08	Access Trail to Mammoth Rock	Mammoth	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	There is now an informal trail to the rock which is a mess. The project will build/restore the trail to the rock.
7	19.17	6.76	5.78	6.63	Rebuilding The Tower of Babel; Solving all the World's Problems	Eastern Sierra	Outreach and Communications	This project will identify ways to provide information, useful to locals, but targeted to visitors on stewardship and recreating sustainably.
77	19.15	6.5	6.15	6.5	Trailhead information kiosks	Inyo National Forest/Bishop BLM management area	Education	Update all trailhead information kiosks
133	19.15	7.2	5.22	6.73	Community Clean Ups	Lakes Basin in Mammoth	Maintenance	We try and get the community to come together and walk around different portions of Mammoth and clean up the trash and litter they see.
124	19.11	5.69	6.62	6.8	Mono-Yosemite-Conway Trail System	Conway Summit, Mono Basin, Tioga Pass	Trail Planning	A trail system which links Conway Summit, Virginia Lakes turnoff, Conway Ranch, Matley Ranch, the Mono Basin, Mono Lake, Yosemite NP, and the Community of Lee Vining
47	19.09	6.64	6.14	6.31	Coldwater Campground/Trail head Improvement	Mammoth Lakes Basin/Coldwater Campground & Trailhead	Fixing and improving existing bathrooms, roads, trails, and other infrastructure	Redesign the Coldwater campground and trailhead to re-route the access road so that vehicles don't loop through the campground. Repair roads, install vault toilets, and clean up the mine site.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
27	18.99	5.3	6.82	6.87	Eastern Sierra Class 1 Bike Trail	Mono Lake to Olancha (or further)	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Construct a paved class 1 bike trail through Owens Valley and the Eastern Sierra.
106	18.93	7.16	5.4	6.37	Scheelite Canyon Stewardship	Scheelite Canyon (AKA Pratt's Crack Canyon), Pine Creek	Maintenance	Staging area improvements for popular climbing areas in Scheelite Canyon, Pine Creek.
122	18.92	6.08	6.3	6.54	Recreation Road System	Eastern Sierra	Road Planning, Maintenance and repair	Recreational roads in our area lack an organized system of planning, repair and maintenance.
33	18.91	7.35	5.33	6.23	AQUATIC ECOSYSTEMS	MAMMOTH LAKES	Outreach and Communications	RETURN THE MAMMOTH LAKES AQUATIC ECOSYSTEMS TO THEIR PRISTINE CONDITION & MAINTAIN THEM WITH OUR COMMERCIAL USE OF THEM.
177	18.91	5.96	6.38	6.57	Alpine County Gateway Project	Alpine County (Markleeville)	Programming	Create an Alpine County gateway experience that includes an interactive Visitor Center, satellite information booths, and education strategies that attract, educate, and engage visitors.
52	18.87	6.66	5.53	6.68	Defining Sustainable: Where is the tipping point?	Entire Region	Planning and Environmental Review	As we work together to build additional recreational opportunities in the Eastern Sierra, a first step should be to define sustainable at various scales and locations in the region.
75	18.84	7.05	5.37	6.42	Forest Stewards & Trash Management	Lakes Basin Sites + Dispersed Camping Areas	Management; Enforcement; Forest Protection	Problem: "Camp Hosts" seem unable to address issues in developed camp grounds plus dispersed camping is destroying our forests as there is no management or oversight for those areas.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
36	18.81	5.34	6.9	6.57	Eastern Sierra Valley Rail Trails Network	Mono/Inyo Counties	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Connect Benton to Owens Lake and all communities inbetween with rail trails designed to encourage activity, learning and escape
96	18.79	5.44	7.16	6.19	Inclusive fishing	Mammoth Creek - TOML	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Add accessible paths and "platforms" that creates accessible means for all individual who desire to experience fishing that opportunity.
162	18.67	5.63	6.43	6.61	Community Connection Path	Crowley to Mammoth	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	This project would involve creating a path that goes in-between Crowley and Mammoth. This path allows people to travel on a bike or by foot between the two towns.
78	18.63	6.52	5.95	6.16	Interpretive campground programming	Developed campgrounds in Mammoth Lakes and June Lake	Education	Interpretive "rangers" who would visit new campers and walk through the campgrounds at night teaching about bears, food storage, fire extinguishing and other information related to their visit.
20	18.6	6.29	5.87	6.44	Improve Trailhead Parking	Inyo/Mono County	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Improve parking areas at trailheads by either adding parking spaces, signs that indicate when parking is full, or having staff enforce parking.
38	18.52	6.13	6.09	6.3	Recreational Road Repair	Forest and Blm lands in the Eastern Sierra	Maintenance	Roads used for recreation on National Forest and Bureau of Land Management Land are often damaged by storms. Repair often takes a very long time.
132	18.49	6.78	5.16	6.55	Trailhead fees/donations to support maintenance	Eastern Sierra trailheads	Maintenance	Institute a system of either trailhead fees or donations to support maintenance. Fees via annual pass (free for low-income)

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
								or "iron rangers" at trailheads. Donations via iron rangers.
11	18.43	5.66	6.26	6.51	Bring it back: Eastern Sierra Passenger Rail.	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	From LA to Mammoth, at least, restart passenger rail service..
15	18.29	6.5	5.65	6.14	buttermilks campground	Greater Buttermilk Area	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Dry campground next to the buttermilk climbing areas
91	18.25	7.07	5.38	5.8	East Fork Loop Trail	East Fork Rock Creek Canyon	Trail Planning	Reroute current "locals" trail up the south side of Rock Creek to protect sensitive wetland fens
83	18.22	5.67	6.44	6.11	Resource Center for DEI Access Programs	Mammoth Lakes or Bishop	almost all of the above	Resource Center for DEI Access Programs
72	18.21	6.72	4.93	6.56	Large recycling /trash container	June Mountain parking lot	Anti litter /recycling	We need a LARGE recycling and trash container
84	18.18	6.61	5.33	6.24	Bear Box Signage	Mammoth Lakes Basin	Education	Place clear signage on bear boxes at popular trail heads to educate visitors on their proper use (i.e. they are not trash bins).
119	18.17	6.55	5.38	6.24	Public dumpster at the Twin Lakes Vista	Twin Lakes Vista	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Provide a dumpster for the public to utilize at the Twin Lakes Vista.
60	18.15	5.81	6.29	6.05	Alpine County Wayfinding Project	Alpine County	Signage	Implementation of highway monument signs, kiosks, and trailhead signage. Kiosks are intended to better direct the public to

