

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

May 12, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(c))** – decision whether to initiate litigation (one case).
6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1))** – *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
8. **PUBLIC COMMENT**

AGRICULTURAL COMMISSIONER

9. Request Board appoint Todd Lembke of the Bishop Chamber of Commerce, to the Agriculture Resource Advisory Board, representing the Chamber of Commerce category, to serve the remainder of the existing term ending August 22, 2015, and a new three year term ending August 22, 2018. *(The Chamber of Commerce membership is nominated by the Chambers of Commerce and confirmed by your Board.)*
10. Request Board award the bid to and approve the purchase from Pemberton Fabricators, Inc., as the only bidder, of two Liquid Petroleum Gas (LPG) Prover Testing Systems Trailer Mounted in an amount not to exceed \$67,463.
11. Request authorization to use the weight truck for the Mule Pulling Contest, Sunday, May 24, 2015, during the Mule Days events at the Tri-County Fairgrounds.

CLERK-RECORDER

12. Request approval of the Contract between the County of Inyo and Dominion Voting Systems for the provision of election related services, support and software for the period of July 1, 2015 through June 31, 2016, in an amount not to exceed \$20,000, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

13. **Social Services** – Request approval of the Contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed \$125,000, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.
14. **Behavioral Health Services** – Request approval of Amendment No. One to the Contract between the County of Inyo and Country Villa Merced Behavioral Health (for residential placement for adults in a locked facility) to increase the daily rate for a Mental Health Rehabilitation Center/IMD (AB 360 rate) from \$173.61 to \$179.68 and to add payment of an additional patch rate of \$200 per day for authorized on-on-one services; and authorize the Chairperson to sign.

PUBLIC WORKS

15. Request approval a resolution accepting the improvements for the Bishop-Sunland Landfill Truck Scale Project; and authorize the recording of a Notice of Completion for the Project.

ROAD DEPARTMENT

16. Request approval of the 2014/2015 Federal Apportionment Exchange Program and State Match Program Agreement with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,00 for a total amount of \$773,353; and authorize the Chairperson to sign.

SHERIFF

17. Request Board declare Seimens Industry, Inc., a sole-source provider of fire and safety equipment maintenance services and approve the Contract between the County of Inyo and Seimens Industry, Inc., for the provision of maintenance of fire and safety equipment for the period of July 1, 2015 through June 30, 2018, in an amount not to exceed \$68,652, contingent upon the Board's adoption of future Budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

WATER DEPARTMENT

18. Request Board declare Stanislaus Farm Supply a sole-source supplier of herbicide and diluent and approve the purchase of 200 gallons of Garlon Ultra herbicide and 600 gallons of improved JLB Oil Plus, with dye, from Stanislaus Farm Supply in an amount not to exceed \$26,298, including tax, for the control of saltcedar.

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

19. **WATER DEPARTMENT** – Request Board accept an update on the Integrated Regional Water Management Plan, and review and approve Proposal Evaluation and Submittal Process Plan for Proposition 84 Round 3 Implementation Grants.
20. **COUNTY ADMINISTRATOR – Library** – Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for the Library Specialist position exists, as certified by the Library Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one APAR Library Specialist I, at Range 46A (\$13.1575 per hour).
21. **PUBLIC WORKS** – Request Board award and approve the Contract for the American Legion Hall Re-Roofing Project to Garcia Roofing, Inc., in the amount of \$58,355, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained and authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code, and other applicable law.
22. **PUBLIC WORKS** – Request A) approval of the Plans and Specifications for the Lone Pine Substation Resurfacing Project and authorize the Public Works Director to advertise for bids for the Project; B) authorize the Public Works Director to award and approve the Contract for the project if the bids are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and C) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code, and other applicable law.
23. **PUBLIC WORKS** – Request Board prioritize Active Transportation Program (ATP) projects and direct staff to submit an application for the top ranked projects and authorize the Public Works Department and County Counsel's office to enter into any agreements necessary to implement the project.
24. **PUBLIC WORKS** – Request Board review the list of projects included in the regional Transportation Plan and provide feedback to staff on whether or not any additional projects should be considered.
25. **AGRICULTURAL COMMISSIONER** – Request Board conduct a workshop regarding the updated device registration fees beginning January 1, 2106.
26. **PLANNING** – Request Board conduct a workshop regarding options for regulating or prohibiting medical marijuana cultivation and/or dispensary, collective or cooperative operation in unincorporated Inyo County, including zoning regulations and other regulations.
27. **CLERK OF THE BOARD** – Request approval of the minutes of the April 21, 2015 Meeting of the Board of Supervisors in Tecopa.

TIMED ITEMS (Items will not be considered before scheduled time)

CORRESPONDENCE - ACTION

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

28. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
29. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

30. ***OLANCHA COMMUNITY SERVICES DISTRICT-OLANCHA CARTAGO FIRE DEPARTMENT*** – April 30, 2015 letter regarding Fire Chiefs support for the current Ambulance system.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

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

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Appointment of one (1) Member to the Agriculture Resource Advisory Board

DEPARTMENTAL RECOMMENDATION:

We are requesting that your Board accept the appointment of one Board Member to the Agriculture Resource Advisory Board, Todd Lembke, to represent the Bishop Chamber of Commerce to serve a one-year term.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Todd Lembke would like to be considered for an appointment for a one-year term representing Bishop Chamber of Commerce. This is a one-year rotating term between area Chamber of Commerce Groups.

As per resolution 2006-28 the Agriculture Resource Advisory Board shall consist of seven (7) voting members. This Board supports Mr. Todd Lembke in his request of appointment. His knowledge and commitment will be an asset to the Agriculture Resource Advisory Board.

ALTERNATIVES:

Your Board could choose not to reappoint this person to fill this term thus leaving the Agriculture Resource Advisory Board with this vacancy.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No fiscal impact is expected from this action.

APPROVALS

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

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



Date: 4-27-15

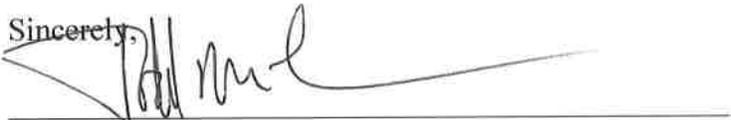
April 22, 2015

Inyo County
Patricia Gunsolley, Assistant Board Clerk
PO Drawer N
Independence, CA 93526

Dear Pat Gunsolley,

I would like to request being appointed to the Agriculture Resource Advisory Board representing the Bishop Area Chamber of Commerce. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for appointment. May this letter serve as a request of the Board of Supervisors to appoint me to this position.

Sincerely,



Todd M Lembke
Representative of the Bishop Area Chamber of Commerce
690 N. Main Street
Bishop, CA 93514



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

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

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Approval of BID for (2) Liquid Petroleum Gas (LPG) Prover Testing Systems Trailer Mounted

DEPARTMENTAL RECOMMENDATION:

That your Board A) award a bid to Pemberton Fabricators Inc. in Rancocas NJ, as the only bidder for the purchase of two (2) Liquid Petroleum Gas (LPG) Prover Testing Systems Trailer Mounted not to exceed \$67,463 (Budget Unit 023300 Agriculture Department, Object Code Equipment 5650

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Weights & Measures division of the County Agricultural Commissioner's Office has been contracting with the State of California to conduct accuracy testing in our jurisdiction on vapor meter dispensers at the rate of approximately \$10,000 per year. Purchasing this equipment will allow our county inspectors to conduct this type of testing in-house. This equipment should have a service life of at least 25 years, which at current rates will provide a cost savings of at least \$182,000 over that period. Testing in-house should also allow staff to inspect vapor meter dispensers more frequently (currently dispensers are on a three-year cycle) which will help to more thoroughly protect area consumers and businesses.

If nearby counties require assistance due to lack of equipment or equipment out for repair, there may be opportunities to rent our equipment and personnel expertise to conduct inspections.

ALTERNATIVES:

Not approve this purchase, however, that is not recommended as we will continue to incur charges of at least \$10,000 annually to meet the most minimum compliance standards through a contracted three-year cycle of inspection.

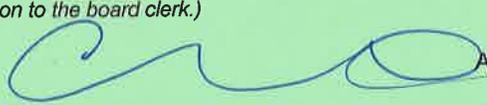
OTHER AGENCY INVOLVEMENT:

Mono County will reimburse 50% of the cost of this equipment through our annual billing.

FINANCING:

There are sufficient funds in Agriculture Budget Unit 023300, Object Code 5650 to cover this expense.

APPROVALS

| | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/7/2015</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

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



Date: 4-21-15

COUNTY OF INYO (760) 878-0293
MATERIAL OR SERVICES

BILLING: INYO COUNTY WEIGHTS AND MEASURES DEPARTMENT
207 WEST SOUTH STREET
BISHOP, CA 93514

SHIPPING 218 WYE ROAD
BISHOP, CA 93514

RETURN BIDS TO: INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
224 N. EDWARDS STREET
P.O. BOX N
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, April 15, 2015 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers May be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Ranococas, NJ (CITY & STATE)

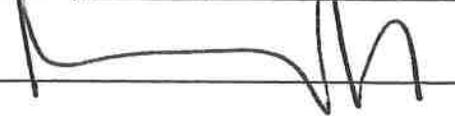
April 2, 2015

CASH DISCOUNT TERMS N/A

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Pemberton Fabricators Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Robert M. Murnane Jr.

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 30 Indel Ave.

CITY AND STATE Ranococas, NJ 08073

PHONE NUMBER 609-267-0922

FAX NUMBER 609-261-2546

Specifications for Bid/Quote for:

Liquid Petroleum Gas (LPG) testing system, trailer mounted, fully equipped to both accept LPG gas for measurement and return gas to dispenser including pump and all associated plumbing installed, with the following features:

- (1) 100 US Gallon wet bottom Stainless Steel LPG Prover, to deliver 100 US Gallons at 60F and 100 PSI.
 - Calibrated, NIST traceable
 - Type 304 stainless steel prover construction
 - Built to NIST handbook 105-4 standards and constructed in accordance with ASME VIII Division 1 pressure vessel code, with ASME data plate
 - Scale plate to include both cubic inch and gallon measurements, with a cubic inch resolution of 10 cubic inches or finer, and a gallon resolution of .05 gallons or finer, and a range of at least 4% of nominal prover volume
 - Bottom zero indication
 - Manufacturer data plate that includes:
 - Serial number
 - Nominal volume
 - Reference temperature and pressure for calibrated volume
 - Cubical coefficient of thermal expansion
 - Drain time after flow cessation
- (1) 25 US Gallon wet bottom Stainless Steel LPG Prover, to deliver 25 US Gallons at 60F and 100 PSI.
 - Calibrated, NIST traceable
 - Type 304 stainless steel prover construction
 - Scale plate to include both cubic inch and gallon measurements, with a cubic inch resolution of 2 cubic inches or finer, and a gallon resolution of .01 gallons or finer, and a range of at least 4% of nominal prover volume
 - Bottom zero indication
 - Manufacturer data plate that includes:
 - Serial number
 - Nominal volume
 - Reference temperature and pressure for calibrated volume
 - Cubical coefficient of thermal expansion
 - Drain time after flow cessation
- 2 Level indicators for each prover mounted 90 degrees apart
- 2 thermometer wells (one for each prover)
- 2 analog pressure gauges (one for each prover) reading 0 to 300 PSI and with a resolution of 1 PSI, NIST traceable calibration
- 2 pressure relief valves (one for each prover) calibrated at 250 PSI.
- 6 Catastrophic failure valves (3 for each prover) to protect against at pressure failure of hose, pipe, or fittings.

- Hose reels and hose at least 30' in length
- All valves steel with Teflon seals rated for LPG service
- Pumping system to include turbine pump, explosion proof,
- Spring rewind electrical reel for power to reach at least 50 feet
- Spring rewind grounding reel to reach at least 50 feet
- Trailer to include:
 - Painted white with fuel resistant powder coat paint
 - Diamond plate deck
 - Electric brakes
 - Full size spare tire
 - 2 inch ball type coupler
 - Safety chains
 - Breakaway switch
 - LED lighting
 - 3500 lbs. capacity electric jacks for leveling
 - Storage enclosure, at least 30 cubic feet in capacity, weatherproof
 - Total length not to exceed 14 feet
- Shipping to 218 Wye Road, Bishop, CA

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED

| | |
|-----------------|---------------------|
| Subtotal | <u>59,549.00</u> |
| Sales Tax (8%) | <u>N/A</u> |
| Shipping Charge | <u>3150.00</u> |
| Total | \$ <u>62,699.00</u> |

This Bid was received on 4-9 of 15 at 2:44pm.
 ATTEST: Kevin D. Gerardo
 County Administrative Officer and Clerk of the Board
 Inyo County, California
 By: Patricia Sursally
 Assistant

Indicate any exception to the bid:

Bid prices will remain valid and in effect through May 15, 2015

Delivery will be made in 140 days after receipt of order.

SERAPHIN[®]

30 Indel Avenue, Rancocas, NJ 08073
t. 609-267-0922 f. 609-261-2546

Quote Prepared For

INYO COUNTY WEIGHTS AND MEAS

DEPT. OF WEIGHTS AND MEASURES
218 WYE ROAD
BISHOP, CA 93514
USA

Phone 760-873-7860
Fax 760-872-1610

SERAPHIN MOBILE LIQUID PETROLEUM TRAILER SYSTEM

INYO COUNTY WEIGHTS AND MEASURES

OVERVIEW:

- (1) LPG MOBILE CALIBRATION TRAILER WITH COMMERCIAL METERS USED FOR LPG SERVICE
- SYSTEM IS DESIGNED TO PUMP FRC INSTALLED ON THE TRAILER VIA THE INLET PUMP, RETURN THE LPG PRODUCT BACK TO THE TRAILER
- THE CALIBRATION TRAILER IS A FULL AND ASME SECTION VIII DIV. 1 PRESSURE VESSEL. REQUIREMENTS ARE AN ADEQUATE TO 110VAC/20AMP POWER FOR THE PUMPS AND PROVE.

PROVER SPECIFICATIONS:

- (1) 100 US GALLON SERIES "K" (WET BOTTOM) LPG PROVER
- (1) 25 US GALLON SERIES "K" (WET BOTTOM) LPG PROVER

O NOMINAL CAPACITY:

- TO DELIVER 100 US GALLONS (USG) AT 60°F & 100-PSI
- TO DELIVER 25 US GALLONS (USG) AT 60°F & 100-PSI

O CALIBRATION:

- BY LABORATORY TRACEABLE TO NIST (NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY)
- INCLUDES COMPLETE PRESSURE & TEMPERATURE CORRECTION TABLES

O BUILT TO NIST HANDBOOK 105-4, STANDARDS FOR LPG AND ANHYDROUS AMMONIA VOLUMETRIC PROVING (2010), AND CONSTRUCTED IN ACCORDANCE WITH ASME SECTION VIII DIV. 1 PRESSURE VESSEL CODE

QUOTE

Number SERQ1084

Date Apr 2, 2015

Your Sales Rep

Ronald Gibson



609-267-0922 ext 117

rgibson@seraphinusa.com

Spoke w/ Ron Gibson
Price Quote valid through
July, 2015

OMH 4/17/15

2015

ID

RS
NAME

5-4

1 TO

O REGISTERED WITH NATIONAL BOARD OF BOILER & PRESSURE VESSEL INSPECTORS (ANSI ORGANIZATION)

O MATERIAL:

- TYPE 304 STAINLESS STEEL

O ASME DATA PLATE INCLUDING::

- NATIONAL BOARD REGISTRATION NUMBER
- NATIONAL BOARD STAMP
- "U" STAMP
- MINIMUM & MAXIMUM DESIGN METAL TEMPERATURE (MDMT)
- MAXIMUM ALLOWABLE WORKING PRESSURE (MAWP)

O MANUFACTURES DATA PLATE INCLUDING:

- NOMINAL VOLUME
- MANUFACTURER NAME & ADDRESS
- MATERIAL ID
- MATERIAL THICKNESS
- SERIAL NUMBER
- CUBICAL COEFFICIENT OF THERMAL EXPANSION
- DRAIN TIME AFTER MAIN FLOW CESSATION

O UPPER NECK ALUMINUM SCALE PLATES INCLUDE:

- SERIAL NUMBER
- NOMINAL VOLUME
- REFERENCE TEMPERATURE AND PRESSURE FOR CALIBRATED VOLUME
- EXPLANATION OF GRADUATIONS
- 100 USG SCALE:

- +/- 470 IN3 WITH 10 IN3 RESOLUTION ON LEFT SCALE PLATE
- +/- 2 USG WITH 0.05 USG RESOLUTION ON RIGHT SCALE PLATE
- 25 USG SCALE:
 - +/- 116 IN3 WITH 2 IN3 RESOLUTION ON LEFT SCALE PLATE
 - +/- 0.5 USG WITH 0.01 USG RESOLUTION ON RIGHT SCALE PLATE
- O LOWER NECK ALUMINUM SCALE PLATES INCLUDE:
 - BOTTOM "ZERO" INDICATION
- O (4) 1-1/4" FULL-PORT APOLLO BALL-VALVES RATED FOR LPG SERVICE
 - STEEL WITH TEFLON® SEALS & CHROME PLATED BALL SURFACE
 - USED TO CONTROL FILLING AND DRAINING OF PROVERS
- O (2) 1-1/4" FULL-PORT APOLLO BALL-VALVES RATED FOR LPG SERVICE
 - BRONZE WITH TEFLON® SEALS & CHROME PLATED BALL SURFACE
 - CONTROLS VAPOR FLOW FROM PROVERS TO VAPOR-RETURN HOSE REEL
- O MISCELLANEOUS
 - (2) 304 STAINLESS STEEL THERMOMETER WELL (ONE FOR EACH PROVER)
 - (2) 4-1/2" ANALOG PRESSURE GAUGE (ONE FOR EACH PROVER)
 - 0-300-PSI
 - 1-PSI RESOLUTION
 - NIST TRACEABLE CALIBRATION
 - NON-ADJUSTABLE 304 STAINLESS STEEL BOLT-DOWN LEGS
 - (2) PRESSURE-RELIEF VALVES
 - (1) FOR EACH PROVER
 - CALIBRATED AT 250-PSI

- (6) EXCESS-FLOW VALVES (CATASTROPHIC FAILURE VALVES)
 - (3) FOR EACH PROVER
 - VALVES AUTOMATICALLY SHUT IF A HOSE, PIPE, OR FITTING FAILS WHILE UNDER PRESSURE
- IMRON® FUEL RESISTANT PAINT
- FLEET WHITE TO THE REDUCE INFLUENCE OF SOLAR HEATING ON CALIBRATIONS