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
								recreation opportunities and public services.
158	18.14	6.3	4.98	6.86	Inventory and Description of all Eastern Sierra Fire-Related Resources and Creation of Clearinghouse for Information.	All over the Eastern Sierra region.	Partnerships	This project would review and summarize all Eastern Sierra fire-related resources, including all public government agencies and all volunteer fire districts and fire safe councils in the region.
180	18.06	5.89	6.04	6.13	Sherwins Trailhead	Sherwins Trailhead (Propane Tanks, Borrow Pit)	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Develop the existing parking area into a functional trailhead.
81	18.04	6.37	5.67	6	Give a Hoot	Mono & Inyo Counties	Education	Woodsy Owl & Woolly Mammoth lead program to care for the Great Outdoors, i.e., etiquette, resources, and maintenance. Kids rewarded with badges. Adults rewarded with local gift certs/deals.
89	17.95	6.53	5.49	5.93	Mono Pass/Mono Creek trail maintenance	Mono Pass/Mono Recesses	Maintenance	This trail is in terrible condition from the pass west down along the front of the Mono Recesses.
94	17.92	5.6	6.23	6.09	Doe Ridge Trail System	Do Ridge - extending from Whitmore Park	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Add up to 30 mile of hiking, running, & biking loop trails out of Whitmore Park
104	17.91	6.62	5.53	5.76	McLeod Lake Loop Trail	McLeod Lake	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Provide better signage for the loop around McLeod Lake

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
29	17.84	5.48	6.19	6.17	ESTA Death Valley Line	Death Valley National Park	New Bus Line	once daily bus line from Lone Pine to Pahrump
55	17.74	6.3	5.4	6.04	Protect Quiet Vehicle Camping in the Inyo National Forest	All motorized campgrounds in Inyo National Forest	Regulation for Resource and Visitor Protection	Regulatory actions by the Inyo Forest Supervisor to minimize generator use in motorized campgrounds
56	17.7	5.93	5.95	5.82	Equestrian Camping	Inyo/Mono/Alpine	Permits and Agreements	Developed Equestrian camping, with corrals and hookups at current permitted facilities
160	17.67	5.88	5.72	6.07	Eastern Sierra Motorized Recreation Improvement Project.	All over the Eastern Sierra region.	Partnerships	This project is a review of Eastern Sierra motorized recreation (from street-legal to ATV/OHV use) designed to maintain diverse recreational experiences while sustaining public lands.
46	17.54	5.5	6.18	5.86	Monitor Pass mountain bike trail	Monitor pass environs	Trail Planning	Establish a trail system for mountain biking from monitor pass west and south toward highway 4
13	17.48	5.52	6.18	5.78	Regional Multi-Use Equestrian Access Development	Regional	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	More hiking and horse trails along the Owens river with adequate trail heads with parking for truck and trailers, and corals and hitch rails
67	17.48	7.18	4.56	5.74	Mammoth Lakes Basin	Mammoth	Improved resource management	Close off the Mammoth Lakes Basin to summer vehicle traffic and offer shuttles.
63	17.47	6.58	4.91	5.98	Online education permitting	Internet	Education	Mandatory education to acquire fire permits, dispersed camping permits or wilderness permits.
120	17.45	6.53	4.56	6.36	More solar power in Mammoth Lakes	TOML	New Bathrooms, Buildings, Roads, Trails or	Install more solar panels in the Town of Mammoth Lakes to power all of the

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
							other "Hard Infrastructure"	community buildings and street lights. Offer a stipend or rebate to homeowners in Mammoth wanting to go solar.
117	17.44	5.05	6.79	5.6	From the Corral to the Trail: Engaging Marginalized Young Adults in Pack Stations	Inyo County, Mono County	Stewardship and Volunteers	We propose to engage indigenous and young adults of color to work as paid Interns with selected Eastern Sierra pack stations to learn traditional packing skills, on the trail and in the corral.
41	17.42	6.63	4.85	5.94	EASTERN SIERRAS SHOWS CA HOW TO EFFECTIVE REDUCTION OF WASTE	Bishop, a colab with Bishop Area Climbers Coalition and related organizations with conservation programs	Partnerships	Adding to proj. ID 11 & 37. Promotion through education and new law, of waste reduction (reduce single use plastic). Also a cooperative store for the purchase of goods in bulk and without packaging.
111	17.4	5.02	6.38	6	Bike Riding Mentoring	Alpine County	Education	Experienced cyclists will mentor Project Uplift students to teach bike riding skills, safety, taking care of a bicycle and riding in Alpine County.
148	17.4	5.18	6.07	6.15	Early-spring access to higher elevations	Eastern Sierra roads leading to high elevations	Trail Planning	Proposal to work with various road managing agencies (County, Caltrans, Forest Service) to enable earlier spring access to higher elevations for early-spring snow-based recreational activities.
34	17.35	5.1	6.02	6.23	Community Bike Park and multi use facility.	1st Shady rest/ 2nd Volcom Park/3rd Sherwin Meadows	Multifaceted - infrastructure, Education, programming	Bike Park MUF see ~ https://www.truckeebikepark.org/

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
183	17.27	5.39	6.12	5.76	Equestrian Camping	Trailheads on the Inyo National Forest from Lone Pine through to Lee Vining and Tioga Pass. BLM lands also have highly desirable areas that would provide outstanding horse camping opportunities, as well as other public lands on the East Side.	Stewardship and Volunteers	There should be a network of equestrian campgrounds at trailheads from Lone Pine to Tioga Pass. There are very few equestrian facilities for visitors wanting to take day rides or pack trips.
65	17.22	6.12	5.5	5.6	Digital stewardship	Eastern Sierra	Outreach and Communications	Use of 360 degree video on numerous digital platforms and social media to educate visitors and users on ideal camping locations
92	17.19	5.31	5.88	6	Whitmore Multipurpose Recreation Staging Area	Whitmore Park - Mono County	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Installation of a year round winterized restroom and a paved parking lot to allow for year-round use - limits mud and allows for snow removal.
127	17.1	5.64	5.51	5.95	Down Canyon Trail	Fern Lake Trailhead to Village	Planning and Environmental Review	The Down Canyon Trail Project has been an on going effort from JLTC and the community to connect the Down Canyon Neighborhoods to the village via existing user trails.
152	17.08	5.35	5.98	5.75	Outdoor Awareness	Mammoth Mountain or Other appropriate website	Education	Getting people outdoors means giving them information on where, why, and how

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
64	17.07	6.61	4.53	5.93	Enforcement of Laws and regulations.	Fishing habitats	Staffing	A community or local enforcement agency that helps uphold the rules and regulations of our fisheries.
8	17	5.71	5.54	5.75	Eastern Sierra Equestrian Opportunity Expansion – We're not horsin' around	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Identify areas and opportunities for responsible equestrian use, including educational materials and mulit-use etiquette information.
62	16.98	5.23	5.7	6.05	Recreational Road Coordination	Regionwide	Signage	Funds for helping public agencies and user groups coordinate, plan and sign recreational road systems.
16	16.97	5.23	5.7	6.04	Banking on Biking	All of the Eastern Sierra, especially Mammoth Lakes	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Build more trails open to mountain bikes.
71	16.87	5.29	5.65	5.93	Ride, Stay, and Explore Markleeville	Markleeville	Outreach and Communications	Destination-based bike travel is so-named because it requires a basecamp location that is a destination in and of itself. The style of riding can be road or mountain bike or, increasingly, gravel.
164	16.87	6.04	5.21	5.62	Zero-Waste Grocery Store	Mammoth Lakes	Hard infrastructure	A zero-waste grocery store would focus on waste prevention that encourages the redesign of resource life cycles so that all products are reused. This store would send no trash to landfills.
10	16.81	5.07	5.96	5.78	Water to Water Train Trail	Eastern Sierra	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Rails to trails along Southern Pacific Carson Colorado from Keller, for cyclists and other users.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
86	16.8	6.12	4.93	5.75	Off Road vehicle rules	All public lands	Planning and Environmental Review	Introduce speed limit for ATV's and other motorized off-road vehicles and limit their use to dedicated roadways.
182	16.79	4.87	5.86	6.06	Modernize Town Bus Bike Racks	Town buses and trolleys	Public Transportation	Modernize bike racks on the town buses to accommodate changing bicycle trend of larger wheels on mountain bikes.
175	16.6	5.18	5.79	5.63	Geothermal Spa Network	Regional	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Develop a modern network of geothermal spas across the region. Make them architecturally pleasing so that they're a desirable amenity. Provide a release mechanism for the over run natural hot springs.
174	16.43	5.47	5.69	5.27	Padooa Park - Turning golf courses into green space	Mammoth Lakes	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Turn Sierra Star golf course into the crown jewel of public green space, with walking trails, dog area, some grass areas and minimal amenities.
163	16.27	5.62	4.98	5.67	Fun bins	All Eastern Sierra	Stewardship and Volunteers	My project is for Eastern Sierra residents and. tourist decorate a trash can that can be put around town, trails, and lakes to keep the trash in the trash cans and not all over town.
121	16.26	4.3	6.05	5.91	Community Snow Skills and Terrain Park	TOML	New winter recreation opportunities	Create a town-run or nonprofit run snow skills and terrain park in the Town of Mammoth Lakes.
107	16.01	4.8	5.45	5.76	Just Cause It's Easy Doesn't Mean It's Easy	Key trailheads (North Lake, Meysan Lake, etc.)	Education	Certain popular, "entry level" alpine climbs get a disproportionate SAR response. This project would install preventative signage at the trailheads for those climbs.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
39	15.88	6.16	4.02	5.7	Businesses pick up your trash!	Corporate Starbucks	Maintenance	Town Code Enforcement person needs to make more businesses responsible for securing and picking up trash generated by themselves and/or their customers.
82	15.81	5.46	4.56	5.79	EV Charge Station	Markleeville	Enhancing the statewide goal of encouraging zero emission vehicles	Markleeville is the hub of Alpine County with lodging, restaurants, government buildings and short term rentals. Yet there is not an electric vehicle (EV) charge station in Markleeville.
140	15.8	5.02	5.46	5.32	OHV Singletrack	Mammoth to June area	Trail Planning	Link existing short segments of OHV singletrack into a signed trail network to support legal trail usage and enhanced recreation experiences for dirt bike users (and e-bikes and mtn bikes).
171	15.78	4.62	5.7	5.46	East Side Community Boulders	Potentially any community on the east side, in parks, next to trails, or any appropriate public land.	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Placement of natural or artificial bouldering features in parks, near trails, picnic spots, other public recreation spots.
28	15.76	6.23	4.45	5.08	Trailhead Road Car Bans	Whitney Portal, Onion Valley, Bishop Creek, Big Pine Creek, June Lake Loop	Change in regulations	Ban private automobiles during the summer on most parts of 5 roads, similar to Reds Meadow, and replace with shuttles.
103	15.68	5.73	4.45	5.5	Lakes Basin Parking Permit	Mammoth Lakes Basin	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Require and sell for a nominal fee a parking pass for the lakes basin area.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
131	15.65	4.31	5.22	6.12	Access Apartments	238 Sierra Manor Road, Mammoth Lakes, CA	Housing	Access Apartments is a 100% affordable multifamily apartment project currently in pre-development stages. The project will have 11 one-bedroom apartments and 5 garages for local households.
123	15.63	4	5.7	5.93	Skate June	Gull Lake Park or June Lake Ball Field	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Skate June is the construction of a well built, medium sized, cement skate park with progressive flow and a variety of features suitable for all ages and all abilities in a recreational zoned area.
149	15.53	4.54	5.57	5.42	Develop Winter Camping Options in Northern Counties	Higher elevation counties like Mono County	Partnerships	Winter camping is becoming very popular, but is very limited in northern counties. Proposal is to create a task force to investigate and implement winter camping options, particularly near ski areas.
61	15.5	4.7	5.12	5.68	National Scenic Byway designation of SR 89 - Monitor Pass	Antelope Valley to Tahoe Basin	Outreach and Communications	Exploration of a new National Scenic Byway designation for State Route 89 from US 395 at Topaz Junction to the Lake Tahoe Basin.
128	15.47	4.52	5.4	5.55	Whitewater boating take-out at Mt. Gate Park	Mountain Gate Park	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	The W. Walker River is swift at Mt. Gate Park when the river is at boatable levels, with no really safe take-out spot. Project idea is to create an eddy which can be used for safe and easy exit.
135	15.36	5.75	4.18	5.43	Law work	Eastern Sierras	Legal	I would like to petition the state and/or local government to make harsher laws when regarding the protection of our area.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
26	15.14	4.64	5.4	5.1	Gondola to Reds Meadow	Mammoth Mountain to Reds Meadow	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Install gondola as primary access to the Devil's Postpile Area.
70	15.13	5.65	3.74	5.74	Recycling	The industrial Park	Planning and Environmental Review	I would like to see a redemption center.
95	15.13	3.9	5.4	5.83	Whitmore Sports Field Complex	Whitmore Park	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Add multiple sports fields to allow TOML & Mono County to become a destination for field sports tournaments and training (Soccer, baseball, other).
116	15.09	5.62	4.27	5.2	The Easter Sierra Permit	Mammoth Lakes	Permits and Agreements	Similar to a fishing license or permit, people would have to take an online course, adaptable to COVID times, in order to receive an Eastern Sierra Permit.
179	14.77	4.56	5.21	5	Doe Ridge Trails	Doe Ridge	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Develop trails in the area known as Doe Ridge.
109	14.76	5.06	4.41	5.29	End of the one economic base.	Eastern Sierra, Ridgecrest to Walker, Kernville	Planning and Environmental Review	Address the traditional 3 elements ,The Community,the Environment and the Economy when any of the sectors falter the others will follow. We are in the straits of this relationship currently.
76	14.73	4.46	4.95	5.32	Mammoth Lakes Dog Park	Mammoth Lakes	Dog park.	A gated place for dog owners to take their dog(s) off leash that is legal within the town of Mammoth Lakes.
100	14.52	4.19	5.07	5.26	MMBP = Mammoth	Mammoth Lakes, CA	New Bathrooms, Buildings, Roads, Trails or	My idea is to create a new set of trail systems made for advance riders who are looking for a challenge and to create an