TRAILER SPECIFICATIONS:

O OVERALL DIMENSIONS

- 148" LONG X 84" WIDE X 96" TALL

O DECK DIMENSIONS

- 103" LONG X 60" WIDE

O (1) AXLE:

- HEAVY DUTY LEAF SPRING
- SINGLE, 6000LBS.
- ELECTRICALLY ACTUATED DRUM BRAKES

O (3) WHEELS AND TIRES (2 FOR THE AXLE, 1 SPARE)

- WHEELS (16" X 6")
- FULLY GALVANIZED STEEL WHEELS FOR SUPERIOR CORROSION RESISTANCE

O TIRES (STEEL BELTED RADIAL PLY)

- HEAVY DUTY LONG RANGE "E"
- 3525 LBS CAPACITY EACH
- ST235/80R16

O (1) COUPLER:

- STANDARD 2" BALL-TYPE COUPLER

- (2) FEDERALLY MANDATED SAFETY CHANIS

O LIGHTING:

- WATER-PROOF LED LIGHTING FOR EXCEPTIONAL VISIBILITY AND LONGEVITY
- MEETS OR EXCEEDS NHTSA & DOT LIGHTING REQUIREMENTS FOR TRAILERS

O CONSTRUCTION MATERIAL:

- 4" X 2" X 3/16" THICK STEEL BOXED TUBING FOR THE MAIN FRAME
- OFFERS SUPERIOR STRENGTH AND RIGIDITY AS COMPARED TO STANDARD "C" CHANNEL
- 4" X 2" X 3/16" AND 10" WIDE HEAVY CHANNEL FOR CROSS-BRACES AND MOUNTING POINTS FOR PROVERS
- STEEL DIAMOND PLATE FENDERS
- 3/16" THICK POLISHED ALUMINUM DIAMOND PLATE DECK ON THE ENTIRE WORKING AREA
 - EXCELLENT TRACTION AND CORROSION RESISTANCE

O (3) JACKS:

- 3500LBS. CAPACITY ELECTRIC JACKS
- (1) ON THE TONGUE, (2) AT THE REAR
- PROVIDE EASY AND PRECISE LEVELING OF THE CALIBRATION TRAILER

O WIRING:

- ALL WIRING IS TUCKED UP AND OUT OF THE WAY WITH WEATHER PROOF CONNECTIONS
- ALL LIGHTS CONVERGE AT A CENTRALIZED "J" BOX FOR EASY ACCESS AND MAINTENANCE

O PAINT:

- THE ENTIRE TRAILER STRUCTURE IS POWDER COATED
- THERMOSETTING, ZINC-RICH EPOXY AND ARCHITECTURAL GRADE POLYESTER
- FUEL AND CHEMICAL RESISTANT
- FLEET WHITE

PUMPING SYSTEM SPECIFICATIONS:

- O (1) CORKEN TURBINE PUMP:
 - MODEL DS-12CD-2A
 - 1-1/2" NPT INLET, 1" NPT OUTLET
 - BALDOR MOTOR
 - EXPLOSION PROOF
 - 1-1/2-HP, 1 PH, 110VAC, 3750-RPM

- O TURBINE DESIGN MEANS NO WEARABLE PARTS AS WITH OTHER "BLADE-TYPE" PUMPS
- O FREE SPINNING DESIGN REDUCES ELECTRICAL LOAD ON THE MOTOR, WHICH REDUCES THE CHANCE OF OVER-LOADING BREAKERS ON START-UP

- O (1) 1" NPT CORKEN BY-PASS VALVE
 - SET TO 120 PSI DIFFERENTIAL
 - PREVENTS PUMP DAMAGE IF PUMP IS "DEAD-HEADED"

- O ALL PUMP WIRING INSTALLED IN 3/4" GALVANIZED STEEL CONDUIT

- O EXPLOSION PROOF PUMP SWITCH CONVENIENTLY LOCATED AT THE REAR WORKING AREA OF THE TRAILER

- O ALL PLUMBING ON TRAILER IS SCHEDULE 80 1-1/4" STEEL, 3000LBS THREADED FITTINGS, OR HI-PRESSURE LPG APPROVED HOSE.

- O (2) HOSE REELS:
 - HANNAY SPRING-REWIND REELS; (1) FOR LIQUID AND (1) FOR VAPOR TRANSFER EACH INCLUDES:
 - 1" DIA. X 30' OF LPG APPROVED HOSE ON EACH REEL
 - 1" NPT STAINLESS STEEL FULL-CIRCLE SWIVEL
 - 1" SQUIBB TAYLOR HOSE-END VALVE
 - IRON BODY
 - MINIMUM BLEED

- ALUMINUM HANDLE

O (1) ELECTRICAL REWIND REEL:

- HANNAY SPRING-REWIND REELS; (1) FOR POWER CABLE OF LPG TRANSFER PUMP INCLUDES:

- 50' OF AWG 12-3 SOW POWER CABLE
- HEAVY DUTY 20AMP PLUG, (NEMA 15-20 STYLE)

- ARK-TITE HAZARDOUS LOCATION PLUG TO CONNECT LPG TRANSFER PUMP TO ELECTRIC REWIND-REEL

OTHER SYSTEM SPECIFICATIONS:

O (1) POLISHED ALUMIUM DIAMOND PLATE ENCLOSURE:

- 60" WIDE X 30" DEEP X 34" TALL
- (2) FULL-SIZE DOORS; (1) ON DRIVER'S, AND (1) ON PASSENGER'S SIDE
 - (2) STAINLESS STEEL LOCKING LATCHES FOR SECURITY
 - WEATHER-STRIPPING AROUND DOOR JAMB TO REDUCE WATER ENTRY
 - (2) STAINLESS STEEL DOOR-STAYS HOLD DOORS SAFELY OPEN WHEN SYSTEM IS IN USE
- (1) FULL-SIZE SPARE TIRE IS MOUNTED TO ENCLOSURE ON A LOCKABLE STAINLESS STEEL BRACKET

O (1) AMEREX FIRE EXTINGUISHER

- 10LBS. CLASS B & C
- SODIUM BI-CARB
- RECHARGEABLE
- ANSI/UL 711 & ANSI/UL 299
- -65°F TO 120°F

O (1) AMEREX GROUNDING REEL

- PROVIDES SAFE DISSIPATION OF STATIC ELECTRICITY
- 50' OF CABLE

- SPRING-LOADED COPPER CLAMP
- MEETS US MIL-SPEC 83420



SERAPHIN®

SHIPPING AMOUNT: \$3,150.00
 SUB TOTAL: \$59,549.00

GRAND TOTAL: \$62,699.00

DELIVERY 18-20 WEEKS AFTER RECEIPT OF DEPOSIT

*All International Orders and Custom Orders require a deposit of at least 50% in order to start manufacturing
 All other orders require to be paid 100% before shipping*

General Sales Terms: Pricing Valid for 30 days; F.O.B.-- Rancocas, NJ - Shipping Additional; US Dollars
 Custom Orders: 50% deposit in advance of manufacture, Balance due before shipping,
 Credit Cards: Visa & Master Card Accepted (Limits may apply) ; Delivery: to be confirmed upon receipt of order
 Price and Delivery have been quoted based upon the application of our attached terms and conditions only
 Please note - Wood crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR § 319 and the International Plant Protection (IPPC) standard ISPM #15 for export.

Approval Signature

Date

Printed Name



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Use of Weight Truck at 2015 Mule Days Event

DEPARTMENTAL RECOMMENDATION:

We request that the Board of Supervisors approve the use of the weight truck for the Mule Pulling Contest, Sunday, May 24th, 2015, during the Mule Days events at the Tri-County Fairgrounds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is a sanctioned contest, therefore requiring certified weights. We are the only entity in the region with this type of equipment and certified standards.

ALTERNATIVES:

Not participate and have the Mule Days Committee hire this type of service from outside the Eastern Sierra region (Bakersfield, CA or Reno, NV) or cancel this event.

OTHER AGENCY INVOLVEMENT:

FINANCING:

As always, our time and equipment will be donated.

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

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



Date: 4-2-15



March 24, 2015

Inyo/Mono Agriculture Department
County Weights and Measures
207 W. South St.
Bishop, CA 93514

Dear Sirs:

Bishop Mule Days is respectfully requesting the use of the weight and measures truck for the pulling classes during the 2015 Mule Days event. The event dates are May 19 through May 24, 2014. The pulling event is on Sunday, May 24th starting at 7:00 AM.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammy", written in a cursive style.

Tammy Mandrell
Executive Director
Bishop Mule Days Celebration

“Mule Capital of the World”

1141 North Main Street • Bishop, CA 93514
(760) 872-4263 • Fax: (760) 872-2328 • www.muledays.org



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER 12 |
|---|

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

FROM: Kammi Foote, Clerk-Recorder, Registrar of Voters

FOR THE BOARD MEETING OF:

SUBJECT: Approve contract with Dominion Voting Systems for Annual Software License Fee: WinEDS application, maintenance and support

DEPARTMENTAL RECOMMENDATION:

Approve the contract between the County of Inyo and Dominion Voting Systems for the provision of election related services, support and software in an amount not to exceed \$20,000 for the period of July 1, 2015 to June 31, 2016, and authorize the Chairperson to sign, contingent upon the adoption of the FY 2015-2016 budget.

SUMMARY DISCUSSION:

Dominion Voting Systems is the sole source provider of election related services, support and software for Inyo County's electronic voting system. This system includes the Edge II voting machines federally mandated to provide accessible voting at the polling locations as well as the Insight Optical scan system required to process vote by mail and paper ballot cast at the polls. The software license and support services for the voting machines and optical scan system currently owned by Inyo County can only be purchased from Dominion Voting Systems.

ALTERNATIVES:

The Board can deny entering into the contract with Dominion Voting Systems. By not entering into this contract, the elections department could not use any of the equipment currently owned by Inyo County to conduct a Federal compliant election.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Sufficient funds to cover this annual payment are budgeted in 011000-5311 and 011000-5316, contingent upon the adoption of the FY 2015-2016 budget.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)

Heilong Approved: yes Date: 4-14-15

AUDITOR/CONTROLLER:

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

[Signature] Approved: yes Date: 4-20-2015

PERSONNEL DIRECTOR:

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)

Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 5/4/2015



SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made on the 1st day of July 2015 (“Effective Date”) BETWEEN

DOMINION VOTING SYSTEMS, INC., located at 1201 18th Street, Suite 210, Denver, CO 80202 (“Licensor”)

AND

INYO COUNTY, CA, located at 168 N. Edwards St., Independence, CA 93526 (“Licensee”)

WHEREAS The Licensee wishes the Licensor to grant to it a license to use the Software as defined in this agreement and the Licensor is agreeable to granting such a license subject to the following terms and conditions:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions.

1.1. “Party” or “Parties” Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.2. “Software” means software and firmware licensed by Licensor hereunder, in object code form, including all documentation therefore.

1.3. “Specifications” means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.4. “Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. Term. This Agreement is effective as of the Effective Date and expires on the day before the first anniversary of the Effective Date, June 31, 2016 (“Initial Period”), unless earlier terminated or extended as provided herein. After the Initial Period, Licensee may extend the effectiveness of this Agreement for up to four (4) years, to June 31, 2019 (“Software Renewal Term”) by paying the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of receiving an invoice from Licensor. The period during which this Agreement is in effect is referred to herein as the “Term”. On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Licensee shall cease any further use of the Software, and (c) return the Software pursuant to Section 12 herein. Notwithstanding such expiration or termination, Section 4 (Payment) to the extent any payment is due and Section 7 (Confidential Information) will survive any expiration or termination of this Agreement in accordance

to their respective terms. The terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for events taking place before such expiration or termination.

3. License Terms.

3.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed. This License includes the types and numbers of copies specified in Schedule A of the Software identified therein.

3.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule B to this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule B.

3.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Licensee's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

3.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

4. Payment. In consideration of the grant of the license, the Licensee shall pay Licensor the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of receiving an invoice from Licensor. Licensee is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Licensee is exempt from such taxes or duties, Licensee shall provide Licensor with a tax exemption certificate.

5. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

5.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the

Licensee's State, Licensor may make the certified software upgrade available to the Licensee. The Licensee shall bear the costs and labor of installing the software upgrade.

5.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

6. Warranties. The following warranties will apply to all Software during the Term.

6.1 Software. Licensor warrants that the Software, for a period of one (1) year following delivery to the Licensee, will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensee's exclusive remedy under this warranty shall be, at Licensor's sole option (a) return of the Annual Software License Fee set forth in Schedule A paid by the Licensee (if any) for the Software, or (b) Licensor shall use reasonable efforts to correct the material failure of the Software. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. Third-Party Products. The warranties in this Section 6 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information. Licensee acknowledges that the Software and related documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets, disclosure of which would materially injure Licensor's business and competitive position, and (ii) is exempt from disclosure under, the terms of any applicable freedom of information, open public records act or similar statute ("FOIA Statute"). Licensee therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly permitted by this Agreement. Licensee shall limit disclosure to employees of Licensee having a need to know to perform their duties to Licensee who have agreed in writing to be bound by the restrictions of this Section 7. Licensee shall take any and all action necessary or appropriate to assert all applicable or potentially applicable exemptions from disclosure

under the FOIA Statute and take all other legally permissible steps to resist disclosure of the Information including, without limitation, commencement or defense of any legal actions related to such disclosure. In the event Licensee receives a request for Information under the FOIA Statute, Licensee shall inform Licensor of such request within ten (10) days of Licensee's knowledge or such shorter period as necessary under the FOIA Statute to avoid prejudice to Licensor's ability to oppose disclosure. In the event Licensee is nonetheless required by law to disclose any of the Information, Licensee shall give written notice to Licensor at the earlier of (i) twenty (20) business days prior to disclosure or (ii) such longer period as may be required by applicable law.

8. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

8.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

8.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

8.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

8.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

9. Limitation of Liability. Licensor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement and in connection with the Software howsoever arising, including without limitation loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the License fee paid by the Licensee to Licensor under this Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental special or consequential loss or damage whatsoever, howsoever arising, incurred by either Party or any third party, whether in an action in contract, negligence or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

10. Force Majeure. Licensor's obligations hereunder will be suspended so long as its performance is impeded or prevented by causes beyond Licensor's reasonable control, including natural disasters, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

11. Termination for Cause. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12. Return of Software. Upon termination or expiration of this Agreement, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or, if so requested by Licensor, destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

13. Miscellaneous.

13.1 Assignment. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party; provided that Licensor may subcontract Services upon 30 days' prior written notice to Licensee. Any attempted assignment in violation of this Section 13.1 will be null and void.

13.2. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law.

13.3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

13.4. Governing Law. This Agreement will be construed under the laws of the Customer's state identified on Page 1 of this Agreement, and the state and federal courts within the Customer's state shall have non-exclusive jurisdiction for all actions to enforce this Agreement.

13.5 Waiver. No waiver or failure by a Party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

13.6 Notices. All notices under this Agreement will be delivered personally, email, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the addresses set forth on Page 1. Notices will be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier or such mailing by U.S. mail.

13.7 Interpretation. This Agreement, including all Schedules, is the complete and final expression of the Parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the Parties regarding such subject matter. In the event of any conflict between these Terms and Conditions and any provisions set forth in any other part of this Agreement, these Terms and Conditions will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both Parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

13.8 No Third Party Beneficiaries. Licensor and Licensee agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

INYO COUNTY, CA

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

SCHEDULE A
PRICING AND PAYMENT SCHEDULE

Annual Software License Fee: WinEDS Application

| Term | Extended Price |
|--------------------------|-----------------------|
| 07/01/2015 to 06/30/2016 | \$10,484.39 |
| 07/01/2016 to 06/30/2017 | \$11,008.61 |
| 07/01/2017 to 06/30/2018 | \$11,559.04 |
| 07/01/2018 to 06/30/2019 | \$12,137.00 |

Payment Terms:

1. Licensee shall pay the amounts indicated within 30 days from receipt of Licensor's invoice.
2. To the extent this Agreement is extended for an additional year or years pursuant to Section 2 herein, Licensor reserves the right to increase the Annual Software License Fee within five percent (5%) of the previous year's fee. The increase would begin at the start of the contract term.

SCHEDULE B

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
 - 1.1. "Derivative Works" shall mean any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
 - 1.2. "Voting Systems' Ballots" shall mean any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
 - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots or any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule B.
 - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, and (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
 - (i) any commercial or non-commercial printer
 - (ii) any third party vendor using ballot on demand system.
 - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**SCHEDULE C
PRICING SCHEDULE FOR ELECTION SERVICES**

1. Election Services

Dominion will perform the following items in English only: WinEDS Profile Setups and Maintenance, WinEDS Election Database Setup, provide the Absentee Ballot Camera Ready Copy, verification and proofing for each election, provide audio setup for audio voting using a synthesizer. Outside recording charges would be at the County's expense.

Pricing per Election:

Base Charges:

| | |
|--------------------------------------|------------------------|
| Precincts or Splits 1 through 100 | \$210.00 per precincts |
| Precincts or Splits 1001 through 500 | \$85.00 per precincts |
| Each Additional language | 25% of base charge |
| Deduction for no Audio | 10% of base charge |

Election Services described in this section can only be determined upon competition of the specific Election and will be invoiced at the time of the Election. A minimum charge of \$3,500.00 will be applied per election.

2. On Site Support

- a. On Site support may be provided at request of the jurisdiction and if Dominion staff is available, at the published rates.
- b. Dominion will provide a technician to restore the database at the county's request and will invoice at the current published rates.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER 13 |
|---|

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

FROM: HEALTH & HUMAN SERVICES - Social Services

FOR THE BOARD MEETING OF: May 19, 2015

SUBJECT: Contract with Inyo County Superintendent of Schools for Stage I CalWORKs Child Care Services.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed \$125,000.00, for the period of July 1, 2015, through June 30, 2016, contingent upon the Board's adoption of FY 2015/2016, budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County of Inyo has successfully contracted with the Inyo County Superintendent of Schools for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible. We wish to continue this contract relationship for the 2015/2016 year.

ALTERNATIVES:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income.

OTHER AGENCY INVOLVEMENT:

The Child Care Planning Council advises the Contractor and the County about current programs and needs.