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
					Mountain Biking Project		other "Hard Infrastructure"	area where riders can work on skills to take to the trails.
80	14.51	4.58	4.98	4.95	Drive By Information	Lone Pine	Outreach and Communications	Utilizing the free wifi in Lone Pine, ping phones coming through asking their final destination and then providing them with the website for that location
93	14.51	4.36	5	5.15	Whitmore Dog Park - Picnic/Playground	Whitmore Park - Mono County	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Expand/share space used by dog agility for a fenced dog park. Add shelter area for picnic area. Add playground amenity. Integrated items add value to a family centric recreational experience.
44	14.42	5.3	3.85	5.27	Public dumpster at Mammoth Lakes Post office	Post office , Mammoth Lakes main st	Trash disposal.	Public dumpster unlocked located at 3330 main st Mammoth Lakes.
97	14.36	4.31	5.07	4.98	Shady Rest Winter Staging Area	Shady Rest Park - TOML	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Expanded parking along current park road with "bulb out" at end to allow for truck and trailer turning movements to exit the staging area. Add set of winterized restrooms.
85	14.09	3.3	5.18	5.61	Eastern Sierra Outdoor Event Center - Big Benefits and Economic Drivers	Mammoth Lakes	Programming	Build a natural outdoor venue such as Red Rocks Amphitheatre (CO), Gorge Amphitheatre is (WA), Harveys Arena (CA) For concerts and other community events.
23	13.9	4.2	4.9	4.8	Pump Track Project	Mammoth Lakes	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	I would like to propose the construction of a skateboard/bicycle/scooter pump track in Mammoth Lakes a la the Pacific Highlands Ranch Pump Track in San Diego or Woodward Park City.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
136	13.71	4.05	5.15	4.51	Public Access Trail to USFS Sherwin Meadows Area from Tamarack Street	Southeasterly terminus of Tamarack Street	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Refer to the Informational Board (in the immediately following related email) about public access at the end of Tamarack St across the private Plum Family properties to the Sherwin Meadows.
166	13.56	3.88	4.8	4.88	Open Monitor Pass Year-Round	Highway 89 from the Highway 4/89 junction in Alpine County to the Highway 89/395 junction in Mono County.	Permits and Agreements	Keep Monitor Pass open year-round by providing funding to any agencies that may need it, including, if necessary, funding to study the feasibility of the project.
101	13.45	3.95	5	4.5	Trail Difficulty Signage	Inyo/Mono County	Signage	Construct signs at trailheads providing info on the trail's difficulty to follow and complete.
87	13.41	4.35	4.27	4.79	Single track revival (reclaiming our eastside trails)	all of Mono county open to motorized recreational use	New Bathrooms, Buildings, Roads, Trails or other "Hard Infrastructure"	Single track revival is all about reclaiming forest routes on the Inyo for responsible motorcycle use. Local multi-use trails have become blown out by UTV visitors, over use, and are hazardous.
110	13.41	3.58	4.9	4.93	Heated Skate Park & Pool	Shady Rest Park	Partnerships	Work with Ormat, USGS and USFS to build a Geothermal heated pool and skate park near the test well along Saw Mill road. I have talked to USGS and they seem to think it is feasible.
88	13.07	3.88	5.02	4.17	The Sierra Encounter	Eastern Sierra Territory	Education	Online Scavenger-Hunt type Challenge guiding tourists to unique locations in the Sierras. Earn points, track visits on a virtual passport. Interesting visitor information for each location.

ESSRP Projects 1 to 183 - Stakeholder "Desirability" Scoring – Sorted by Composite Score

ID	Comp/Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
74	12.51	3.76	4.61	4.14	wôkNnature - Slow mindful walks in nature	Mammoth Lakes	Programming	Slow, guided, mindful walks in nature. Allowing you to slow down and connect with nature and your self in a unique way!
178	12.35	4	4.31	4.04	Grading	Mammoth to June Lake parallel to 395	Maintenance	Level out some of the whoops.
165	11.26	3.33	4.19	3.74	Mammoth Creek Park Manzanita Maze	Mammoth Creek Park	Trail Planning	On the a MUF LAND cut a maze in the manzanita. The land is so overgrown with bushes it is unusable. If people start to play there, the neighbors will get used to the activity. BINGO
134	11.13	3.11	3.93	4.09	Snowmobiling expansion	Mammoth lakes	Trail Planning	Here in the Mammoth area we have huge snowmobiling potential. We have miles of groomed trail and many unique places to explore. I believe that this potential is highly under utilized.
40	8.86	3.06	3.02	2.78	Find Your Own Adventure	Mono County	enforcement	Force people to be responsible for themselves in planning for and engaging in their particular form of adventure by defunding the offices of tourism and/or converting their mission.
30	8.41	2.75	2.98	2.68	Hitchhiking Promotional Campaign	Eastern Sierra	Signage	Campaign (billboards, signage etc.) to encourage hitchhiking and picking up hitchhikers.
31	8.26	3.04	2.16	3.06	Toll 395, 55mph speed limit, carpool lane conversion	395	Signage	Place toll booths along 395, and reduce the speed limit to 55mph to discourage driving, make center lane carpool only.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 9, 2021

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-16, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing Application for, and Receipt of, the State of California Regional Planning Action Planning (REAP) Grant Program Funds," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Currently Planning Department staff is working on a vacant lands inventory and zoning and General Plan review of properties located throughout the County. This information will be used identify land that might be appropriate for zone and General Plan designation changes to promote affordable housing opportunities primarily by increasing the allowable residential density. This work is being funded by a Senate Bill 2 grant that is directed at planning assistance that helps to achieve affordable housing.

The State has also made funding available through a Regional Early Action Planning Grant (REAP) that is focused at accelerating housing production. These grants are also to address regional planning for housing.

Staff is proposing that the County apply for the REAP funding to 1) share with the City of Bishop as a regional partner in housing issues and 2) to enhance the County's Environmental Impact Report being prepared for the SB2 grant project to include a regional Vehicle Miles Traveled study and goals and programs report. The total grant award is \$121,517. The City of Bishop's allocation would be \$54,682.80 and the County's \$66,834.20. The County's is higher due to it being the designated administrator of the grant funding.

The purpose of the VMT feasibility study for the County will be to qualitatively determine baseline per capita VMT conditions across the County using an evaluation rubric that may consider, but would not be limited to: vacant land availability; 5D VMT elasticities (density; design, destination access; distance to transit; and diversity of housing stock); and active transportation options. The result of the feasibility study would be VMT reduction strategies/goals aimed at promoting the State's mandates on equitable housing solutions and environmental justice, mitigating/ reducing greenhouse gas emissions, and promoting housing opportunities across the socioeconomic spectrum. The County would undertake a public outreach campaign during development of the feasibility study to garner community input as well as receive guidance from the Planning Commission and Board of Supervisors. The VMT goals and programs would help the County better identify areas where increased housing density is most appropriate especially with regard to transportation opportunities, and areas that are not as well suited due to VMT constraints.

The County will partner with and sub-allocate REAP funding to the City of Bishop to enhance work they are already engaged in, also under SB 2 grant funding. This work focuses on the City's almost completely constrained access to land for housing projects. The City is proposing to use the REAP allocation to increase the scope and quality of the required CEQA needed to adopt the Specific Plan and Mixed Use Overlay ordinance. In particular, the funding will be used to increase public input, prepare VMT studies as required, and prepare the CEQA document. This will facilitate the CEQA streamlining under Section 15168(c) and (d) if projects are consistent and considered later activities under the program. Preparation of the CEQA document will also facilitate the opportunity for projects to utilize Public Resources Code Section 21159.24, which allows urban infill residential development that meets certain criteria to be exempt from CEQA. The City would facilitate the Statutory Infill Housing Exemption by providing updated community level environmental review, as defined by Public Resources Code Section 21159.20, for properties designated for residential development by the General Plan. In addition, the City may utilize the SB 226 CEQA streamlining provisions that went into effect January 1, 2013.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

California Department of Housing and Community Development and the City of Bishop.

FINANCING:

If the grant proposal is approved by the California Department of Housing and Community Development (HCD) the County and City will enter into a Memorandum of Understanding for the County to manage the grant and allocate the City's share of funding.

All project activities approved for in the grant will be paid for by the REAP grant funds.

ATTACHMENTS:

1. DRAFT Resolution
2. 2020-REAP Application

APPROVALS:

Cathreen Richards	Created/Initiated - 1/25/2021
Darcy Ellis	Approved - 1/25/2021
Amy Shepherd	Approved - 1/27/2021
Marshall Rudolph	Approved - 1/27/2021
Cathreen Richards	Final Approval - 1/28/2021

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE APPLICATION FOR AND RECEIPT OF THE STATE OF CALIFORNIA REGIONAL EARLY ACTION PLANNING GRANT PROGRAM FUNDS

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice and Opportunity for Funding Allocation Application (NOFA) on February 18, 2020 (Local Government Planning Support Grants Program); and

WHEREAS, the Department is authorized to provide up to \$125,000,000 under the Local Government Planning Support Grants Program (LGPSGP) to Councils of Governments and other Regional Entities (“Applicant”) (as described in Health and Safety Code section 50515.02); and

WHEREAS, Inyo County is partnering with the City of Bishop as a Regional Entity eligible to apply for an allocation pursuant to Health and Safety Code section 50515.02(a) to develop and accelerate the implementation of the requirements contained in the Council of Governments or Regional Entity’s application pursuant to Health and Safety Code section 50515.02(d)(1) including the development of an education and outreach strategy related to the sixth cycle regional housing need allocation; and

WHEREAS, the Department shall approve the allocation request, subject to the terms and conditions of Eligibility, NOFA, which includes the guidelines and program requirements, and the Standard Agreement by and between the Department and Local Government Planning Support Grant Recipients.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The County of Inyo is hereby authorized pursuant to Health and Safety Code section 50515.02(a) and directs the County Planning Director to request an allocation pursuant to the Department’s calculation in accordance with the population estimates consistent with the methodology described in subdivision (a) of Section 50515.03. Each council of governments or other regional entity may, in consultation with the Department and consistent with program requirements, determine the appropriate use of funds or suballocations within its boundaries to appropriately address its unique housing and planning priorities.
2. The County Planning Director is authorized to execute the Allocation Application, on behalf of the County of Inyo as required by the Department for receipt of LGPSGP funds by submitting the following information:
 - (a) An allocation budget for the funds provided pursuant to this section.
 - (b) The amounts retained by the council of governments, regional entity, or county, and any suballocations to jurisdictions.
 - (c) An explanation of how proposed uses will increase housing planning and facilitate local housing production.
 - (d) Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a strategy for increasing adoption of these practices at the regional level, where viable.
 - (e) An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.
3. When the County of Inyo receives its allocation of LGPSP funds in the authorized maximum amount of \$ 121,517 from the Department pursuant to the above referenced Allocation

Application, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.02(e), as approved by the Department and in accordance with all LGPSP requirements, NOFA guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant the County of Inyo and the Department.

4. The County Planning Director is authorized to enter into, execute and deliver a State of California Standard Agreement for the maximum amount of \$121,517 and any and all other documents required or deemed necessary or appropriate to evidence and secure the LGPSP allocation, the County of Inyo's obligations related thereto and all amendments the Department deems necessary and in accordance with LGPSGP.

PASSED AND ADOPTED on this ____ day of _____ 2021, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant

Regional Early Action Planning Grant Application (REAP)



**State of California
Governor Gavin Newsom**

**Lourdes Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Doug R. McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/reap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

April 16, 2020

REAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the Regional Early Action Planning Grants (REAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05, specifically section 50515.02 governing allocations to councils of governments and other regional entities. The REAP program grant recipients shall use each allocation to increase housing planning and accelerate housing production, including preparing, adopting, and implementing plans that streamline housing approvals, facilitate compliance with the sixth cycle Regional Housing Needs Allocation (RHNA), activities, infrastructure planning and financing that will accelerate housing production. Please refer to the REAP Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or REAP, email EarlyActionPlanning@hcd.ca.gov.

If approved for funding, the REAP application shall be incorporated as part of the Grantee' Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section M of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive (applicants may also email a copy of the application to EarlyActionPlanning@hcd.ca.gov) to the Department postmarked by January 31, 2021 with the following:

- A complete, signed, original application.
- A fully executed resolution authorizing application for, and receipt of, REAP funds (template available as a download on REAP webpage).
- A fully executed Government Agency Taxpayer ID Form (available as a download on REAP webpage).
- Invoice for grant amount (template available as a download on REAP webpage).
- Any applicable supporting documentation (e.g., scope of work, project timelines, etc.).