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). No County General funds.

| APPROVALS | |
|----------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>Margaret Kemp-Williams ✓</u> Date: <u>04/25/15</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>C. [Signature] yes</u> Date: <u>4/27/2015</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>[Signature] ✓</u> Date: <u>4/29/15</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 5-6-15

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care SERVICES**

TERM:

FROM: 7/01/2015 **TO:** 6/30/2016

SCOPE OF WORK:

The Inyo County Superintendent of Schools (ICSOS) shall provide the following childcare services for the consideration set forth in Attachment B:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats. 1997, c.270) and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350, and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division I, Chapters 19 and 19.5, DSS ACL 97-73 and ACL 11-38 and hereby incorporated in to this agreement by reference, except those duties specifically assigned to the local Health and Human Services (HHS) Department in this agreement.
2. Accept referrals for child care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICSOS will agree on a mutually acceptable process for assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best services possible to families. These meetings will include mutual education concerning the two agencies.
4. ICSOS and the County will work together to recruit licensed child care providers and to encourage quality improvement in license-exempt child care arrangements.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care SERVICES**

TERM:

FROM: 7/01/2015 **TO:** 6/30/2016

SCHEDULE OF FEES:

1. COUNTY will pay direct costs of the child care services provided. These costs must be invoiced for all children enrolled in the Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Billing and payment, invoices will be billed quarterly on or before the following dates:
 - October 15, 2015
 - January 15, 2016
 - April 15, 2016
 - July 15, 2016



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Approval of Amendment Number One (1) to the Contract between Inyo County Mental Health and Country Villa Merced Behavioral Health.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number One (1) to the contract between Inyo County Mental Health and Country Villa Merced Behavioral Health (for residential placement for adults in a locked facility) to reflect the increase of the daily rate for a Mental Health Rehabilitation Center/IMD (AB 360 rate) from \$173.61 to \$179.68 and to add payment of an additional patch rate of \$200 per day for authorized one-on-one services and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is necessary to reflect the correct daily rate for services and to address payment in the event that specialized one-on-one services are required to meet the acuity needs of the patient. The daily rate is set by State, often in August, part way through the fiscal year and requires adjustment post rate change. We have secured a contract with Country Villa Merced Behavioral Health for over ten years for placement of persons on LPS Conservatorship in need of a locked psychiatric facility. We did not have any consumers placed at this facility in the last several months until January 2015. The \$200 per day specialized treatment patch rate is initiated when a consumer has need for a one-on-one staff member assigned for safety reasons. This service is authorized only when the acuity reached a level where seclusion and restraint have been necessary. Inyo County has a good working relationship with this facility and monitors the care of conserved adults carefully. We place persons in the least restrictive environment and try to move persons safely to a lower level as soon as possible. To date during this fiscal year we have had only 2 persons total placed under LPS Conservatorship with one placed at Country Villa.

ALTERNATIVES:

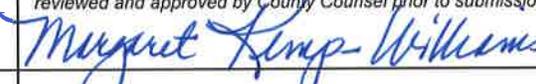
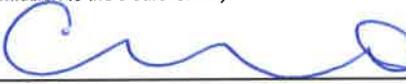
Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this scarce placement option for LPS conserved adults.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

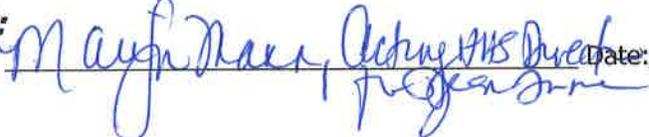
FINANCING:

100% Mental Health Realignment Funds (clients partially reimburse with SSI payments). This expense is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

| <u>APPROVALS</u> | |
|----------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>04/23/15</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>4/24/2015</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>4/27/15</u> Date: _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


Date: 4/29/15

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Merced Behavioral Health
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Merced Behavioral Health, of Merced, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 21, 2014, on County of Inyo Standard Contract No. 157, for the term from July 1, 2014 to June 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

In Attachment B, Agreement Between County of Inyo and Merced Behavioral Center Schedule of Fees, is amended to read as follows:

| | |
|---|--------------------------------|
| Mental Health Rehabilitation Center/IMD Services (AB 360 rate) | \$179.68 |
| Special Treatment Program Patch | \$5.72 |
| TOTAL COST PER DAY WITH PATCH | \$185.40 |
| Daily Bed Hold Rate is \$178.56 | |
| Additional treatment team as necessary, 1 on 1 service with Pre-Authorization Daily Patch Rate Special Services Agreement | \$200.00 (Each Additional Day) |

The effective date of this Amendment to the Agreement is July 1, 2014.

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

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Merced Behavioral Center
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: [Signature]
Signature

Jeri Alford
Type or Print

Dated: 3/31/15

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

15

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Resolution and Notice of Completion for the Bishop-Sunland Landfill Truck Scale Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend the Board approve the resolution accepting the improvements for the Bishop-Sunland Landfill Truck Scale Project; and,
2. Authorize the recording of a Notice of Completion for the Bishop-Sunland Landfill Truck Scale Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: Doug Clair Inc., of Bishop, California recently completed construction of the Bishop-Sunland Landfill Truck Scale Project. The project work consisted of constructing a concrete truck scale foundation and the purchase and installation of a 70'x11' steel truck scale and appurtenances in order to accurately determine weights of various materials entering the Bishop-Sunland Landfill.

The original Board approved construction contract amount for the Bishop-Sunland Landfill Truck Scale Project was \$145,500. The final construction contract amount (not including construction engineering/inspection) for the Bishop-Sunland Landfill Truck Scale Project is \$146,860.21.

Previously, Public Works had planned to present this project closeout (Board Resolution accepting the truck scale improvements and authorization to record a Notice of Completion) to your Board back in early December 2014. On November 7, 2014, the final inspection was completed and the improvements were determined to be complete to the satisfaction of the Public Works Director. However, in late November 2014, a portion of the truck scale electronic equipment failed and we could not recommend acceptance of the project. The work was temporarily suspended until the truck scale subcontractor could diagnose and resolve this issue.

On Friday, March 27, 2015 the scale was fixed and is now functioning as designed. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

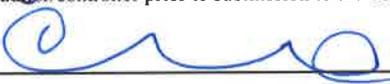
May ¹² 19, 2015

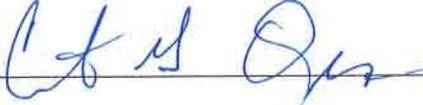
Agenda Request Form: Bishop-Sunland Landfill Truck Scale Project – Notice of Completion
Page 2 of 2

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The funds for this project will be provided through the Solid Waste Budget 045700, Object Code 5460, Structures and Improvements.

| APPROVALS | |
|--------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>✓</u> Date: <u>5-15</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>5-6-2015</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:  Date: 5/6/15
(Not to be signed until all approvals are received)

RESOLUTION No. 2015 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
BISHOP-SUNLAND LANDFILL TRUCK SCALE PROJECT**

WHEREAS, Clint G. Quilter, Director of Public Works for the County of Inyo, has determined that the Bishop-Sunland Landfill Truck Scale Project has been completed by Doug Clair, Inc., in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop-Sunland Landfill Truck Scale Project.

Passed, approved and adopted this _____th day of May, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**
Director of Public Works, County of Inyo
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop-Sunland Landfill Truck Scale Project on the property hereinafter described was completed on March 27, 2015 and was accepted by the Inyo County Board of Supervisors on May 19, 2015.
2. The property on which the Bishop-Sunland Landfill Truck Scale Project has been completed is located at Bishop-Sunland Landfill, 110 Sunland Indian Reservation Road, Bishop, CA 93514.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, leases and maintains the real property from the fee simple interest property owner, Los Angeles Department of Water and Power, upon which the Bishop-Sunland Landfill occupies, located at 110 Sunland Indian Reservation Road , Bishop, California.
4. The undersigned Clint G. Quilter is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted May 19, 2015, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop-Sunland Landfill Truck Scale Project pursuant to contract with the County of Inyo, is Doug Clair, Inc..

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Clint G. Quilter, Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

| |
|-----------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER |
| 16 |

FROM: Road Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Agreement for 2014/2015 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Funds

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the 2014/2015 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X15-5948(086), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed \$773,353; and
2. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS: N/A

SUMMARY DISCUSSION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) funds provided under the "Moving Ahead for Progress in the 21st Century" (MAP-21) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County roads.

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2014/2015 funds for expenditure during FY 2015/2016.

ALTERNATIVES:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a primary source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

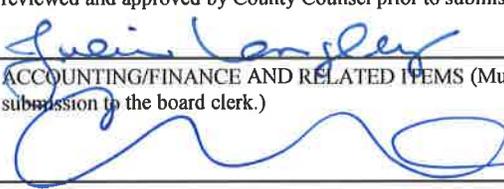
OTHER AGENCY INVOLVEMENT:

Caltrans will process the Agreement and make payment of the funds. County Counsel and the Auditor's Office have reviewed the agreement.

FINANCING:

These funds will be budgeted in the FY 2015/2016 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

APPROVALS

| | | | |
|--------------------|---|---|----------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved:  | Date <u>5-5-15</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) | Approved:  | Date <u>5/6/2015</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) | Approved: _____ | Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5/6/15

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 09-INY-0-CR
X15-5948(086)
2014/2015 Exchange and State
Match Program

April 21, 2015

Mr. Clint Quilter
Director of Public Works
Inyo County
P.O. Drawer Q
Independence, CA 93526

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2014/2015

Dear Mr. Quilter:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2014/2015.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2015. The exchanged amount is based on your FFY 2014 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than June 16, 2015.

*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. When we receive your signed agreements, they will be executed and one original will be returned to your agency.

*Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

By copy of this letter, your Regional Transportation Planning Agency (RTPA) is being informed of our intentions to directly exchange RSTP funds with the County. The RTPA should contact us only if they do not wish for the County to participate in the program. The County will be notified by my Office if the RTPA disagrees with the direct exchange.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen at (916) 653-6750 if you have any questions.

Handwritten signature of Robert Nguyen in cursive.

for ROBERT NGUYEN, Chief (Acting)
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: Regional Transportation Planning Agency
OLP AE Project Files
(09) DLAE - Forest Becket

RECEIVED

APR 23 2015

INYO COUNTY
PUBLIC WORKS

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
 District County

Agreement No. X15-5948(086)
 AMS Advantage ID: 0915000048

THIS AGREEMENT is made on _____, by the COUNTY of INYO, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds; and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY,

NOW, THEREFORE, the parties agree as follows:

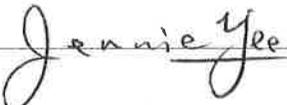
I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2014/2015.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

For Caltrans Use Only

| | | | |
|---|------|---------|---------------|
| I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance | | | |
|  Accounting Officer | Date | 4/15/15 | \$ 773,353.00 |

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2014/2015.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY and its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors, and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

Office of Project Implementation, South
Division of Local Assistance

Chair, Board of Supervisors

Date: _____

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER |
| 17 |

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

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Approval of Siemens Industry, Inc., Maintenance Contract

DEPARTMENTAL RECOMMENDATION: Request Board declare Siemens Industry, Inc as sole source, and approve the 3-year contract between the County of Inyo and Siemens Industry Inc, for the provision of maintenance of equipment services (Fire and Safety equipment), in an amount not to exceed \$68,652.00 for the period of July 1, 2015 to June 30, 2018; and authorize the Chairperson to sign, contingent upon Board's adoption of future budgets, and upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system in the Inyo County Jail. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and replacement parts. In July 2003 the Sheriff's office received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed the parts and guarantee a 4 hour emergency response time. SimplexGrinnel will only commit to a 24 hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 and the primary service technicians continue to maintain the system.

ALTERNATIVES: The Board could choose not to award the contract to Siemens. This is not recommended as Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

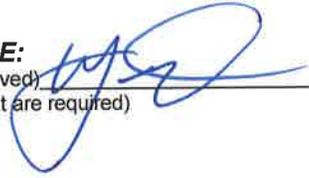
FINANCING: Funding will be included in the 2015-2016(& subsequent years) requested budget in Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS

| | |
|---------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>04/21/15</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/24/2015</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 4-27-15

ATTACHMENT A

AND **AGREEMENT BETWEEN COUNTY OF INYO**
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2018

SCOPE OF WORK:

As noted in the Advantage Services Renewal Agreement, dated February 9, 2015 (footer date of 4/10/15); specifically Pages 3-6 of the proposed agreement, attached.

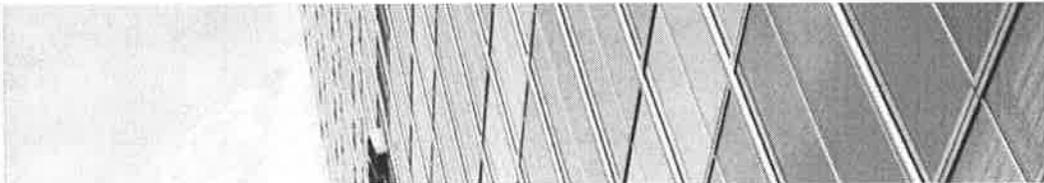


Advantage Services[®]

Fire Service Renewal Agreement for Inyo County Sheriff's Department

February 9, 2015

S



Advantage Services

Advantage Services

Agreement for Inyo County Sheriff's Department

February 9, 2015

Advantage Services

Table of Contents

| | |
|--|---|
| Advantage Services | 1 |
| 1 Overview | 3 |
| 1.1 Executive Summary | 3 |
| 1.2 Siemens Capabilities & Commitment to Our Customers | 3 |
| 2 Service Solution | 3 |
| 2.1 FIRE ALARM & LIFE SAFETY SERVICES | 3 |
| 2.1.1 Customer Support Services | 4 |
| 2.1.2 Technical Support Services | 4 |
| 3 Service Implementation Plan | 4 |
| 3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows | 4 |
| 3.2 Maintained Equipment Table | 5 |
| 3.3 Service Team | 7 |
| 4 Siemens Industry, Inc. | 8 |
| 4.1 Signature Page and Investment By and Between: | 8 |
| Appendix A. Discounted Labor & Material Pricing | 9 |

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Bronze Level

The Bronze Advantage Services plan is an economical choice for customers who require planned and scheduled inspection services. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector cleaning and sensitivity testing, a detailed written report following each service visit, and a life safety log book.

Advantage Services

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. In addition, we will perform sensitivity testing of all smoke detectors to ensure that the equipment is operating within the proper UL-specified sensitivity range. Necessary documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

| | |
|---------------------------------|--|
| | Bronze |
| Attribute | |
| Emergency Online/Phone Response | Within 30 minutes |
| Hours of Service | 24 x 7- emergency Service Response will be provided within a 4 hour on site or 30 minutes by phone. Emergency service will be provided 24/7,365 days per year. |
| Window for Call Handling | 24 x 7 – Availability to take your call |

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

| Equipment Category | Equipment SubCategory | Equipment | Qty | Serial Number | Location | Mfg/Model |
|--|-----------------------|-----------------------------|-----|---------------|----------|-----------|
| Detectors | Detectors | Conventional Heat Detectors | 78 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|---|-----------|-----------------------------------|---|--|--|--|
| Detectors | Detectors | Conventional Duct Smoke Detectors | 9 | | | |
| Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1) | | | | | | |

| | | | | | | |
|---|-----------|-----------------------------|-----|--|--|--|
| Detectors | Detectors | Conventional Smoke Detector | 129 | | | |
| Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|---------------------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Conventional Pull Station | 8 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|--------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Door Holders | 1 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|--------------------------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Speakers or Horns with Strobes | 3 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

Advantage Services

| | | | | | | |
|--|-------------------|-------------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Speakers or Horns | 3 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|------------------------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Tamper Switch Monitor Module | 6 | | | |
| Services (Times per year): Test and Inspection (2) | | | | | | |

| | | | | | | |
|--|-------------------|---------------------------------|---|--|--|--|
| Field Peripherals | Field Peripherals | Waterflow Switch Monitor Module | 6 | | | |
| Services (Times per year): Test and Inspection (2) | | | | | | |

| | | | | | | |
|--|------------------------|------------------------------------|---|--|--|--|
| Control & Annunciation | Control & Annunciation | Simplex 4002 & Simplex 4100 8 node | 8 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

Additional Inspections:

- (a) Check and maintain all panels, boards, power supplies, batteries, switches relays, light bulbs, keypads and intercom.
- (b) Testing, servicing and repair of the door control system
- (c) Eight node network system controls all door system. We cover all panels, switched, batteries and parts,
- (d) Special Provisions:
All testing will be performed during normal working hours (8:00am to 5:00pm, Monday thru Friday)

The inspection and testing of the fire alarm system will be performed in accordance with NFPA code as adopted by the State of California. Siemens technicians will test the entire system at least once annually, which includes the fire alarm panel and all field devices. Siemens technicians will provide documentation and make recommendations where repairs or replacements are required.

Maintenance provides for component replacement of the central processing unit, replacement of circuit boards and all components in the fire alarm control panels, Annunciator panels and remote panels due to failure, unless the panel or component has been declared obsolete or discontinued by the OEM, rendering parts available.

Replacement of faulty wiring and field devices is not included unless specified.

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Danelle Henry-Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Shawn Neylon- Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ryan Masloskie- Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo-Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Office: 559-276-2600

Toll Free 24/7 Service Line: 1-866-SBT-PROS

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2018

SCHEDULE OF FEES:

Total cost of the 3-year contract is \$68,652.00 to be paid in quarterly payments of \$5,721.00 at the commencement of each new quarter, July, October, January and April. Invoices to be sent to the County for the quarterly payments.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective through life of agreement.

Please note: Rates shown are for the period referenced above and are subject to change.

| Standard Labor Rates: | Straight Time (M-F 8 AM to 5 PM) excl. Holidays | Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays | Sundays & Holidays |
|------------------------|---|--|-----------------------------|
| Automation Specialist | \$206.00 | \$308.00 | \$412.00 |
| Fire Safety Specialist | \$166.00 | \$249.00 | \$332.00 |
| Fire Sprinkler Fitter | \$221.00 | \$331.50 | \$442.00 |
| Electrician | \$250.00 | \$375.00 | \$500.00 |
| Security Specialist | \$181.00 | \$271.50 | \$362.00 |
| Mechanic | \$260.00 | \$390.00 | \$520.00 |
| Add All: | (plus \$50.00 truck charge) | (plus \$50.00 truck charge) | (plus \$50.00 truck charge) |

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

| Preferred Customer Labor Rates: | Straight Time (M-F 8 AM to 5 PM) excl. Holidays | Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays | Sundays & Holidays |
|---------------------------------|---|---|---|
| Automation Specialist | \$165.00 | \$247.50 | \$330.00 |
| Fire Safety Specialist | \$133.00 | \$199.50 | \$266.00 |
| Fire Sprinkler Fitter | \$177.00 (plus \$50.00 truck charge) | \$265.50 (plus \$50.00 truck charge) | \$354.00 (plus \$50.00 truck charge) |
| Electrician | \$200.00 | \$300.00 | \$400.00 |
| Security Specialist | \$145.00 | \$217.50 | \$290.00 |
| Mechanic | \$208.00 (plus \$50.00 truck charge) | \$312.00 (plus \$50.00 truck charge) | \$416.00 (plus \$50.00 truck charge) |

Minimum Charge: Service involving travel to the customer site will incur a three-hour minimum labor charge for non active Service Agreements.