Pursuant to Section M of the REAP 2020 NOFA, the application package must be postmarked on or before January 31, 2021, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
Regional Early Action Grant Program/REAP
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant										
Applicant's Agency Type										
Applicant's Mailing Address										
City										
State	California		Zip Code							
County (if applicable)										
Website										
Authorized Representative Name										
Authorized Representative Title										
Phone			Fax							
Email										
Contact Person Name										
Contact Person Title										
Phone			Fax							
Email										
25% Grant Amount (if applicable)		\$								
Remaining Request		\$								
Total Grant Amount		\$								
<i>Is a fully executed resolution included with the application package?</i>							Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<i>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</i>							Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<i>Completed all forms as applicable in the application section A – D?</i>							Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<i>Is an invoice included requesting the grant amount?</i>							Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

As the official designated by the governing body (authorizing representative above and in resolution), I hereby certify that if approved by HCD for funding through REAP, that I assume the responsibilities specified in the NOFA and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: _____

Date: _____ Title: _____

B. Legislative Information

Please include an documentation with the following information: Federal Congressional District, State Assembly District, and State Senate District with district numbers and legislators name. Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>. *If you submitted an 25% application, please skip this section.*

Sections C & D are required pursuant to Health and Safety Code Section 50515.02(d)(1) in order to receive a REAP allocation. Please include reference to the following application requirements that would be funded through this request:

Required Activity 1 - Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a strategy for increasing adoption of these practices at the regional level, where viable.

Required Activity 2 - An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.

Please select:

- Eligible Activity 3 - Developing an improved methodology for the distribution of the sixth cycle RHNA.
- Eligible Activity 4 - Suballocating moneys directly and equitably to jurisdictions or other subregional entities in the form of grants for planning that will accelerate housing production in ways that align with state planning priorities, housing, transportation, equity, and climate goals.
- Eligible Activity 5 - Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, or other actions to accelerate additional housing production. If proposing to use other actions, please describe in project description.
- Eligible Activity 6 - Covering the costs of administering this grants program.

D. An Explanation of How Proposed Uses Will Increase Housing Planning and Facilitate and Accelerate Local Housing Production

Provide an explanation of the required/eligible activities in the following sections.

Required Activity 1 – Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a strategy for increasing adoption of these practices at the regional level, where viable.

*Provide a description of the activity and ensure the narrative speaks to the **Project Timeline and Budget for Required Activity 1 on the next page.***

Project Timeline and Budget for Required Activity 1 - Identification of current best practices at the regional and statewide level that promote sufficient supply of housing affordable to all income levels, and a strategy for increasing adoption of these practices at the regional level, where viable.

Task	Est. Cost ²	Begin	End ³	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

² If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

³ End dates must be before November 1, 2023.

Required Activity 2 - An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.

*Provide a description of the activity and ensure the narrative speaks to the **Project Timeline and Budget for Required Activity 2 on the next page.***

Project Timeline and Budget for Required Activity 2 - An education and outreach strategy to inform local agencies of the need and benefits of taking early action related to the sixth cycle regional housing need allocation.

Task	Est. Cost ⁴	Begin	End ⁵	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

⁴ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.
⁵ End dates must be before November 1, 2023.

Eligible Activity 3 - Developing an improved methodology for the distribution of the sixth cycle RHNA.

*Provide a description of the activity using the method outlined below, and ensure the narrative speaks to the **Project Timeline and Budget for Eligibility Activity 3 on the next page.***

- a) Summary of the activity and how it furthers RHNA objectives (see Attachment A) in subdivision (d) of Government Code Section 65584 its nexus to developing an improved methodology for the distribution of the sixth-cycle Regional Housing Need Assessment.*
- b) Impact of facilitating compliance and how it is accelerating production.*
- c) Brief description of the tasks, sub-tasks and timing.*
- d) Summary of the plans to implement.*

Please be succinct. Additional space is provided on the following pages if needed.

Project Timeline and Budget for Eligible Activity 3 - Developing an improved methodology for the distribution of the sixth cycle RHNA.

Task	Est. Cost ⁶	Begin	End ⁷	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

⁶ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

⁷ End dates must be before November 1, 2023.

Eligible Activity 3 - Developing an improved methodology for the distribution of the sixth cycle regional housing need assessment to further the objectives.

Fill out the following chart and use additional space if needed for Eligible Activity 3. Pursuant to H&S Code Section 50515.02 (d) (C), applicants shall provide an explanation of how proposed uses will improve methodology for the distribution of the sixth cycle RHNA to further the objectives. Please attach documentation as necessary.

RHNA objectives ⁸	Proposed Performance Indicator	5 th Cycle (baseline) ⁹	Target outcomes ¹⁰	Notes
Increasing supply equitably across the region.				
Promoting infill and socioeconomic equity while encouraging environmental protection and efficient development patterns. ¹¹				
Improved jobs-housing balance. ¹²				
Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category.				
Affirmatively furthering fair housing.		N/A		

⁸ See Attachment A.

⁹ Current average conditions in the region.

¹⁰ Expected conditions in the region because of the planning grant actions.

¹¹ New language for 6th cycle.

¹² New Low-wage jobs/affordable units' piece is new to 6th cycle.

Additional space (optional)

*Use this page to provide an additional explanation if needed of how proposed uses will improve methodology for the distribution of the sixth cycle RHNA to further the **Eligible Activity 3**.*

Eligible Activity 4 - Suballocating moneys to jurisdictions or other subregional entities to support planning to accelerate housing production in ways which align with state planning priorities, housing, transportation, equity, and climate goals.

*Provide a description of the activity using the method outlined below, and ensure the narrative speaks to **Project Timeline and Budget for Eligibility Activity 4 on the next page.***

- a) Summary of the suballocation process and implementation of equitable distribution.*
- b) Description of recipients and program delivery (e.g., timing, over the counter, competitive).*
- c) Description of eligible suballocation uses for planning (See Gov Code Section 50515.02(f)).*
- d) Explanation of how the suballocation will be used to accommodate housing and infrastructure to accelerate housing production.*
- e) Demonstration of alignment with state planning priorities, housing, transportation, equity and climate goals.*
- f) Brief description of the tasks, sub-tasks and timing.*
- g) Summary of the plans to facilitate completion or implementation.*

Please be succinct. Additional space is provided on the following pages if needed.

Project Timeline and Budget for Eligible Activity 4 - Suballocating moneys to jurisdictions or other subregional entities

Task	Est. Cost ¹³	Begin	End ¹⁴	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

¹³ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

¹⁴ End dates must be before November 1, 2023.