Material Rates: Customers with an active Service Agreement will benefit from a discount of 25% off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 1-8

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

FROM: WATER DEPARTMENT/SALT CEDAR PROJECT

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: PURCHASE OF HERBICIDE AND OIL DILUENT

DEPARTMENTAL RECOMMENDATION:

It is requested that your Board declare Stanislaus Farm Supply as a sole source vendor and approve the purchase of:

- Two hundred (200) gallons of Garlon 4 Ultra herbicide and six hundred (600) gallons of Improved JLB Oil Plus, with dye, from Stanislaus Farm Supply.

The total amount of the purchase order will be \$26,298.00 including tax; this purchase will be for use in the control of saltcedar.

SUMMARY DISCUSSION:

The Salt Cedar Control Program has the need to purchase herbicide and diluent for the ongoing control of saltcedar. The Water Department went out to bid for the herbicide and oil products and only one bid was received. The Water Department requests that Stanislaus Farm Supply as a sole source vendor be awarded the purchase order for the following products in the amounts shown above:

| Vendor | Garlon 4 Ultra Per 2.5 Gallon Container | Improved JLB Oil Plus Per 15 Gallon Container |
|------------------------|--|--|
| Stanislaus Farm Supply | \$76.00 | \$15.25 |

ALTERNATIVES:

Not authorize the purchase order and require re-bidding of the chemicals.

OTHER AGENCY INVOLVEMENT:

Purchasing and Auditor-Controller

FINANCING:

There are sufficient funds in the Saltcedar Project Budget Unit (024502), General Operating (5311) to cover these purchases.

APPROVALS

| | |
|---------------------------------------|--|
| COUNTY COUNSEL: N/A | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/5/2015</u> |
| PERSONNEL DIRECTOR: N/A | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

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

 Date: 5-5-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 19

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Integrated Regional Water Management Plan – Update and Proposal Evaluation and Submittal Process

DEPARTMENTAL RECOMMENDATION:

Review and approve proposal evaluation and submittal process for Proposition 84 Round 3 Implementation Grants.

SUMMARY DISCUSSION:

Staff will review recent IRWMP activities including program funding issues and implementation grant process and guidelines. Proposition 84 Round 3 Implementation Grant proposal evaluation process and submittal guidelines are attached. A decision on the evaluation process will come before the IRWM group at their May 22 meeting, and it is your Board's practice to direct staff concerning such decisions.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

Project proponents should be prepared to submit 1% of their proposal ask to the Program Office.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

[Handwritten Signature]

Date: **5/6/15**

Round 3 Implementation Project Evaluation and Ranking Process

April 2015

Instructions to project proponents

We are now ready to embark on the project evaluation and ranking process for the Round 3 Implementation Grant. This process has been approved by the Inyo-Mono Regional Water Management Group and is required for all projects. Read the instructions and information in this document carefully before you decide to take the next step in the process. You should also review the RWMG evaluation criteria in this document and make sure you respond to each of the questions in some part of your proposal. Finally, ***it is absolutely imperative that you become familiar with the requirements in the DWR Prop. 84 Project Solicitation Package and are prepared to commit to fulfilling those requirements.***

In order for the RWMG to be able to more fully evaluate and rank projects, more information is required of each project. We still have the project information you provided in the online upload form, and that information will be provided to the RWMG reviewers. The additional information required by this document will add detail to what you have already submitted. We have done our best to minimize redundant work on your part.

Considerations for Project Proponents

For project proponents that submitted multiple projects for the April 3 deadline, please give serious consideration to how many projects you could reasonably develop full proposals for. Again, look at the requirements in the PSP. We estimate that full project proposals require 50-100 hours of project proponent time *per project*. It is expected that the bulk of proposal preparation will take place June 1 – August 1, 2015.

Also give consideration to whether any of your multiple projects could be combined, or whether your projects could be combined with any other proponent's projects. Similarly, could your project be phased if there is an opportunity to only fund a portion of it? Finally, consider how you would prioritize your multiple projects if several are going to go into the project evaluation process.

Several of the projects submitted for this round are planning projects or studies. We have recently received additional clarification from DWR that the only planning/study projects that are allowable in this funding round are those that solely benefit one or more disadvantaged communities. Please review your project and determine, if it is a planning project, whether it will

provide benefits to non-DAC areas or communities. If so, it cannot be included in the Inyo-Mono application.

What to submit

We are now asking that you complete a short work plan, budget, and schedule *for each project*. This material will provide the basis for your full project application should your project be included in the overall proposal.

Work Plan: The work plan for your project should provide a succinct overview of the need and purpose of the project, the tasks that will be necessary to successfully complete the project, and a short, quantitative description of the intended products, deliverables, or outcomes of the projects (e.g., number of meters installed, length of pipe replaced, etc.) We ask that you **list** main tasks of your project within the budget categories provided in the Budget section below. Provide a descriptive, relevant, place-based title.

The work plan should also address the following questions:

- 1) If you have claimed that your project benefits a disadvantaged community (DAC), explain *how* it directly benefits an identified water need in one or more DACs. We suggest that you refer to DWR's DAC mapping tool to view the most recent income data for your community (http://www.water.ca.gov/irwm/grants/resources_dac.cfm).
- 2) What is status of your project? What tasks need to be done before the project can be implemented (such as, but not limited to, CEQA, NEPA, permitting, approvals)?
- 3) Is your organization in compliance with the following regulations, as applicable? (Taken from the top of page 13 of the PSP):
 - ◇ Urban Water Management Plan
 - ◇ Agricultural Water Management Plan
 - ◇ Surface Water Diverter
 - ◇ Groundwater Management Plan (high and medium-priority basins only; only for projects directly affecting groundwater)
 - ◇ CASGEM
- 4) If your organization is submitting multiple projects, how does this project rank among them?
- 5) Can your project be phased? Please explain.
- 6) Has your organization received Prop. 84 planning or implementation funding in previous rounds?

Keep your work plan to three pages or less.

Budget: We encourage you to submit a budget that is as detailed as possible. An example of the budget table that all project proponents will be required to complete for the full proposal is shown below. We strongly suggest you begin to fit your project's tasks into these categories. *If you would like to have your proposal preparation costs reimbursed, you must explicitly include them in your budget as a line item under Direct Project Administration.* There is no cap on the maximum amount you can request for proposal preparation, but consider that your project will be evaluated in comparison with ~18 other projects and that your budget will be weighed as a

primary factor in the evaluation.

For now, we are moving forward with the assumption that the Program Office will be the grant proposal coordinator. Program Office staff will develop a budget for the proposal preparation process and will seek reimbursement for that work through the grant award.

Budget table adapted from Table 8 on p. 22 of the PSP

| Category | Requested Grant Amount | Cost Share: Non-State Fund Source | Cost Share: Other State Fund Source | Total Cost |
|--|------------------------|-----------------------------------|-------------------------------------|------------|
| (a) Direct Project Administration | | | | |
| → Proposal preparation | | | | |
| (b) Land Purchase/Easement | | | | |
| (c) Planning/Design/Engineering/Environmental Documentation | | | | |
| (d) Construction/Implementation | | | | |
| (e) Grand Total | | | | |

Schedule: You can either provide a task-based schedule table or, for now, a short schedule narrative. At the very least, the schedule should indicate:

Proposed start date:

Proposed end date:

Estimated useful life of project:

Timeline

- Wednesday, April 22, 2015, RWMG meeting: project evaluation and ranking process approved
- Wednesday, May 6, 2015, 5:00 pm, project evaluation submissions due to Program Office
- Friday, May 8, 2015, Program Office distributes proposals, evaluation materials, ranking form
- Friday, May 15, 2015, 5:00 pm, Members' rankings due to Program Office
- Wednesday, May 20, 2015, final RWMG agenda and ranked project list sent to RWMG
- Wednesday, May 27, 2015, RWMG meeting: list and ranking of projects for application approved
- June 1 – August 1, 2015, proposal preparation
- Assume August 1, 2015, proposal deadline

Instructions to project reviewers

- Must be an RWMG Member to participate
- If you are going to participate, you must evaluate and rank all projects
- A pre-populated Excel form will be provided to you for entering your scores
- The original project submission information will be provided to you
- You can award partial credit for any criterion, but it must be in whole integers
- Please set aside time the week of May 11 to perform the project evaluations; this will likely require several hours of work
- Scores for each project will be averaged across the reviewers, and based on the outcome of these average scores, projects will be ranked
- We will need to determine a cutoff of projects around \$1.65 million
 - This is based on the full allocation of \$1.88 million minus administration fees

Scoring criteria

- Will the project be complete by October 31, 2020? (4 points)
- Does the schedule indicate that the project can start by April 1, 2016? (4 points)
- How well does the project assist the region in meeting the Human Right to Water? (4 points)
(http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120AB685)
- Description of the project with major components and intended purpose? (10 points)
- How well does the project effectively address long-term drought preparedness? (6 points)
- How well does the project provide a direct water-related benefit to a DAC? (4 points)
- How reasonable is it that the work will be completed in the time allotted given the current status of the project? (4 points)
- Are the costs presented in the budget reasonable for the project type and the current state of the project? (8 points)

Total is 44 points.

Contacts

Mark Drew, Inyo-Mono IRWM Program Director

760-924-1008, mdrew@caltrout.org

Holly Alpert, Inyo-Mono IRWM Program Manager

760-709-2212, holly@inyo-monowater.org



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20

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

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Request approval to hire an APAR Library Specialist for the Tecopa Library.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that consistent with the adopted Authorized Position Review Policy:

- 1. the availability of funding for the Library Specialist position exists as certified by the Library Director and concurred with by the Auditor-Controller and the County Administrator and,
2. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and,
3. approve the hiring of one APAR Library Specialist I, Range 46A (\$13.1575 per hour).

SUMMARY DISCUSSION:

The Library Specialist in Tecopa has submitted a letter of resignation, and in order to avoid a lapse in library service the incumbent will remain until the position is filled. Tecopa Library hours have been reduced from 19 hours to 10 hours weekly until a new employee is hired. This is consistent with the past practice of moving to "summer hours" at the beginning of April, and enables the present Library Specialist to keep the library open during the recruitment process. After the new Library Specialist is in place the library will return to 19 hours weekly.

The library is an important component of the constellation of services that Inyo County provides to the Tecopa/Shoshone region, and is utilized by both residents and visitors who patronize the library for materials and internet access. Books are shipped out regularly to provide new reading material.

The library also serves as an information center for agency activities and local events.

ALTERNATIVES:

Your Board could choose to not approve the hiring of a Library Specialist for Tecopa, in which case the Library would not be able to remain open.

OTHER AGENCY INVOLVEMENT:

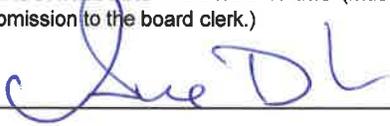
Inyo County Personnel Department

FINANCING:

Sufficient funds are in the Library's 2014-2015 budget for this position.

APPROVALS

Table with 2 columns: COUNTY COUNSEL: and AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)

| | |
|---------------------|---|
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5/11/15</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|-----------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER |
| 21 |

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Award of construction contract for the American Legion Hall Re-Roofing Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Award a Construction Contract for the American Legion Hall Re-Roofing Project to Garcia Roofing, Inc., Bakersfield, CA in the amount of \$58,355.00.
2. Authorize the Board Chairperson to sign the contract, contingent upon Board approval of future budgets and appropriate signatures being obtained; and,
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On April 7, 2015 your Board approved plans and specifications for the American Legion Hall Re-Roofing Project and authorized the Public Works Department to advertise and receive bids for the project. This project was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and will be funded through the 2014-2015 Board adopted Deferred Maintenance Budget.

This project will remove the existing asbestos containing roof materials, make repairs as needed to the existing roof decking material, and install new underlayment materials and asphalt shingles of a similar color and texture to the existing shingles.

On April 29, 2015, one (1) bid was received and opened by the Assistant Board Clerk. This bid has been reviewed by County Counsel and has been deemed responsive to the bid documents (bid tabulation sheet is attached for your review). Garcia Roofing, Inc. submitted a total bid amount of \$58,355.00. Currently, the budget amount for the project is \$65,000.00. The engineer's estimate for the Total Bid project was \$50,000. Per CA Public Contract Code Section 10126(c)(1), the lowest responsive base bid amount shall be used to determine the low bidder. Therefore, the Public Works Department is recommending that the Board award the construction contract to Garcia Roofing, Inc., Bakersfield, CA, in a total bid contract amount of \$58,355.00.

Inyo's contracting preferences for Small Business Enterprises (a portion of County Ordinance No. 1156) applied to the project and Garcia Roofing, Inc., as the sole bidder, did submit the required certification information as a California State or Federal Small Business Enterprise.

ALTERNATIVES:

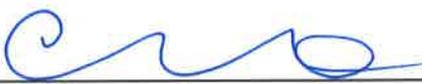
Your Board could choose to not award the contract to Garcia Roofing, Inc., and re-bid the project. This is not recommended as the bid price for the project has been deemed to be competitive by the Public Works Department.

OTHER AGENCY INVOLVEMENT:

County Counsel's Office for review of the bid documents and approval of the contract.
The Auditor's Office for approval of the contract and payments to the contractor.
The Public Works Department for contract administration.

FINANCING:

The project's construction funding is provided for in the County's Deferred Maintenance Budget Unit 011501, Object Code 5191 Maintenance of Structures.

| APPROVALS | |
|--------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/6/15</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/7/2015</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 5/7/15

C O N T R A C T
for the
AMERICAN LEGION HALL RE-ROOFING PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, _____, 2015, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and
Garcia Roofing Incorporated
(herein "CONTRACTOR"), for the construction of the **AMERICAN LEGION HALL RE-ROOFING PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish 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 Contract Documents and within the Time for Completion set forth in the Contract Documents, for:

Title: **AMERICAN LEGION HALL RE-ROOFING PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the following amount, which constitutes the total bid by CONTRACTOR for said Work:

Fifty Eight Thousand three hundred fifty five dollars (\$ 58,355⁰⁰),
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.

3. 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 1070.04 "Definitions"** of the Standard Specifications of the Inyo County Public Works Department, March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable Standard Specifications of the Inyo County Public Works Department, March, 1997 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.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070 Abbreviations, Symbols and Definitions** of the Standard Specifications of the Inyo County Public Works Department, March, 1997.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department 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.

CONTRACT
for the
AMERICAN LEGION HALL RE-ROOFING PROJECT

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: _____

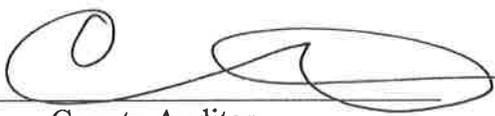
Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

Taxpayer's Identification or
Social Security Number:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO INSURANCE
REQUIREMENTS:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Public Works

FOR THE BOARD MEETING OF: ~~April 28, 2015~~ ^{MAY 12, 2015}

SUBJECT: Lone Pine Substation Resurfacing Project

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the plans and specifications for the Lone Pine Substation Resurfacing Project, located in Lone Pine; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2014-15 Deferred Maintenance Budget, which included funding for the Lone Pine Substation Resurfacing Project, located at 726 N. Main Street, Lone Pine, CA. \$75,000 was identified in the Department requested and CAO recommended 2014-15 budget for this parking lot resurfacing project. This work was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list and will ultimately be funded from the Environmental Public Benefit Funds grant received from the Great Basin Unified Air Pollution Control District.

The pavement at the Lone Pine Substation has large thermal cracks as well as significant alligator cracking. A large portion of the parking lot is also unevenly covered with asphalt grindings. Currently, water from the parking lot drains toward the building. The ADA parking stall is nowhere near current ADA regulations. This project will bring the parking stall up to current standards, allow easier vehicle access into and out of the parking lot and mediate the current drainage issues at the Lone Pine Sheriff's Substation.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as this parking lot has significant cracking issues, drainage problems, access problems, and is not compliant with ADA standards.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications, and permit and inspection.
County Counsel for review of the bid package, contracts and this agenda item.
Auditor for the payment of all invoices.

FINANCING:

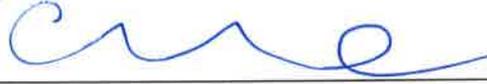
Contingent upon budget amendment being approved from Great Basin APC grant budget unit 610189 to Deferred Maintenance 011501 the project will be paid out of Deferred Maintenance with object code forthcoming.

April 28, 2015

Agenda Request Form: Lone Pine Substation Resurfacing Project

Page 2 of 2

APPROVALS

| | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4-30-15</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/4/2015</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

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



Date: 5/5/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
23

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Selection of an Active Transportation Program Project in Response to a Call for Projects

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit an application for the top ranked project(s).
2. Authorize the Public Works Department and County Counsel's office to enter any agreements necessary to implement the proposed project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Caltrans released a call for ATP projects on March 26th. The applications are required to be submitted to the Caltrans headquarters in Sacramento by June 1, 2015. The projects will compete statewide for funds under the Active Transportation Program.

The project selection criteria are explained in the following pages. The scoring criteria emphasizes scores pedestrian and bicycle projects most highly. Projects that have the potential to increase non-motorized trips and increase safety score most highly. Projects that are also benefit "disadvantaged communities" receive additional points. ATP project applicants are required to pay an 11.47% match. The fund match can be waived if the project meets the criteria for benefitting a "disadvantaged community." The project components are required to be completed in FY 2016-2017, FY 2017-2018, and FY 2018-2019. With the federal requirements to complete each project component, this is an aggressive schedule so the County is advised to pick a relatively simple project.

The "disadvantaged community" definition can be either for a school district or for a census tract has a Median Household Income that is less than 80% of the State average. Based on these factors, staff recommends selecting a bicycle or pedestrian project that benefits a "disadvantaged community" and will benefit as many people as possible.