Eligible Activity 4 - Suballocating moneys directly and equitably to jurisdictions or other subregional entities in the form of grant or contractual agreements to be used in accordance with Health and Safety Code section 50515.02(f)

Fill out the following chart and use additional space if needed for Eligible Activity 4. Pursuant to H&S Code Section 50515.02 (d) (C), applicants shall demonstrate a nexus to suballocation goals. Please attach documentation as necessary.

Suballocation Goals	Proposed Performance Indicator	Baseline¹⁵	Target outcomes¹⁶	Notes
Suballocating moneys directly and equitably.				
Planning that will accommodate the development of housing and infrastructure.				
State planning priorities, housing, transportation, equity, and climate goals.				
Affirmatively furthering fair housing. ¹⁷				

¹⁵ Current average conditions in the region.

¹⁶ Expected conditions in the region because of the planning grant actions.

¹⁷ See Best Practices on the REAP webpage for examples.

Additional space (optional)

*Use this page to provide an additional explanation if needed of how proposed uses will increase housing planning and facilitate local housing production for **Eligible Activity 4**.*

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Project Description for Eligible Activity 5 - Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

*Provide a description of the activity using the method outlined below, and ensure the narrative speaks to **Project Timeline and Budget for Eligibility Activity 5 on the next page.***

- a) Summary of the activity.*
- b) Description of what is being provided.*
- c) Demonstration of uses for planning and zoning documents, expedited permit processing and other actions.*
- d) Explanation of impact on how activity will increase housing planning and facilitate local housing production.*
- e) Description of the tasks, sub-tasks and timing.*

Please be succinct. Additional space is provided on the following pages if needed.

Project Timeline and Budget for Eligible Activity 5 – Technical Assistance and other actions

Task	Est. Cost ¹⁸	Begin	End ¹⁹	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

¹⁸ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

¹⁹ End dates must be before November 1, 2023.

Eligible Activity 5 - Technical assistance, planning, temporary staffing or other necessary actions to accelerate housing production

Fill out the following chart and use additional space if needed for Eligible Activity 5. Pursuant to H&S Code Section 50515.02 (d) (C), applicants shall provide an explanation of how proposed uses will increase housing planning and facilitate local housing production. Please attach documentation as necessary.

Proposed Activity²⁰	Proposed Performance Indicator	Baseline²¹	Target outcomes²²	Notes
<p>Public engagement: Develop engagement and educational strategies to build support from stakeholders that encourage promoting affordable housing.</p>				
<p>Consulting: Establish consulting benches on regional priorities such as SCS implementations, housing elements, ADUs, CEQA, infrastructure, etc.</p>				
<p>Tools: Create tools that encourage the development of a variety of housing types and facilitate accelerating housing production</p>				
<p>Collaboration: Facilitate regional and sub-regional collaboration to develop regional activities such as peer-to-peer learning collaboratives.</p>				
<p>Other: Regional activities that support the facilitation of accelerating housing production for local governments.</p>				

²⁰ See Best Practices document on the REAP Webpage for examples.

²¹ Current average conditions in the region.

²² Expected conditions in the region because of the planning grant actions.

Additional space (optional)

*Use this page to provide an additional explanation if needed of how proposed uses will increase housing planning and facilitate local housing production for **Eligible Activity 5**.*

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide an additional explanation as instructed in the text above.

Project Description for Eligible Activity 6 - Covering the costs of administering this grants program.

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Project Timeline and Budget for Eligibility Activity 6 on the next page.***

a) Summary of activities covering the costs of administering the program.

Please be succinct. Additional space is provided on the following pages if needed.

Project Timeline and Budget for Eligible Activity 6 – Costs of administrating any programs (no more than 5% of the total grant amount)

Task	Est. Cost ²³	Begin	End ²⁴	Deliverable
Total Project Cost \$				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

²³ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

²⁴ End dates must be before November 1, 2023.

Attachment A: RHNA Objectives Health & Safety Code 65584(d)

(d) The regional housing needs allocation plan shall further all the following objectives:

(1) Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low income households.

(2) Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.

(3) Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.

(4) Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.

(5) Affirmatively furthering fair housing.

(e) For purposes of this section, "affirmatively furthering fair housing" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: February 9, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – February 11, 2020

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for February 11, 2021.

SUMMARY/JUSTIFICATION:

At its next meeting, the OVGA will consider two potential action items. The Conflict of Interest Code needs to be updated to reflect the current Board makeup and representatives. The OVGA will be provided an update on the Stakeholder Outreach Process and may consider an amendment to the 2020-21 OVGA advertising budget to cover costs of bulk mail for portions of the basin where remote meetings are not feasible. OVGA staff will report on current finances and activities by the Owens Lake Groundwater Working Group. The majority of the meeting will be dedicated to the consultant presentations on components of the Groundwater Sustainability Plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD

FINANCING:

N/A

ATTACHMENTS:

1. Draft OVGA Agenda 02.11.21

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand

Created/Initiated - 1/28/2021
Approved - 2/1/2021
Approved - 2/1/2021

Marshall Rudolph
Amy Shepherd
Aaron Steinwand

Approved - 2/1/2021
Approved - 2/1/2021
Final Approval - 2/1/2021

Owens Valley Groundwater Authority

February 11, 2021 2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the December 10, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
 - b. Owens Lake update
7. Stakeholder engagement report and possible consideration of amendment to OVGA 2020-21 budget.
8. Approval of revisions to the Conflict of Interest Code
9. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
10. Discussion regarding future agenda items and set next OVGA meeting.

11. Adjourn.

Join the February, 2021 OVGA webinar:

DRAFT



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Clint Quilter

SUBJECT: Second Amendment of Built to Suit Lease Agreement

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the Build to Suit Lease Agreement between the County of Inyo and Wolverine/Inyo LLC, a Texas limited liability company, for the real property described as the Inyo County Consolidated Office Building, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County and Wolverine/Inyo LLC are working diligently to bring the Consolidated Office Building to completion. As this project approaches the finish line, staff is recommending an amendment to the lease to expedite and smooth the County's move into the building, for Wolverine/Inyo LLC to stipulate that they have been no tenant delays or Force Majeure events or that and such delays are waived, and for the County to waive any rights it may have had to Liquidated Damages related to failure by landlord to achieve substantial completion by the target date.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no additional Financial Impact for approving this amendment

ATTACHMENTS:

1. Second Amendment to Wolverine Lease

APPROVALS:

Darcy Ellis

Created/Initiated - 2/3/2021

Clint Quilter
Sue Dishion
Marshall Rudolph
Amy Shepherd
Clint Quilter

Approved - 2/3/2021
Approved - 2/3/2021
Approved - 2/4/2021
Approved - 2/4/2021
Final Approval - 2/4/2021

SECOND AMENDMENT TO BUILD TO SUIT LEASE AGREEMENT

This Second Amendment to Build to Suit Lease Agreement (this "Second Amendment") is dated and effective as of February 9, 2021 and between the County of Inyo, California (the "County") and Wolverine/Inyo LLC, a Texas limited liability company, (the "Company").