State Highway or County Roads

The County is an eligible applicant though Caltrans is not. The County could choose to partner with Caltrans to complete a facility on the State Highway. During the last call for projects, Caltrans partnered with the County and submitted two grant applications, the South Lone Pine sidewalk project on the east side of US 395 from Inyo Street to Teya Road and a Meadowfarms Sidewalk project on the north side of North Sierra Highway from Cherry Lane to Matlick Lane. The County submitted a Town to Tract grant application proposing bicycle lanes between the north end of the Rolling Green / Knight Manor subdivision and connecting to N. Main Street in Big Pine. All three of the projects were unsuccessful. Caltrans has tentatively been able to fund the Meadowfarms

sidewalk funds using State Highway Operation and Protection Program (SHOP) funds. At last week’s Board meeting, staff proposed to hire a transportation planning consultant to complete the ATP application. The applications are time-consuming and technical to complete. In general, the County usually seeks to apply for improvements on County roadways. It would be unusual to apply for a project on the State Highway system, though this is possible.

The Public Works Department is looking to complete a Pedestrian Facility plan and that would help in identifying potential pedestrian projects. At this point, it appears that bicycle lane projects are the most feasible for the County. Potential projects are listed below. In staff’s opinion, the Town to Tract project is the project that best addresses the selection criteria among the potential projects on County roads.

| Inyo County ATP Project Priority List | | |
|--|---|---|
| Rank | Project Name and Location | Discussion |
| 1 | Town to Tract Bicycle Lanes (On Reynolds and County Roads from Myrtle Lane to US 395 – 1.7 miles) | In Disadvantaged Community based on school; clear commute nexus between Rolling Green/Knight Manor and Big Pine, appears to be sufficient right of way, ranked as High Priority in the Inyo County Collaborative Bikeways Plan |
| 2 | South Lone Pine Sidewalk project | The entire community of Lone Pine is considered to be a disadvantaged community. This would provide a link to the Lone Pine Paiute Shoshone Reservation and would extend the walkability of downtown Lone Pine. County usually applies for projects on County roads. Caltrans has indicated their staffing levels too low to submit this application. County staff or consultant would need to prepare application. |
| 3 | Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane) | Links future bicycle facility on Sunland with bicycle facility on South Barlow. This would be a good project and would be a helpful link between bicycle facilities. However, the project is not in a disadvantaged community and matching funds would need to be identified. |
| 4 | Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road) | Disadvantaged Community so no match is required, links to existing facility on Tecopa Hot Springs Road, commute link – but small population base |
| 5 | Horseshoe Meadows Road (2.1 miles from Sunset Road to Whitney Portal Road) | Links Alabama Hills Subdivision with Whitney Portal Road Federal Lands Access Program, in Disadvantaged community based on zip code. |
| 6 | Red Hill Road | Links future bicycle facility on Ed Powers Road with bicycle facility on State Route 168. This would be a key project to help bicyclists west of Bishop, however the commute link is not strong. Since the project is not in a disadvantaged community and matching funds would need to be identified. Potentially expensive earthwork required. |
| 7 | Sawmill Road Bicycle Lanes (1.7 miles from Ed Powers Road west to US 395) | Potential recreation facility. Likely will not score well. Not in disadvantaged community |

Program Overview

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs, including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program to:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,

- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits (25% of program), and
- Provide a broad spectrum of projects to benefit many types of active transportation users. Program funding is segregated into three components and is distributed as follows:
 - 50% to the state for a statewide competitive program,
 - 10% to small urban and rural regions with populations of 200,000 or less for the small urban and rural area competitive program, and
 - 40% to Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000 for the large urbanized area competitive program.

ATP Scoring Criteria

Proposed projects will be scored and ranked on the basis of applicant responses to the below criteria. Project programming recommendations may not be based strictly on the rating criteria given the various components of the Active Transportation Program and requirements of the various fund sources.

- Potential for increased walking and bicycling, especially among students, including the identification of walking and bicycling routes to and from schools, transit facilities, community centers, employment centers, and other destinations; and including increasing and improving connectivity and mobility of non-motorized users. (0 to 30 points)
- Potential for reducing the number and/or rate of pedestrian and bicyclist fatalities and injuries, including the identification of safety hazards for pedestrians and bicyclists. (0 to 25 points)
- Public participation and Planning. (0 to 15 points)

Identification of the community-based public participation process that culminated in the project proposal, which may include noticed meetings and consultation with local stakeholders. Project applicants must clearly articulate how the local participation process (including the participation of disadvantaged community stakeholders) resulted in the identification and prioritization of the proposed project.

For projects costing \$1 million or more, an emphasis will be placed on projects that are prioritized in an adopted city or county bicycle transportation plan, pursuant to Section 891.2, pedestrian plan, safe routes to school plan, active transportation plan, trail plan, or circulation element of a general plan that incorporated elements of an active transportation plan. In future funding cycles, the Commission expects to make consistency with an approved active transportation plan a requirement for large projects.

- Improved public health through the targeting of populations with high risk factors for obesity, physical inactivity, asthma or other health issues, with a description of the intended health benefits of the proposed project. (0 to 10 points)
- Benefit to disadvantaged communities. (0 to 10 points)

Applicants must follow the California Transportation Commission 2015 ATP Guidelines and:

- Demonstrate how the project connects the disadvantaged community(ies) to commonly identified resources or amenities such as medical facilities, employers, parks, community centers and grocery stores.
- Provide a map that delineates the specific disadvantaged census tract(s) or school(s) that will benefit from the project in relationship to the project site.
- Cost-effectiveness. (0 to 5 points)

Applicants must:

- Discuss the relative costs and benefits of the range of alternatives considered.
- Quantify the safety and mobility benefit in relationship to both the total project cost and the funds provided.

- Leveraging of non-ATP funds on the ATP project scope proposed. (0 to 5 points)
- Use of the California Conservation Corps or a qualified community conservation corps, as defined in Section 14507.5 of the Public Resources Code, as partners to undertake or construct applicable projects in accordance with Section 1524 of Public Law 112-141. Points will be deducted if an applicant does not seek corps participation or if an applicant intends not to utilize a corps in a project in which the corps can participate. (0 or to -5 points)

The competitive nature of the ATP program has made this program problematic for Inyo County. The Transportation Enhancement program was much more user-friendly for Inyo County.

ALTERNATIVES:

- 1) The Board could an alternate project or identify a new project. It is recommended to keep in mind the selection criteria in identifying new projects. It is also recommended that proposed projects not require the acquisition of additional right of way as this might make implementation of the project infeasible during the required program years.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to provide additional information. This is not recommended as the consultant need direction as to which project to apply for to be able to submit a competitive application in a timely manner.

OTHER AGENCY INVOLVEMENT:

1. Caltrans, the California Transportation Commission, and the Federal Highway Administration have the discretion to select and to fund a variety of different types of ATP projects.
2. In the event of a successful grant application, Caltrans would reimburse the County for work performed on the project.

FINANCING:

Time to complete this staff report is funded by the LTC Overall Work Program. No other budget related actions are required. Given that the proposed County project is in an area considered to be a disadvantaged community, no matching funds will be required. If funding is programmed for a new project, the funding for it will be incorporated in an upcoming budget.

| APPROVALS | |
|--------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: _____ ✓ Date <u>04/23/13</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5/1/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

24

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Project lists of County transportation projects to be included in the update of the Inyo County Local Transportation Commission Regional Transportation Plan

DEPARTMENTAL RECOMMENDATIONS:

Your Board is being requested to review the list of projects included in the Regional Transportation Plan and provide feedback to staff on whether or not any additional projects should be considered.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Local Transportation Commission (LTC) is required to update its Regional Transportation Plan (RTP) every five years. The last update was finished in 2009. A required part of the RTP is to create an Action Element that lists potential projects that agencies in the region may consider in the next 20 years. In order to be considered for some potential funding sources such as the Regional Transportation Improvement Program, the project must be listed in the Action Element of the RTP. The LTC is able to amend the RTP to include additional projects for various funding opportunities, though there are time limitations related to the submittal of some grants so this is only recommended as a last resort. The LTC is encouraged to have the project lists be financially constrained, though this is not required. The action element includes the following project lists:

- Table 17 – Short Term List of Funded Projects (to be implemented in 0 to 5 years). This list is fixed and can't be changed unless there is an omission or a correction.
- Table 18 – Mid Term List (projects to be implemented in 0 to 10 years). These are the projects that would be moved forward for funding under the State Transportation Improvement Program.
- Table 19 – Long Term List (project to be implemented in 0 to 20 years). This list is similar to the mid term list.
- Table 20 – Highway Bridge Program Projects
- Table 21 – Financially Unconstrained Projects. Projects in this grouping include needed future projects that may qualify for a variety of grant sources.
- Table 22 – Public Transit Projects
- Table 23 – Funded alternative transportation projects. This list is fixed and can't be changed unless there is an omission or a correction.
- Table 24 – Active Transportation Program (unfunded project list - Part 1). This and Table 25 show a large number of potential projects and rate the projects as being Low, Medium, and High priority. The Board could choose to change the priority ranking of any of these projects or add additional projects to the list.
- Table 25 – Active Transportation Program (unfunded project list – Part 2)

Staff encourages your Board to review the project lists and to provide feedback to staff.

Per a request of the California State Association of Counties (CSAC), Public Works Department staff developed a "Local Streets and Roads Five Year Pavement Improvement Plan." Since the local streets and roads funds part of Proposition 1B have sunsetted, CSAC is proposing a new source of funding. This list of projects assumed that \$11.143 million would be available to Inyo County over a five-year program. In addition, it was assumed that the County could complete some Chip Seal and Overlay projects with its Road Department personnel in house and the roadway reconstruction projects would be contracted. This document was put together in a specific format where CSAC could transfer the potential projects onto some maps to show what the new source of funding would accomplish. Staff is adding this document to the Regional Transportation Plan so that the County will have a head start in the event the new road funding source comes through. The Board will have the opportunity to approve projects for this fund source in the event tha the State approves this or a similar legislative action.

ALTERNATIVES:

The Board could not choose to: 1) vary the County projects described in the project lists or change the priority of bikeways projects in Inyo County.

OTHER AGENCY INVOLVEMENT:

(1) California Department of Transportation (Caltrans). The RTP needs to comply with State requirements for RTPs and the document and an accompanying CEQA document will be released for public review and comment.

FINANCING:

No budget action is required by this agenda item. The Inyo County LTC uses Regional Planning Assistance and Planning Programming & Monitoring funds to cover the consultant contract required to complete the update to the Regional Transportation Plan.

| APPROVALS | |
|--------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____ |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

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

 Date: 5/11/15

**TABLE 17: Inyo County Top Priority Funded Regional Roadway
Currently Programmed Projects in STIP or grant funded**

| Priority ⁽¹⁾ | Route | Specific Location | Proposed Project Description | Construct Year | Total Cost (1,000s) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|-----------------------|---|--|----------------|---------------------|-------------------|-----------------------|------------------|--------------------|
| State - MOU | | | | | | | | | |
| 1 | US 395 | Olancha to Cartago | 4 - lane expressway from PM 29.2 to 41.8 (2) | 2018 | Prior Funding | STIP / ITIP / MOU | S, M/A | C | 2 |
| 1 | SR 14 | Kern County - Freeman Gulch - Segment 1 | 4 - lane expressway (funded through CON) | 2016 | Prior Funding | STIP / ITIP / MOU | S, M/A | C | 2 |
| 1 | SR 14 | Kern County - Freeman Gulch - Segment 2 | 4 - lane expressway (funded through ROW) | 2016 | Prior Funding | STIP / ITIP / MOU | S, M/A | C | 2 |
| County | | | | | | | | | |
| 1 | West Bishop Roadways | Pa Me Lane and other residential streets | Roadway reconstruction | 2016 | Prior Funding | STIP | SP | SP | 1 |
| 1 | South Bishop Roadways | Sunland Road, Sunland Indian Reservation Road | Roadway reconstruction - 4.3 miles | 2015 | Prior Funding | STIP | SP | SP | 1 |
| 1 | Whitney Portal Rd | Whitney Portal Rd | Reconstruct | 2016 | Prior Funding | FLAP | SP | SP | SP |
| 1 | Rock Creek Rd | Mono with one mile section in Inyo County | Reconstruct | 2015 | Prior Funding | FLAP | SP | SP | SP |
| | | | | | Total Cost | \$0 | | | |

Source: 2014 Summary of STIP County Shares or grant specific source

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years

Note 2: Cost estimate includes iCLTC RIP funds. Does not include ITIP, Kern COG, and Mono LTC RIP funds.

Note 3: FLAP = Federal Lands Access Program

**TABLE 18: Inyo County Regional Roadway Projects
Mid-Term - 0 - 10 years**

| Priority ⁽¹⁾ | Route | Specific Location | Proposed Project Description | Construct Year | 2010 Cost | Total Cost (1,000s)(2) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|--|--|--|----------------|-----------|---------------------------|-------------------|-----------------------|------------------|--------------------|
| State - MOU | | | | | | | | | | |
| 2 | SR 14 | Kern County - Freeman Gulch Segment 2 Construction | 4-lane expressway | TBD | | \$2,500 | STIP / ITIP / MOU | S, M/A | C | 2 |
| 2 | SR 14 | Kern County - Freeman Gulch Segment 3 all phases | 4-lane expressway | TBD | | \$5,000 | STIP / ITIP / MOU | S, M/A | C | 2 |
| 2 | US 395 | Mono County (Bridgeport area passing lanes | Passing lanes in both directions at two locations | TBD | | \$2,000 | STIP / ITIP / MOU | S, M/A | C | 2 |
| County | | | | | | | | | | |
| 2 | Lone Pine Town Rehabilitation Project | Several roadways within townsite | Reconstruct roadway with transverse cracks and uneven surface | TBD | \$2,210 | \$2,871 | STIP | SP | SP | 1 |
| 2 | Trona-Widrose Rd | 0.5 mile section from San Bernardino County Line | Level out uneven road surface (dips) on high speed rural road | TBD | | \$500 | STIP | S | SP | 1,2 |
| 2 | Sawmill Rd | Sawmill Rd | Rehabilitation - transverse cracks Possible bicycle lane | TBD | | \$2,000 | STIP | SP, S | SP | 1,5 |
| 2 | Alabama Hills Rehabilitation Project | Streets in Alabama Hills Residential Area | Rehabilitation - transverse cracks | TBD | | \$2,000 | STIP | SP | SP | 1 |
| 2 | Poleta Rd / East Line Street Joint City/County | Poleta Rd / East Line Street | Bridge replacement for structurally deficient bridge which does not qualify for HBP funding | TBD | | \$1,500 | STIP | S | SP | 1,3 |
| 2 | Glacier Lodge Rd | From US 395 to road end | Reconstruct | TBD | | \$1,000 | STIP FLAP match | SP | SP | 1 |
| 2 | South Lake Rd | From SR 168 to road end at South Lake | Reconstruct, add turn lanes, bicycle lanes | TBD | | \$1,000 | STIP FLAP match | SP | SP | 1 |
| 2 | Onion Valley Rd | From west end of Independence to road end | Reconstruct | TBD | | \$1,000 | STIP FLAP match | SP | SP | 1 |
| City | | | | | | | | | | |
| 2 | Warren St Improvements Phase 2 | Warren Street | Pavement, curb, gutter, amenities | TBD | \$4,000 | \$4,000 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 2 | East Line St Improvements | East Line St | Rehabilitate pavement, construct curb, gutter, and sidewalk, improve drainage | TBD | \$2,600 | \$2,600 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 2 | Short Street Improvements Phase 1 | Short St | Rehabilitate pavement, construct curb, gutter, and sidewalk, improve drainage as practical West of Seden | TBD | \$600 | \$600 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 2 | Third St Improvements | Third St | Rehabilitate pavement, curb, gutter, sidewalk, drainage along Third South to Pine | TBD | \$2,000 | \$2,598 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 2 | May St Improvements | May St | Rehabilitate pavement, curb, gutter, sidewalk along May Main to Hanby | TBD | \$2,000 | \$2,598 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 2 | Wye Road (Joint City/County) | Wye Road Extension to Bishop Airport | New access to Bishop Airport, possibly to correspond with other airport improvements | TBD | \$2,000 | \$3,000 | STIP | M/A, S | C | 3,7 |
| 2 | Alley Rehabilitation | Misc City of Bishop | Rehabilitate alley pavement and improve drainage | TBD | \$2,400 | \$3,117 | STIP | SP | SP | 2 |
| | | | | | | Total Cost | | | | \$30,384 |

Source: Inyo County, City of Bishop
 Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years
 Note 2: Construction costs adjusted to reflect 10 years of inflation based on the growth of the CPI from 1995 - 2015

TABLE 19: Inyo County Regional Roadway Projects
Long-Term - 10 - 20 years

| Priority ⁽¹⁾ | Route | Specific Location | Proposed Project Description | Construct Year | Total Cost (1,000s) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|--------------------------------------|--------------------------------|---|----------------|---------------------|-------------------|-----------------------|------------------|--------------------|
| County | | | | | | | | | |
| 3 | Nine Mile Canyon Rd | Nine Mile Canyon Rd | Reconstruct | TBD | \$1,000 | STIP FLAP Match | SP | SP | 1 |
| 3 | South Barlow Lane | South Barlow Lane / Reata Road | Rehabilitation - transverse cracks Possible bicycle lane | TBD | \$2,251 | STIP | SP, S | SP | 1,5 |
| 3 | Mummy Lane | Mummy Lane Bridge | Deteriorating bridge, does not qualify for regular bridge program funds | TBD | \$1,500 | STIP, HSIP, Local | S, SP | SP | 1,3 |
| 3 | West Bishop Phase II | McLaren and other streets | Reconstruct roadway - transverse cracks | TBD | \$3,000 | STIP | SP | SP | 1,3 |
| 3 | Independence Rehabilitation Phase II | Town streets in Independence | Reconstruct roadway - transverse cracks | TBD | \$2,000 | STIP | SP | SP | 1,3 |
| City | | | | | | | | | |
| 3 | Willow Street Improvements | Willow St | Rehabilitate pavement, curb, gutter, sidewalk along Willow Main to Hanby | TBD | \$3,374 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | Iris Street Improvements | Iris St | Rehabilitate pavement, curb, gutter, sidewalk | TBD | \$422 | STIP | SP, S, M/A | | 2,3,5 |
| 3 | Clarke Street Improvements | Clarke St | Rehabilitate pavement, curb, gutter, sidewalk along Clarke Main to Third | TBD | \$1,687 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | Short Street Improvements Phase 2 | Short St | Rehabilitate pavement, const curb, gutter, and sidewalk, imp drainage as practical east of Second | TBD | \$1,012 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | Moffet Street Improvements | Moffet St | Rehabilitate pavement, curb, gutter, sidewalk | TBD | \$844 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | West Yaney Improvements | Yaney St | Rehabilitate pavement, construct continuous curb, gutter, and sidewalk, improve drainage | TBD | \$2,700 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | Church Street Improvements | Church St | Rehabilitate pavement, construct continuous curb, gutter, and sidewalk as practical | TBD | \$844 | STIP | SP, S, M/A | SP, M | 2,3,5 |
| 3 | Fowler Extension | Fowler St | Extend Fowler to Sierra Street | TBD | \$3,374 | STIP | M/A | C | 2 |
| 3 | See Vee Extension | See Vee Lane | Signalize and extend See Vee Lane (joint with County and Caltrans) | TBD | \$5,905 | STIP | S, M/A | C | 1,3 |
| 3 | Sierra Street Extension | Sierra St | Extend Sierra Street to See Vee Lane | TBD | \$5,062 | STIP | S, M/A | C | 1,3 |
| 3 | Wye Road Intersection | Wye Rd | Improve intersections with Highway 6 and highway 395 (joint with Caltrans) | TBD | \$3,374 | STIP | S, M/A | C | 1,3 |
| 3 | First Street Improvements | First St | Drainage, pavement, curb, gutter, sidewalk | TBD | \$844 | STIP | S, M/A | SP | 1,3,5 |
| 3 | West Pine Street Improvement | West Pine St | Rehabilitate pavement, continuous curb, gutter, and sidewalk, improve drainage Home to Main | TBD | \$2,970 | STIP | S, M/A | SP, M | 1,3,5 |
| 3 | Sneden Street Improvement | Sneden St | Rehabilitate pavement, continuous curb, gutter, and sidewalk, improve drainage South to Line | TBD | \$1,654 | STIP | S, M/A | SP, M | 1,3,5 |
| 3 | Rome Drive Extension | Rome Drive | Extend Rome Drive west to A Street and east to Main Street and realign Park Street at Main | TBD | \$5,062 | STIP | M/A | C | 3 |
| Total Cost | | | | | \$48,878 | | | | |