The County and the Company are parties to the Build to Suit Lease Agreement dated as of January 18, 2019, as amended by the First Amendment to Build to Suit Lease Agreement as of December 24, 2019, (jointly, the "Lease"), to document the build to suit lease arrangement between the Company and the County. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings given in the Lease.

The parties agree to amend the Lease as follows:

1. Meetings. A new Section 1.G. is hereby added to the Lease as follows:

"G. Commencing January 1, 2021, Tenant, its contractors and representatives shall have access to the Building and the right to attend all scheduled construction meetings to coordinate and facilitate the installation of Tenant's fixtures, equipment and similar improvements."

2. Early Access. A new Section 1.H. is hereby added to the Lease as follows:

"H. Landlord sealed the Building envelope by January 1, 2021. Commencing January 1, 2021, Tenant may commence its move-in process and install ancillary electrical and data cabling (consistent with Tenant's existing rights to perform Tenant Work and Early Work, as described in Exhibit C-1, which are not lessened by this Section H). Landlord will leave the ceiling grid open to facilitate the work of Tenant's subcontractors and avoid damage to new ceiling tiles."

3. Continued Access. A new Section 1.I. is hereby added to the Lease as follows:

"I. Commencing February 1, 2021, Tenant may continue its move-in process. Landlord will (1) remain on-site and (2) cooperate with Tenant to accommodate any last-minute change orders. The term "move-in process" shall include not only Tenant Work and Early Work, as described in Exhibit C-1, but also any and all additional steps that Tenant may wish to take in preparation for occupying the Leased Premises, including but not limited to moving all furniture (e.g., desks, chairs tables, file cabinets, and bookcases), decorations, files, and office supplies into the Leased Premises, provided that Tenant's move-in activities do not impede Landlord's ability to achieve Substantial Completion."

4. Lease Commencement Date. Paragraph III.A. of the Lease is hereby deleted and replaced with the following:

"A. Commencement. The "Lease Commencement Date" shall be the thirtieth (30th) calendar day following the date that Substantial Completion of Landlord's Work as a whole occurs, with the understanding that in lieu of a temporary certificate of occupancy (TCO), Landlord may obtain a letter from the City of Bishop that is the functional equivalent of a TCO. The amount of Tenant's monthly share of Basic Annual Rent for that initial month shall be pro-rated accordingly to reflect the portion of that month remaining after the Lease Commencement Date."

5. Effect of Delay. In consideration of the other provisions of this Second Amendment, Subsection (2) of Section III(B) of Exhibit C-1 (entitled "Effect of Delay") is hereby deleted and replaced with the following:

"(2) If for any reason other than Tenant Delays, Landlord has not delivered the Leased Premises to Tenant by the date that is thirty-two (32) months following the Effective Date of the Lease, Tenant shall have the right to terminate the Lease upon thirty (30) days' written notice to Landlord; provided, however, Landlord may nullify such notice by delivering the Leased Premises to Tenant prior to the expiration of the 30-day notice period."

6. Miscellaneous. Landlord stipulates that as of the date of this Second Amendment, there have been no Tenant Delays or Force Majeure events or that any such delays or events are waived. Tenant agrees to waive any rights it may have had to Liquidated Damages related to any failure by Landlord to achieve Substantial Completion by the Target Date and the parties agree that in no event shall the Lease Commencement Date be the date of Substantial Completion of Landlord's Work.

7. Counterparts. This Second Amendment may be executed in multiple counterparts which shall constitute one instrument.

8. Modification. This Second Amendment cannot be modified except by a written instrument signed by the party against whom enforcement is sought.

9. Conflict. In the event of a conflict between the terms of the Lease and this Second Amendment, this Second Amendment shall control.

10. Effect. Except as expressly provided by this Second Amendment, the Lease shall continue in full force and effect.

THE COUNTY OF INYO, CALIFORNIA

by: _____

name: _____

title: _____

WOLVERINE/INYO LLC,
a Texas limited liability company

by: Wayne C. Lamb
Wayne C. Lamb, Manager



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 9, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of January 26, 2021.

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.

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 - 2/4/2021
Final Approval - 2/4/2021



County of Inyo



Health & Human Services

TIMED ITEMS - NO ACTION REQUIRED

MEETING: February 9, 2021

FROM: Meaghan McCamman

SUBJECT: Presentation from Inland Empire Health Plan

RECOMMENDED ACTION:

Request Board receive presentation from Inland Empire Health Plan on the possibility of partnering with Inyo County to provide Medi-Cal Managed Care Services for Inyo County Medi-Cal beneficiaries.

SUMMARY/JUSTIFICATION:

At the January 5, 2021 Board Meeting HHS staff gave a presentation on the upcoming procurement of new Medi-Cal managed care plans through the state Department of Health Care Services. Inyo County HHS is exploring a relationship with Inland Empire Health Plan, and requests the Board receive a presentation from Inland Empire Health Plan CEO and/or staff.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to pursue a relationship with Inland Empire Health Plan. This would likely result in the state issuing an RFP for new Medi-Cal managed care plans to serve Inyo County residents, and selecting a health plan or plans for the County.

OTHER AGENCY INVOLVEMENT:

Inland Empire Health Plan, Department of Health Care Services

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Meaghan McCamman
Darcy Ellis
Marilyn Mann

Created/Initiated - 1/15/2021
Approved - 1/15/2021
Approved - 1/19/2021

Melissa Best-Baker
Marshall Rudolph
Meaghan McCamman

Approved - 1/19/2021
Approved - 1/19/2021
Final Approval - 1/20/2021

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **623411**
 Receipt Number: **2660157**
 Geographical Code: **1400**
 Copies Mailed Date: **January 19, 2021**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **GREEN, MICHELE LYN**
 Name of Business: **LONE STAR BISTRO**
 Location of Business: **107 N MAIN ST
 LONE PINE, CA 93545**
 County: **INYO**
 Is Premises inside city limits? **Yes**
 Mailing Address:(If different from premises address) **PO BOX 120
 LONE PINE, CA 93545**
 Type of license(s): **41**
 Transferor's license/name:

RECEIVED
FEB 04 2021
 Inyo County Administrator
 Clerk of the Board

Census Tract: **0008.00**

Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P ORI		Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STATE FINGERPRINTS	NA	2	01/19/21	\$78.00
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	01/19/21	\$905.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	01/19/21	\$48.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	01/19/21	\$455.00
Total					\$1,486.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: January 19, 2021

Applicant Name(s)

GREEN, MICHELE LYN