Source: Inyo County, City of Bishop

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

Note 2: Construction costs adjusted to reflect 20 years of inflation based on the growth of the CPI from 1995 - 2015

TABLE 20: Inyo County Regional Highway Bridge Program Projects

| Priority ⁽¹⁾ | Funding Source | Project Proponent | Location | Project Description | Total Cost (\$1,000) ⁽²⁾ | Construction Year | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|----------------|-------------------|---------------------------|---|-------------------------------------|-------------------|----------------|-----------------------|------------------|--------------------|
| 1 | HBP | City/County | East Line Street Bridge | Replace bridge over Bishop Creek Canal | \$2,849 | 2020 | HBP | SP, S | SP | 1 |
| 1 | HBP | County | Carroll Creek Road Bridge | Replace bridge | \$3,500 | 2020 | HBP | SP, S | SP | 1 |
| 1 | HBP | County | Oak Creek Road Bridge | Replace bridge | \$3,500 | 2020 | HBP | SP, S | SP | 1 |
| 1 | HBP | County | Walker Creek Road Bridge | Replace Bridge No. 48C-39, across the Los Angeles Aqueduct. The existing one-lane, 9-foot wide bridge will be replaced with a 28 foot wide bridge | \$4,217 | 2020 | HBP | SP, S | SP | 1 |
| 2 | HBP | County | Fall Creek Road Bridge | Replace bridge | \$4,546 | 2025 | HBP | SP, S | SP | 1 |
| 3 | HBP | County | All bridge locations | Replace all bridges on County's bridge list that are structurally deficient/functionally obsolete | \$33,745 | TBD | HBP | SP, S | SP | 1 |
| Total Cost | | | | | \$52,357 | | | | | |

Source: Inyo County, City of Bishop

Note 1: Priority: 1 = Funded/potential construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years

Note 2: Construction costs adjusted to reflect inflation based on the growth of the CPI from 1995 - 2015

TABLE 21: Inyo County Regional Roadway Projects
Financially Unconstrained

| Priority ⁽¹⁾ | Location | Proposed Project Description | Construct Year | Total Cost (1,000s)(2) | Funding Source | Performance Indicator | Corresponding Goal |
|-------------------------|--|--|----------------|------------------------|---------------------|-----------------------|--------------------|
| County | | | | | | | |
| U | Old Spanish Trail Highway | Reconstruct roadway - transverse cracks | TBD | \$24,026 | FLAP | SP | 1 |
| U | Sage Flat Rd | Reconstruct first mile of Sage Flat Rd and Olancha town streets | TBD | \$4,368 | FLAP | SP | 1,3 |
| U | Pine Creek Road | Reconstruct - From US 395 to Rovana | TBD | \$2,485 | FLAP | SP | 1,3 |
| U | Glacier Lodge Road | Reconstruct - From US 395 to Glacier Lodge | TBD | \$12,000 | FLAP | SP | 1 |
| U | Onion Valley Road | Reconstruct - From US 395 to Onion Valley | TBD | \$15,000 | FLAP | SP | 1,3 |
| U | Upper Horseshoe Meadows Road | Reconstruct - From first turn to Horseshoe Meadows recreational areas | TBD | \$12,000 | FLAP | SP | 1,3 |
| U | Lower Horseshoe Meadows Road | 2" overlay - From Whitney Portal Road to 1st turn, bicycle lanes from Whitney Portal to Sunset | TBD | \$12,000 | FLAP / Local | SP | 1,3 |
| U | South Lake Road | Reconstruct, add turn lanes, bicycle lanes to South Fork | TBD | \$7,000 | FLAP | SP | 1,3 |
| U | Ninemile Canyon Road Rehabilitation Project | Reconstruct, add additional guardrail | TBD | \$8,000 | FLAP | SP | 1,3 |
| U | Pine Creek Road | Reconstruct - From US 395 to Rovana | TBD | \$2,485 | FLAP | SP | 1,3 |
| U | Various | Provide surface treatment every 10 years and repaving/reconstruction every 20 years | Ongoing | NA | STIP | SP | 1,3 |
| U | Butcher Lane | Reconstruct | TBD | NA | IRR | SP | 1,3 |
| U | Bishop & Big Pine Roadway Restoration Phase I | 2" AC overlay on 8.2 miles of County maintained roads in and around Bishop & Big Pine | TBD | \$1,556 | Prop 1B equivalent | SP | 1,3 |
| U | Bishop & Big Pine Roadway restoration Phase II | Chip seal on 31.4 miles of road in and around Bishop & Big Pine | TBD | \$981,000 | Prop 1B equivalent | SP | 1,3 |
| U | Old Spanish Trail Highway | Chip seal on the entire 30 mile length from SR 127 to the NV border | TBD | \$750,000 | Prop 1B equivalent | SP | 1,3 |
| U | Lone Pine roadway restoration project | 2" AC overlay on 6.7 miles of roadway in Lone Pine & the Alabama Hills subdivision | TBD | \$1,698 | Prop 1B equivalent | SP | 1,3 |
| U | Independence area roadway improvement project | 2" AC overlay on 6.0 miles of roadway on rural roads near Independence | TBD | \$978 | Prop 1B equivalent | SP | 1,3 |
| U | Ninemile Canyon Road Rehabilitation Project | 2" AC overlay on a 6.0 mile stretch of Ninemile Canyon Road | TBD | \$950 | FLAP Prop 1B equiv. | SP | 1,3 |
| U | Olancha, Cartago, & Darwin Road Rehabilitation Project | 2" AC overlay on 1.9 miles of road located near these rural communities | TBD | \$282 | Prop 1B equivalent | SP | 1,3 |
| U | West Bishop Road Reconstruction Phase II | Reconstruct 2.0 miles of streets in the Lazy A & Meadows Farms subdivisions | TBD | \$1,744 | STIP | SP | 1,3 |
| City | | | | | | | |
| U | A Street | Construct new street between Line Street and North Sierra Highway (joint with Tribe) | TBD | \$10,123 | STIP | M/A | 3 |
| U | Lagoon Street Extension | Extend Lagoon Street to Sunland Drive | TBD | \$2,531 | STIP | M/A | 3 |
| U | South Street West | Extend South Street to Sunland Drive | TBD | \$3,374 | STIP | M/A | 3 |
| U | Hanby Extension | Extend Hanby to Wye Road | TBD | \$5,062 | STIP | M/A | 3 |
| U | West Jay Street Extension | Extend Jay Street west to Sunland Avenue | TBD | \$5,062 | STIP | M/A | 3 |
| U | North Second Connections | Connect and extend North Second Street between East Line Street and Hanby Avenue | TBD | \$2,531 | STIP | M/A | 3 |
| U | See Vee Extension | Extend See Vee Lane to Jay Street | TBD | \$8,436 | STIP | M/A | 3 |
| U | Grove/Pine Realignment | Realign Grove Street and Pine Street at Main Street and signalize | TBD | \$13,498 | STIP | M/A | 3 |
| U | Wye Road Improvements | Rehabilitate pavement, construct curb, gutter, and sidewalk on south side west of Spruce | TBD | \$1,350 | STIP | M/A | 3 |
| U | West Park Street | Realign Park/Main intersection and construct street to connect at Rome and Home | TBD | \$5,062 | STIP | M/A | 3 |
| | | | | Total Cost | \$1,894,802 | | |

Source: Inyo County, City of Bishop

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

Note 2: Construction costs adjusted to reflect 20 years of inflation based on the growth of the CPI from 1995 - 2015

TABLE 22: Inyo County Regional Public Transit Projects

| Priority ⁽¹⁾ | Proposed Project Description | Construct Year | Total Cost (1,000s)(2) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|--|------------------------|------------------------|-----------------|-----------------------|------------------|--------------------|
| 1 | Continual Fleet Replacement | Beginning FY 2017 - 18 | NA | PTMISEA/ FTA | SP | SP | 4 |
| 2 | Phase I Operations and Maintenance Facility Improvements Bus Parking Improvements | TBD | NA | STIP | SP | SP | 4 |
| 3 | Phase II Operations and Maintenance Facility Improvements Construct New Administrative and Operations Facility | TBD | NA | STIP | SP | SP | 4 |

Source: ESTA

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 5 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

TABLE 22: Inyo County Regional Public Transit Projects

| Priority ⁽¹⁾ | Proposed Project Description | Construct Year | Total Cost (1,000s)(2) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|---|------------------------|------------------------|-----------------|-----------------------|------------------|--------------------|
| 1 | Continual Fleet Replacement | Beginning FY 2017 - 18 | NA | PTMISEA/ FTA | SP | SP | 4 |
| 2 | Phase I Operations and Maintenance Facility Improvements Bus Parking Improvements | TBD | NA | STIP | SP | SP | 4 |
| 3 | Phase II Operations and Maintenance Facility Improvements Construct New Administrative and Operations Facility | TBD | NA | STIP | SP | SP | 4 |

Source: ESTA

Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 5 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

TABLE 23: Inyo County Active Transportation Funded Projects

| Priority ⁽¹⁾ | Route | Specific Location | Proposed Project Description | Construction Year | Total Cost (1,000s) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-------------------------|----------------|--------------------------------------|---|-------------------------|-------------------------|----------------|-----------------------|------------------|--------------------|
| State | | | | | | | | | |
| 1 | Bishop Area | Northside of West Line St. | Sidewalk - 3/4 mile of 6 ft sidewalk with curb and gutter | 2015 | \$1,419 | STIP TE | S, MA | M | 5 |
| County | | | | | | | | | |
| 1 | Bishop Area | Sunland Drive | Bicycle lanes - 3.8 miles of 4 ft wide Class III (combined with South Bishop Resurfacing STIP project | 2015 | \$670 | STIP TE | S, M/A | M | 5 |
| 1 | Bishop Area | Ed Powers Road | Bicycle lanes - 1.4 miles of 4 ft wide Class III | 2015 | \$463 | STIP TE | S, M/A | M | 5 |
| 1 | Independence | Dehy Park near Independence | Path through park with interpretive material | 2016 | \$650 | STIP TE | S, M/A | M | 5 |
| 1 | Lone Pine Area | Bicycle lanes on Whitney Portal Road | Class III bicycle lanes from Tuttle Creek Rd to Horseshoe Meadows Rd | See Whitney Portal FLAP | See Whitney Portal FLAP | FLAP | S, M/A | M | 5 |
| City | | | | | | | | | |
| 1 | City of Bishop | Seibu to School Bike Path | Class 1 facility from Keough St to Bishop Paiute tribe boundary | 2016 | \$480 | STIP TE | S, M/A | M | 5 |
| | | | | | Total Cost | \$3,682 | | | |

Source: Inyo County, City of Bishop
 Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/ high priority potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

TABLE 24: Inyo County Unfunded Active Transportation Projects - Part 1

| Priority ⁽¹⁾ | Location | Proposed Project Description | Total Cost (1,000s) | Funding Source | Performance Indicator | Purpose and Need | Corresponding Goal |
|-----------------------------------|-----------------|--|---------------------|----------------|-----------------------|------------------|--------------------|
| County | | | | | | | |
| U | Big Pine | Town to Tract Class II/III Bicycle Lanes - 1.7 miles On Reynolds and County Roads from Myrtle Lane to US 395 | NA | ATP | S, M/A | M | 5 |
| U | Bishop Area | Meadow Farms North Sidewalk (0.23 miles of sidewalk on the north side of US 395 or North Sierra Highway from Cherry Lane to the art store) | NA | ATP | S, M/A | M | 5 |
| U | Lone Pine | South Lone Pine Sidewalk (0.45 miles of sidewalk on one side of US 395 from end of sidewalk near LADWP to Teya Road) | NA | ATP | S, M/A | M | 5 |
| U | Bishop Area | Class II/III Bicycle Lanes Sawmill Road (1.7 miles from Ed Powers Road west to US 395) | NA | ATP | S, M/A | M | 5 |
| U | Bishop Area | Class II/III Bicycle Lanes Schober Lane (1.1 miles between Barlow Lane and Sunland Lane) | NA | ATP | S, M/A | M | 5 |
| U | Lone Pine | Class II/III Bicycle Lanes Horseshoe Meadows Road (2.1 miles from Sunset Road to Whitney Portal Road) | NA | ATP | S, M/A | M | 5 |
| U | Bishop Area | Class II/III Bicycle Lanes on Red Hill Road from Ed Powers Rd to SR 168 | \$700 | ATP | S, M/A | M | 5 |
| U | Tecopa | Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road) | NA | ATP | S, M/A | M | 5 |
| Death Valley National Park | | | | | | | |
| U | Death Valley NP | Class II/III bicycle lanes on SR 190 from Cow Creek Rd to the Furnace Creek Inn | NA | ATP/FLAP | S, M/A | M | 5 |
| U | Death Valley NP | Class II/III bicycle lanes on SR 190 from Cow Creek Rd to Stovepipe Wells Resort | NA | ATP/FLAP | S, M/A | M | 5 |
| U | Death Valley NP | Class II/III bicycle lanes on Badwater Road from SR 190 to Badwater | NA | ATP/FLAP | S, M/A | M | 5 |
| City | | | | | | | |
| U | City of Bishop | Spruce Yaney Hanby Sidewalks - Along Spruce, west of Hanby, south side of Yaney at City Park | \$1,000 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Fowler Sidewalk - Provide continuous curb, gutter, sidewalk | \$980 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Academy Sidewalk - Provide continuous curb, gutter, sidewalk | \$400 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Bike Path Rehab - Reconstruct bike path between Sierra Street and North Sierra Highway | \$250 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Sierra Street Sidewalk- Construct sidewalk along at least the north side of Sierra between Main and Home | \$300 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Hanby Sidewalks - Curb, gutter, and sidewalk Line to Pine | \$500 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Diaz to School Class I Bike Path - Diaz Lane to elementary schools | \$1,000 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Sierra to School Path - Extend Class 1 bike path from Sierra Street to elementary schools | \$400 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Hobson to Coats Path - Class 1 bike path/pedestrian path from Hobson Street to Coats Street | \$450 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Home St. Connection - Class I path west of elementary schools to Home Street School campus | \$500 | ATP | S, M/A | M | 5 |
| U | City of Bishop | North Fork of Bishop Creek - Improve path along North Fork Bishop Creek between Highway 6 and Bishop Creek Canal | \$50 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Bishop to Chalk Bluffs Path - Improve highway and water crossings Sierra Street to Chalk Bluffs Road along Bishop Canal | \$750 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Pine to Canal Path - Class 1 bike path from East Pine street to east side of Bishop Creek Canal | \$500 | ATP | S, M/A | M | 5 |
| U | City of Bishop | Bishop to Laws Path - Improve water crossings Bishop to Laws on proposed rail alignment | \$1,000 | ATP | S, M/A | M | 5 |
| Total Cost | | | \$8,080 | | | | |

Source: Inyo County, City of Bishop
 Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

Table 24: Inyo County Regional Unfunded Bicycle Facility Projects -- Part 2

| Priority ⁽¹⁾ | Location | Facility | From | To | Proposed Project Description | Priority | Feet | Miles | Performance Indicator | Purpose and Need | Corresponding Goal |
|--------------------------|------------------------|--|---|--|--|----------|---------|-------|-----------------------|------------------|--------------------|
| Class I | | | | | | | | | | | |
| U | Bishop area | Sunrise Ln/Longview Dr Connector | Sunrise Ln | Schoeber Ln | Extend path north of Schoeber Lane bend. Obtain easements and add path connections to these streets. | L | 1,360 | 0.3 | S, M/A | M | 5 |
| Class II (or III) | | | | | | | | | | | |
| U | Bishop area | CA 168 (West Line Street) | US 395 | Cerro Coso Community College | Add shoulders at least 6' wide and signage between current end of shoulders west of Bishop, to Ed Powers Road | H | 25,373 | 4.8 | S, M/A | M | 5 |
| U | Bishop area | Collins Rd | Gerkin Rd | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 3,700 | 0.7 | S, M/A | M | 5 |
| U | Bishop area | Diaz Ln | N Barlow Ln | N See Vee Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 2,660 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | Dixon Ln | Saniger Ln | US 6 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 6,683 | 1.3 | S, M/A | M | 5 |
| U | Bishop area | E Yaney St | Spruce St | Hanby Ave | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 639 | 0.1 | S, M/A | M | 5 |
| U | Bishop area | Ed Powers Rd | US 395 | CA 168 | Expand shoulder - add shoulder stripes or bike lanes. | H | 12,686 | 2.4 | S, M/A | M | 5 |
| U | Bishop area | Five Bridges Rd | Jean Blanc Rd | US 6 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 9,701 | 1.8 | S, M/A | M | 5 |
| U | Bishop area | Hanby Ave | E Yaney St | E Line St | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 2,961 | 0.6 | S, M/A | M | 5 |
| U | Bishop area | Main St (US 395)/US 6 | Dixon Ln | Sunland Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 26,928 | 5.1 | S, M/A | M | 5 |
| U | Bishop area | N Barlow Ln | US 395 | SR 168 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 5,250 | 1 | S, M/A | M | 5 |
| U | Bishop area | N Barlow Ln | Bar M Ln | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. Rehabilitate existing facilities. | H | 2,495 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | N See Vee Ln | US 395 | SR 168 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 5,256 | 1 | S, M/A | M | 5 |
| U | Bishop area | N Tu Su Ln | US 395 | SR 168 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 5,219 | 1 | S, M/A | M | 5 |
| U | Bishop area | Pine Creek Rd | N Round Valley Rd | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 8,970 | 1.7 | S, M/A | M | 5 |
| U | Bishop area | Poleta Rd | Canal bridge | Airport Rd | Existing shoulder wide enough for Class 3 facility, add signage. | H | 5,280 | 1 | S, M/A | M | 5 |
| U | Bishop area | Reata Rd | SR 168 | Coyote Valley Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 5,952 | 1.1 | S, M/A | M | 5 |
| U | Bishop area | Red Hill Rd | Ed Powers Rd | SR 168 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 6,921 | 1.3 | S, M/A | M | 5 |
| U | Bishop area | N/S Round Valley Rd | Birchim Ln | Sawmill Rd | Existing shoulder wide enough for Class 3 facility, add signage. | M | 39,070 | 7.4 | S, M/A | M | 5 |
| U | Bishop area | Saniger Ln | Dixon Ln | Bar M Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. Rehabilitate existing facilities. | H | 3,503 | 0.7 | S, M/A | M | 5 |
| U | Bishop area | Spruce St | Wye Rd | E Yaney St | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 2,270 | 0.4 | S, M/A | M | 5 |
| U | Bishop area | Sunland Ln | SR 168 | S Main St | Expand shoulder. Overlay to improve pavement quality. Stripe shoulders from W. Line Street to Gerkin Lane and US 395. | H | 20,167 | 3.8 | S, M/A | M | 5 |
| U | Bishop area | Sunrise Ln | S Barlow Ln | End | Expand shoulder - add shoulder stripes or bike lanes and signage. | L | 2,572 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | Underwood Ln | Reata Rd | S Barlow Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 4,609 | 0.9 | S, M/A | M | 5 |
| U | Bishop area | US 395 | N Barlow Ln | US 6 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 8,300 | 1.6 | S, M/A | M | 5 |
| U | Bishop area | US 6 | Dixon Ln | Silver Canyon Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 14,258 | 2.7 | S, M/A | M | 5 |
| U | Bishop area | Wye Rd | US 395 | Spruce St | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 2,410 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | Lower Rock Creek Road | Birchim Ln/Pine Creek Rd. | Mono County Line | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 12,158 | 2.3 | S, M/A | M | 5 |
| U | Bishop area | Route signage for "Laws - Warm Springs" loop route | | Loop ride east of Bishop | Add bike route signs with directions and distances at turns, for example "Laws Railroad Museum - 2" | L | 100,850 | 19.1 | S, M/A | M | 5 |
| U | Bishop area | Downtown commercial district circulation alternatives | Westerly US 395 Alternate | through main street Bishop | Bike route with signage, and optionally Shared Roadway Bicycle Markings, on Fowler, Grove, Pine, Third, and South Streets. | M | N/A | N/A | S, M/A | M | 5 |
| U | Bishop area | E Line St | S Main St | Canal bridge | Existing shoulder wide enough for Class 3 facility, add signage. | H | 2,640 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | Gerkin Rd | Sierra Bonita | Collins Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 2,640 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | US 395 | Inyo/Mono County line | Barlow Ln | Add shoulder stripes or bike lanes, share the road signage. | M | 61,250 | 11.6 | S, M/A | M | 5 |
| U | Bishop area | S Barlow Ln | Underwood Ln | Schoeber Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 530 | 0.1 | S, M/A | M | 5 |
| U | Bishop area | S Barlow Ln | S end of Class I facility | Underwood Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 2,640 | 0.5 | S, M/A | M | 5 |
| U | Bishop/Big Pine area | US 395 | Sunland Dr | County Rd, SR 168E | Add shoulder stripes or bike lanes, share the road signage. | M | 60,720 | 11.5 | S, M/A | M | 5 |
| U | Bishop area | Eastside Rd | Poleta Rd | Warm Springs Rd | Expand shoulder, stripe/bike lanes or signage | L | 11,584 | 2.2 | S, M/A | M | 5 |
| U | Bishop area | Jean Blanc Rd | Fish Slough Rd | Five Bridges Rd | Expand shoulder, stripe/bike lanes or signage | L | 3,263 | 0.6 | S, M/A | M | 5 |
| U | Bishop area | Keough Hot Springs Rd | County Rd | US 395 | Expand shoulder, stripe/bike lanes or signage | L | 3,040 | 0.6 | S, M/A | M | 5 |
| U | Bishop area | Longview Dr | S Barlow Ln | End | Expand shoulder, stripe/bike lanes or signage | L | 2,647 | 0.5 | S, M/A | M | 5 |
| U | Bishop area | Poleta Rd | Airport Rd | Eastside Rd | Expand shoulder, stripe/bike lanes or signage | L | 17,011 | 3.2 | S, M/A | M | 5 |
| U | Bishop area | Warm Springs Rd | S Main St | Eastside Rd | Expand shoulder, stripe/bike lanes or signage | L | 24,231 | 4.6 | S, M/A | M | 5 |
| U | Bishop area | Pleasant Valley Dam Rd | US 395 | Southern end of Pleasant Valley Reservoir | Expand shoulder, stripe/bike lanes or signage | L | 13,200 | 2.5 | S, M/A | M | 5 |
| U | Bishop area | Gorge Rd | Lower Rock Creek Rd (Old Sherwin Grade) | Northern end of Pleasant Valley Reservoir, LADWP | Expand shoulder, stripe/bike lanes or signage | L | 9,505 | 1.8 | S, M/A | M | 5 |
| U | Bishop area | Birchim Ln | N/S Round Valley Rd | Lower Rock Creek Rd (Old Sherwin Grade) | Expand shoulder, stripe/bike lanes or signage | L | 6,865 | 1.3 | S, M/A | M | 5 |
| U | Bishop area | Wye Rd | Spruce St | Canal Path | Expand shoulder, stripe/bike lanes or signage | L | 1,120 | 0.2 | S, M/A | M | 5 |
| U | Big Pine | Steward Ln | US 395 | Newman St | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 160 | 0.1 | S, M/A | M | 5 |
| U | Big Pine | Bartell Avenue | US 395 | Newman St | Expand shoulder - add shoulder stripes or bike lanes and signage. | L | 2,675 | 0.5 | S, M/A | M | 5 |
| U | Big Pine | County Rd | Reynolds Rd | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | H | 5,091 | 1 | S, M/A | M | 5 |
| U | Big Pine | Fish Springs Rd | US 395 | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | L | 16,085 | 3 | S, M/A | M | 5 |
| U | Big Pine | Newman St | Bartell Rd | Steward Ln | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 5,087 | 1 | S, M/A | M | 5 |
| U | Big Pine | Steward Ln | Newman St | Big Pine Canal | Expand shoulder - add shoulder stripes or bike lanes and signage. | L | 529 | 0.1 | S, M/A | M | 5 |
| U | Big Pine | US 395 | County Rd | Fish Springs Rd | Add shoulder stripes or bike lanes, share the road signage. | M | 27,613 | 5.2 | S, M/A | M | 5 |
| U | Big Pine/Independence | Black Rock Springs Rd | Tinemaha Rd | US 395 | Expand shoulder, stripe/bike lanes or signage | L | 4,225 | 0.8 | S, M/A | M | 5 |
| U | Big Pine/Independence | Aberdeen Station Rd | Tinemaha Rd | US 395 | Expand shoulder, stripe/bike lanes or signage | L | 6,204 | 1.2 | S, M/A | M | 5 |
| U | Big Pine/Independence | Goodale Rd | Tinemaha Rd | US 395 | Add signage and shoulder stripes | L | 5,319 | 1 | S, M/A | M | 5 |
| U | Big Pine/Independence | Tinemaha Rd | Aberdeen Station Rd | Goodale Rd | Add signage and shoulder stripes | L | 30,624 | 5.8 | S, M/A | M | 5 |
| U | Big Pine/Independence | Tinemaha Rd | Fish Springs Rd | Fuller Rd | Add signage and shoulder stripes | L | 11,035 | 2.1 | S, M/A | M | 5 |
| U | Big Pine/Independence | Tinemaha Rd (north) | Fish Springs Rd | Tinemaha Rd | Add signage and shoulder stripes | L | 2,647 | 0.5 | S, M/A | M | 5 |
| U | Independence | Fort Independence Rd | Schabbel Ln | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 1,870 | 0.4 | S, M/A | M | 5 |
| U | Independence | E Miller | Shabbel Ln | Fort Independence Rd | Expand shoulder - add shoulder stripes or bike lanes. | M | 2,015 | 0.4 | S, M/A | M | 5 |
| U | Independence | Fish Hatchery Rd | S Oak Creek Rd | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 6,646 | 1.3 | S, M/A | M | 5 |
| U | Independence | Fort Independence Rd | E Miller | US 395 | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 4,471 | 0.8 | S, M/A | M | 5 |
| U | Independence | Shabbel Ln | US 395 | Fort Independence Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 6,860 | 1.3 | S, M/A | M | 5 |
| U | Independence | US 395 | Fish Hatchery Rd | Market St | Add bike lanes, and share the road signage. | L | 12,144 | 2.3 | S, M/A | M | 5 |
| U | Independence | Mazourka Canyon Rd | US 395 | E of Abandoned Railroad | Expand shoulder, stripe/bike lanes or signage | L | 24,280 | 4.6 | S, M/A | M | 5 |
| U | Independence | US 395 | Fish Springs Rd | Shabbel Ln | Add shoulder stripes or bike lanes, and share the road signage. | L | 87,299 | 16.5 | S, M/A | M | 5 |
| U | Independence | US 395 | E Market St | Manzanar Reward Rd | Add shoulder stripes or bike lanes, and share the road signage. | L | 28,775 | 5.4 | S, M/A | M | 5 |
| U | Independence/Lone Pine | US 395 | Manzanar Reward Rd | Teya Rd | Add shoulder stripes or bike lanes, and share the road signage. | M | 58,486 | 11.1 | S, M/A | M | 5 |
| U | Lone Pine | E Begole St | US 395 | N Jackson St | Alternate route signage. Expand shoulder | M | 278 | 0.1 | S, M/A | M | 5 |
| U | Lone Pine | E Muir St | S Main St | S Lone Pine Ave | Alternate route signage. Expand shoulder | M | 133 | 0.1 | S, M/A | M | 5 |
| U | Lone Pine | Horseshoe Meadows Rd | Whitney Portal Rd | Lubken Canyon Rd | Add striping/ bike lanes. Bicycle safety signage present. | M | 18,648 | 3.5 | S, M/A | M | 5 |
| U | Lone Pine | Lubken Canyon Rd | Horseshoe Meadows Rd | US 395 | Expand shoulder - add shoulder stripes or bike lanes. May need to acquire additional right-of-way. | M | 17,692 | 3.4 | S, M/A | M | 5 |
| U | Lone Pine | N Jackson St | E Begole St | Whitney Portal Rd | Alternate route signage. Expand shoulder | M | 1,387 | 0.3 | S, M/A | M | 5 |
| U | Lone Pine | N Washington St | W Locust St | E Muir St | Alternate route signage. Expand shoulder | M | 1,965 | 0.4 | S, M/A | M | 5 |
| U | Lone Pine | S Lone Pine Ave | E Locust St | E Muir St | Alternate route signage. Expand shoulder | M | 2,133 | 0.4 | S, M/A | M | 5 |
| U | Lone Pine | SR 136 | US 395 | Cerro Gordo Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 67,056 | 12.7 | S, M/A | M | 5 |
| U | Lone Pine | Sub Station Rd | E Inyo St | Abandoned Railroad | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 4,752 | 0.9 | S, M/A | M | 5 |
| U | Lone Pine | Tuttle Creek Rd | Whitney Portal Rd | Lubken Canyon Rd | Route constrained by narrow canyon and riparian area. Add shoulder stripes or signage. | M | 28,727 | 5.4 | S, M/A | M | 5 |
| U | Lone Pine | W Locust St | N Washington St | US 395 | Alternate route signage. Expand shoulder | M | 294 | 0.1 | S, M/A | M | 5 |
| U | Lone Pine | Whitney Portal Rd | S Main St | S Lone Pine Ave | Alternate route signage. Expand shoulder | M | 503 | 0.1 | S, M/A | M | 5 |
| U | Lone Pine | North Main St (US 395) | Lone Pine Park | Pangborn Lane | Signage, striping, sidewalk, both sides of Highway | M | 4,229 | 0.8 | S, M/A | M | 5 |
| U | Lone Pine | South Main St (US 395) | Inyo St | CA 136 | Signage, striping, sidewalk, both sides of Highway | M | 7,929 | 1.5 | S, M/A | M | 5 |
| U | Lone Pine | Lone Pine Reservation to Town (Teya St, Zucco Rd, Inyo St) | US 395 / Teya St | US 395 / Inyo St | Expand shoulder - add shoulder stripes or bike lanes and signage | M | 4,757 | 0.9 | S, M/A | M | 5 |
| U | Lone Pine | E Inyo St | S Main St | Sub Station Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 1,095 | 0.2 | S, M/A | M | 5 |
| U | Lone Pine | E Muir St | S Washington St | S Main St | Alternate route signage. Expand shoulder | M | 305 | 0.1 | S, M/A | M | 5 |
| U | Lone Pine | Whitney Portal Rd | S Main St | Horseshoe Meadows Rd | Add shoulder stripes or bike lanes. Bicycle safety signage present. | M | 18,648 | 3.5 | S, M/A | M | 5 |
| U | Lone Pine | US 395 | Gill Station Coso Rd | Inyo/Kern County Line | Add shoulder stripes or bike lanes, and share the road signage. | L | 95,050 | 18 | S, M/A | M | 5 |
| U | Lone Pine | Lone Pine Narrow Gauge Rd | US 395 | Owenyo Lone Pine Rd | Add shoulder stripes or bike lanes and signage. | L | 19,536 | 3.6 | S, M/A | M | 5 |
| U | Lone Pine | US 395 | Teya Rd | Gill Station Coso Rd | Add shoulder stripes or bike lanes, and share the road signage. | L | 207,468 | 39.3 | S, M/A | M | 5 |
| U | Tecopa | Fumace Creek Rd | Old Spanish Trail Highway | China Ranch Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 9,504 | 1.8 | S, M/A | M | 5 |
| U | Tecopa | Fumace Creek Rd | Old Spanish Trail Highway | China Ranch Rd | Expand shoulder - add shoulder stripes or bike lanes and signage. | M | 9,504 | 1.8 | S, M/A | M | 5 |
| U | Tecopa | Tecopa Hot Springs Rd | Fumace Creek Rd | Tecopa Hot Springs (Resort) | Extend existing Class 3 facility near Tecopa Hot Springs to North and South. | M | 3,305 | 0.6 | S, M/A | M | 5 |
| U | Tecopa | Old Spanish Trail | Fumace Creek Rd | Nevada State Line | Expand shoulder, stripe/bike lanes or signage | L | 158,400 | 30 | S, M/A | M | 5 |
| U | Tecopa | SR 127 | SR 178 | Fumace Creek Rd | Expand shoulder, stripe/bike lanes or signage | L | 35,904 | 6.8 | S, M/A | M | 5 |
| U | Tecopa | SR 178 | Furnace Creek Wash Rd | SR 127 | Expand shoulder, stripe/bike lanes or signage | L | 36,432 | 6.9 | S, M/A | M | 5 |
| U | Tecopa | SR 178 | SR 127 | Chicago Valley Rd | Expand shoulder, stripe/bike lanes or signage | L | 28,512 | 5.4 | S, M/A | M | 5 |

Source: 2008 Inyo County Collaborative Bikeways Plan. Projects are classed as Funded and Unfunded since there are no longer any regular sources of funding for alternative transportation projects.
 Note 1: Priority: 1 = Funded/construction 0 - 5 years, 2 = Unfunded/potential construction 0 - 10 years, 3 = Unfunded/potential construction 10 - 20 years, U = Financially unconstrained

Inyo County

NEW FUNDING SCENARIO FIVE YEAR PROGRAM OF PROJECTS

Submitted to the California State Association of Counties



Local Streets and Roads Five Year Pavement Improvement Plan

**Clint Quilter, Director
Inyo County Public Works Department
PO Drawer Q
Independence, CA 93526
(760) 878-0201
cquilter@inyocounty.us**

Table of Contents

Narrative

| | |
|--|---|
| Introduction | 1 |
| Project Description and Program Schedule | 1 |
| Project Detail..... | |
| FY 2016 | 2 |
| FY 2017 | 3 |
| FY 2018 | 5 |
| FY 2019 | 6 |
| FY 2020 | 8 |
| Index of Websites | 8 |

Introduction

The proposed five-year project list is based on the Inyo County Pavement Management Program, geographical connectivity, and feedback from the Inyo County Road Department staff. The roadwork will be accomplished through a variety of techniques to improve and preserve the roadway system, increase user safety, and provide a cost effective program to use the proposed funds in the most cost effective manner. A variety of County roads will be improved through this project. This includes important neighborhood connectors and arterials, regional roadways, and local roads. The primary issues of concern for Inyo County, a large rural county with a small population base, are system preservation and safety. This project meets both those goals and will improve the road quality and decrease long-term maintenance costs. Installing new pavement will also improve safety along the roadway, as well as improving ride quality and maintenance costs.

Project Description and Program Schedule

All of the project components will be completed in the Fiscal Year. If the program requires State oversight similar to the Statewide Transportation Improvement Program (STIP), the project components would be split over several years and programmed in a different manner than shown below.

| Work Proposed | Project Name | Project Scope | Total Cost |
|----------------------|--|---|-------------------|
| FY 2016 | Lone Pine roadway reconstruction | Reconstruct 1.7 miles of four residential connector streets in the town of Lone Pine. Wide roadways will allow for a complete streets approach. | \$2,210,000 |
| | FY 2016 Total | | \$2,210,000 |
| FY 2017 | Bishop and Big Pine roadway restoration project Phase I | This project will place a 2 inch AC overlay on 8.2 miles of County maintained road in an around the communities of Bishop and Big Pine. This area encompasses 75% of the residents who live in Inyo County. | \$1,550,700 |
| | Bishop and Big Pine roadway restoration project Phase II | This project will place a Chip Seal on 31.4 miles of County maintained roadway in an around the communities of Bishop and Big Pine, including multiple roads to area tourist attractions | \$981,000 |
| | FY 2017 Total | | \$2,531,700 |
| FY 2018 | Old Spanish Trail Highway Chip Seal | This project will place a Chip Seal on the entire 30-mile length of Old Spanish Trail Highway, an important inter-regional road connecting the small communities of Tecopa and Charleston View with Southern Nevada | \$750,000 |
| | Lone Pine roadway restoration project | This project will place a two inch AC overlay on 6.7 miles of roadways in the community of Lone Pine and the neighboring Alabama Hills subdivision | \$1,698,000 |
| | FY 2018 Total | | \$2,448,000 |

| | | | |
|------------------------|---|--|------------------------|
| FY 2019 | Independence roadway improvement project | This project will place a two inch AC overlay on 6.0 miles of roadway on rural roads near the community of Independence. Each road leads to a recreational destination. | \$978,000 |
| | Ninemile Canyon Road Rehabilitation project | This project will place a two inch AC overlay on a 6.0 mile stretch of Ninemile Canyon Road that links Inyo and Kern Counties with Tulare County residences and recreational areas | \$950,000 |
| | Olancha, Cartago, and Darwin Road Rehabilitation project | This project will place a two inch AC overlay on 1.9 miles of road located in the frontier communities of Olancha, Cartago, and Darwin | \$281,500 |
| | FY 2019 Total | | \$2,209,500 |
| FY 2020 | West Bishop Road Reconstruction Project (Phase II of III) | This project will reconstruct a 2.0 mile stretch of residential connectors in the Meadow Farms and Lazy A neighborhood north and west of the City of Bishop | \$1,743,965.11 |
| | FY 2020 Total | | |
| Five Year Total | | | \$11,143,165.11 |

FY 2016 Proposed Project

Lone Pine Roadway Reconstruction project

This project will reconstruct 1.7 miles of four 45-foot wide residential connector streets in the town of Lone Pine. Wide roadways will allow for a complete streets approach. Due to the width of the streets, the estimated cost is \$1.3 million per mile. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The estimated cost for this project is \$2,210,000. The following streets will be included as a part of this project:

| Streets & Roads | Width | Length | Start Point | End Point |
|------------------|-------|-----------|---------------------------------|---------------------------------|
| E. Mountain View | 45' | TBD | 36°36'20.48"N 118° 47.51"W | 36°36'21.62"N 118° 27.48"W |
| E. Post Street | 45' | TBD | 36°36'15.16"N 118° 45.09"W | 36°36'15.75"N 118° 27.39"W |
| Brewery Street | 45' | TBD | 36°36'8.25"N 118° 49.83"W | 36°36'25.98"N 118° 3'58.44"W |
| Bush Street | 45' | TBD | 36°36'20.65"N 118° 3'55.80"W | 36°36'24.64"N 118° 3'43.41"W |
| Total | | 1.7 miles | | |

FY 2017 Proposed Project

Bishop and Big Pine Roadway Restoration project Phase I

This project will place a 2 inch AC overlay on 8.2 miles of County maintained road in an around the communities of Bishop and Big Pine. This area encompasses 75% of the residents who live in Inyo County. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Bishop | Dimensions | Materials | Cost Estimate | Start Point | End Point |
|----------------------|------------------|-----------------|--------------------|---------------------------------|---------------------------------|
| Shepard Ln. | 2640' x 22' x 2" | 510 tons | \$50,000 | 37°21'40.91"N 118°26'57.08"W | 37°22'1.40"N 118°26'57.00"W |
| Watterson | 1584' x 30' x 2" | 600 tons | \$60,000 | 37°21'7.84"N 118°26'36.30"W | 37°21'14.19"N 118°26'24.46"W |
| Five Bridges Rd. | 9770' x 24' x 2" | 2,930 tons | \$293,000 | 37°23'39.85"N 118°23'40.84"W | 37°25'9.73"N 118°23'54.36"W |
| Joe Smith Rd. | 7920' x 24' x 2" | 2,367 tons | \$236,700 | 37°24'2.93"N 118°20'43.23"W | 37°25'9.56"N 118°20'42.60"W |
| West Street | 1584' x 24' x 2" | 475 tons | \$48,000 | 37°23'20.49"N 118°25'2.51"W | 37°23'20.34"N 118°25'21.64"W |
| | | Subtotal | \$687,700 | | |
| Big Pine | | | | | |
| Pine St. | 2116' x 28' x 2" | 750 tons | \$75,000 | 37°10'11.26"N 118°17'19.93"W | 37° 9'59.96"N 118°17'19.78"W |
| Poplar St. | 528' x 30' x 2" | 200 tons | \$20,000 | 37°10'11.33"N 118°17'21.82"W | 37°10'11.52"N 118°17'18.22"W |
| Center St. | 528' x 42' x 2" | 280 tons | \$28,000 | 37°10'8.20"N 118°17'19.51"W | 37°10'8.16"N 118°17'13.28"W |
| Washington St. | 600' x 42' x 2" | 320 tons | \$32,000 | 37°10'4.89"N 118°17'21.83"W | 37°10'5.00"N 118°17'13.19"W |
| Dewey St. | 1320' x 26' x 2" | 430 tons | \$43,000 | 37° 9'52.38"N 118°17'22.84"W | 37° 9'52.47"N 118°17'38.29"W |
| Chestnut St. | 1320' x 26' x 2" | 430 tons | \$43,000 | 37° 9'47.03"N 118°17'38.11"W | 37° 9'47.28"N 118°17'22.80"W |
| Walnut St. | 1320' x 26' x 2" | 430 tons | \$43,000 | 37° 9'42.60"N 118°17'38.08"W | 37° 9'42.72"N 118°17'22.74"W |
| Blake St. | 1320' x 26' x 2" | 430 tons | \$43,000 | 37° 9'32.26"N 118°17'22.59"W | 37° 9'32.27"N 118°17'37.98"W |
| School St. | 5280' x 38' x 2" | 2,540 tons | \$254,000 | 37° 9'32.18"N 118°17'38.33"W | 37°10'24.06"N 118°17'38.73"W |
| Reynolds Road | 5280' x 42' x 2" | 2,820 tons | \$282,000 | 37°11'15.19"N 118°18'16.35"W | 37°10'26.06"N 118°18'28.09"W |
| | | Subtotal | \$863,000 | | |
| Phase I Total | | | \$1,550,000 | | |

Bishop and Big Pine Roadway Restoration project Phase II

This project will place a Chip Seal on 31.4 miles of County maintained roadway in an around the communities of Bishop and Big Pine, including multiple roads to area tourist attractions. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Bishop | Dimensions | Chips | Liquid AC | Cost Estimate | Start Point | End Point |
|------------------------|---------------|-----------|-----------------|--------------------|---------------------------------|---------------------------------|
| Dixon Ln. | 10,056' x 24' | 422 Tons | 40 Tons | \$60,000 | 37°23'25.55"N 118°23'43.96"W | 37°23'25.47"N 118°25'54.89"W |
| N. Barlow Ln. | 6,000' x 30' | 300 Tons | 30 Tons | \$45,000 | 37°22'57.49"N 118°25'22.63"W | 37°22'33.34"N 118°25'22.99"W |
| Pleasant Vly Dam Rd. | 13,200' x 24' | 528 Tons | 53 Tons | \$75,000 | 37°23'23.42"N 118°30'2.29"W | 37°24'47.60"N 118°31'11.46"W |
| S. Round Vly Rd. | 29,568' x 24' | 1200 Tons | 118 Tons | \$160,000 | 37°23'14.24"N 118°30'8.78"W | 37°23'59.26"N 118°35'2.49"W |
| N. Round Vly Rd. | 5,280' x 24' | 215 Tons | 21 Tons | \$30,000 | 37°23'59.26"N 118°35'2.49"W | 37°25'10.26"N 118°35'11.66"W |
| Sawmill Rd. | 2,640' x 26' | 100 Tons | 11 Tons | \$18,000 | 37°22'37.91"N 118°28'40.07"W | 37°23'21.47"N 118°30'3.55"W |
| Ed Powers Rd. | 13,200' x 24' | 528 Tons | 53 Tons | \$75,000 | 37°22'50.33"N 118°28'39.19"W | 37°20'46.40"N 118°28'26.90"W |
| Red Hill Rd. | 7,920' x 24' | 345 Tons | 35 Tons | \$52,000 | 37°21'40.06"N 118°28'39.13"W | 37°21'39.58"N 118°27'15.78"W |
| Mummy Ln. | 6,000' x 24' | 300 Tons | 30 Tons | \$45,000 | 37°21'40.32"N 118°27'1.00"W | 37°21'12.45"N 118°27'1.26"W |
| Underwood Ln. | 20,064' x 28' | 945 Tons | 90 Tons | \$128,000 | 37°20'48.34"N 118°25'22.76"W | 37°20'47.96"N 118°26'19.14"W |
| Pine Creek Rd. | 36,960' x 24' | 1480 Tons | 147 Tons | \$198,000 | 37°25'9.96"N 118°33'22.04"W | 37°21'38.01"N 118°42'1.83"W |
| | | | Subtotal | \$886,000 | | |
| Big Pine | | | | | | |
| Keough Hot Springs Rd. | 5,280' x 24' | 215 Tons | 21 Tons | \$30,000 | 37°15'30.92"N 118°21'41.94"W | 37°15'16.37"N 118°22'35.49"W |
| Baker Creek Rd. | 9,504' x 28' | 445 Tons | 43 Tons | \$65,000 | 37°10'11.39"N 118°17'23.38"W | 37°10'11.15"N 118°18'27.19"W |
| | | | Subtotal | \$95,000 | | |
| Phase II Total | | | | \$981,000 | | |
| FY 2017 Total | | | | \$2,531,700 | | |

FY 2018 Proposed Project

Old Spanish Trail Highway Chip Seal

This project will place a Chip Seal on the entire 30-mile length of Old Spanish Trail Highway, an important inter-regional road connecting the small communities of Tecopa and Charleston View with Southern Nevada. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Road | Dimensions | Chips | Liquid AC | Cost Estimate | Start Point | End Point |
|---------------------------|--|------------|-----------|------------------|---------------------------------|---------------------------------|
| Old Spanish Trail Highway | 30 miles' x 24' (Rate of \$25,000 per mile) | 6,450 Tons | 630 Tons | \$750,000 | 35°52'16.36"N 116°17'12.61"W | 35°58'21.87"N 115°51'27.99"W |
| Subtotal | | | | \$750,000 | | |

Lone Pine Roadway Restoration Project

This project will place a two inch AC overlay on 6.7 miles of roadways in the community of Lone Pine and the neighboring Alabama Hills subdivision. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Lone Pine | Dimensions | Materials | Cost Estimate | Start Point | End Point |
|-------------------|-------------------|------------|---------------|---------------------------------|---------------------------------|
| Thundercloud Lane | 5,280' x 22' x 2" | 1,580 tons | \$158,000 | 36°34'19.71"N 118° 5'53.03"W | 36°34'2.37"N 118° 4'16.16"W |
| Dominy Road | 812' x 24' x 2" | 250 tons | \$25,000 | 36°33'28.89"N 118° 4'23.91"W | 36°33'31.79"N 118° 4'30.46"W |
| Sunset Drive | 3,360' x 24' x 2" | 1,020 tons | \$102,000 | 36°34'7.94"N 118° 5'52.93"W | 36°34'7.74"N 118° 5'11.97"W |
| Tuttle Creek Road | 6,564' x 30' x 2" | 2,500 tons | \$250,000 | 36°36'7.00"N 118° 4'16.77"W | 36°32'49.00"N 118° 5'54.05"W |
| Mt. Whitney Drive | 1,967' x 57' x 2" | 1,440 tons | \$144,000 | 36°36'34.86"N 118° 3'31.50"W | 36°36'9.20"N 118° 3'31.67"W |
| W. Post Street | 580' x 54' x 2" | 400 tons | \$40,000 | 36°36'15.07"N 118° 3'45.94"W | 36°36'12.99"N 118° 3'51.89"W |
| Statham Way | 650' x 56' x 2" | 460 tons | \$46,000 | 36°36'27.76"N 118° 3'52.34"W | 36°36'25.90"N 118° 3'58.12"W |
| Washington Street | 2,860' x 50' x 2" | 1,830 tons | \$183,000 | 36°36'26.53"N 118° 3'55.01"W | 36°36'8.76"N 118° 3'46.32"W |
| Fairbanks | 270' x 41' x 2" | 140 tons | \$14,000 | 36°36'7.69"N 118° 4'16.11"W | 36°36'19.94"N 118° 3'55.83"W |
| Hay Street | 2,217' x 58' x 2" | 1,625 tons | \$162,500 | 36°36'29.94"N 118° 3'36.21"W | 36°36'9.34"N 118° 3'36.26"W |
| Lone Pine Ave | 2,217' x 50' x 2" | 1,390 tons | \$139,000 | 36°36'9.19"N 118° 3'41.02"W | 36°36'29.90"N 118° 3'40.77"W |

| | | | | | |
|----------------------|-------------------|------------|-------------|---------------------------------|---------------------------------|
| Tim Holt | 528' x 40' x 2" | 275 tons | \$27,500 | 36°36'12.35"N 118° 3'44.63"W | 36°36'10.37"N 118° 3'50.55"W |
| E. Willow Street | 850' x 50' x 2" | 535 tons | \$53,500 | 36°36'25.48"N 118° 3'50.09"W | 36°36'27.59"N 118° 3'41.24"W |
| Mtn. Whitney | 2,700' x 60' x 2" | 1,050 tons | \$105,000 | 36°36'34.86"N 118° 3'31.50"W | 36°36'9.20"N 118° 3'31.67"W |
| Lakeview Ave | 2,700' x 45' x 2" | 1,525 tons | \$152,500 | 36°36'29.94"N 118° 3'27.00"W | 36°36'4.52"N 118° 3'27.31"W |
| E. School St. | 450' x 40' x 2" | 230 tons | \$23,000 | 36°36'6.64"N 118° 3'22.32"W | 36°36'6.65"N 118° 3'26.89"W |
| E. South | 450' x 40' x 2" | 230 tons | \$23,000 | 36°36'11.66"N 118° 3'22.51"W | 36°36'11.72"N 118° 3'26.85"W |
| Line Street | 1,056' x 38' x 2" | 500 tons | \$50,000 | 36°36'13.94"N 118° 3'22.16"W | 36°36'4.34"N 118° 3'22.18"W |
| Subtotal | | | \$1,698,000 | | |
| FY 2018 Total | | | \$2,448,000 | | |

FY 2019 Proposed Project

Independence Roadway Improvement Project

This project will place a two inch AC overlay on 6.0 miles of roadway on rural roads near the community of Independence. Each road leads to a recreational destination. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following roads will be included as a part of this project:

| Independence | Dimensions | Materials | Cost Estimate | Start Point | End Point |
|-------------------------|--------------------|------------|---------------|---------------------------------|---------------------------------|
| Black Rock Springs Road | 10,560' x 24' x 2" | 3,160 tons | \$360,000 | 36°55'0.81"N 118°15'20.58"W | 36°55'1.70"N 118°14'30.04"W |
| N. Oak Creek Road | 5,280' x 24' x 2" | 1,580 tons | \$158,000 | 36°49'47.03"N 118°14'45.70"W | 36°50'30.77"N 118°15'37.24"W |
| S. Oak Creek Road | 5,280' x 24' x 2" | 1,580 tons | \$158,000 | 36°49'57.62"N 118°14'14.31"W | 36°49'46.92"N 118°14'45.48"W |
| Goodale Road | 5,280' x 24' x 2" | 1,580 tons | \$158,000 | 36°58'42.33"N 118°14'11.53"W | 36°59'7.11"N 118°16'24.51"W |
| Division Creek Road | 5,280' x 22' x 2" | 1,440 tons | \$144,000 | 36°56'3.85"N 118°15'25.50"W | 36°56'23.92"N 118°16'54.19"W |
| Subtotal | | | \$978,000 | | |

Ninemile Canyon Road Rehabilitation Project

This project will place a two inch AC overlay on a 6.0 mile stretch of Ninemile Canyon Road that links Inyo and Kern Counties with Tulare County residences and recreational areas. The start and

end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Ninemile Canyon | Dimensions | Materials | Cost Estimate | Start Point | End Point |
|------------------------|--------------------|------------------|----------------------|---------------------------------|---------------------------------|
| Ninemile Road | 31,680' x 24' x 2" | 9,468 tons | \$950,000 | 35°50'31.69"N 117°52'32.42"W | 35°51'35.74"N 118° 0'21.89"W |
| Subtotal | | | \$950,000 | | |

Olancha/Cartago/Darwin Road Rehabilitation Project

This project will place a two inch AC overlay on 1.9 miles of road located in the frontier communities of Olancha, Cartago, and Darwin. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The following streets and roads will be included as a part of this project:

| Olancha | Dimension | Materials | Cost Estimate | Start Point | End Point |
|----------------------|-------------------|------------------|----------------------|---------------------------------|---------------------------------|
| Fall Road | 4,624' x 20' x 2" | 1,175 tons | \$117,500 | 36°16'30.43"N 118° 0'10.06"W | 36°16'32.95"N 118° 1'4.46"W |
| Spring Circle | 650' x 26' x 2" | 225 tons | \$22,500 | 36°16'30.55"N 118° 0'46.88"W | 36°16'25.16"N 118° 0'45.41"W |
| Shop Street | 2,140' x 22' x 2" | 588 tons | \$59,000 | 36°16'55.57"N 118° 0'23.39"W | 36°16'3.51"N 118° 0'23.75"W |
| School Street | 340' x 20' x 2" | 90 tons | \$9,000 | 36°16'43.23"N 118° 0'16.33"W | 36°16'43.30"N 118° 0'23.68"W |
| Subtotal | | | \$208,000 | | |
| Cartago | | | | | |
| Sierra Street | 1,300' x 24' x 2" | 390 tons | \$39,000 | 36°19'21.00"N 118° 1'30.30"W | 36°19'8.56"N 118° 1'30.45"W |
| Whitney Street | 900' x 24' x 2" | 275 tons | \$27,500 | 36°19'21.83"N 118° 1'35.38"W | 36°19'21.05"N 118° 1'23.91"W |
| Subtotal | | | \$66,500 | | |
| Darwin | | | | | |
| North Main Street | 294' x 18' x 2" | 70 tons | \$7,000 | 36°16'5.29"N 117°35'30.44"W | 36°16'7.03"N 117°35'28.35"W |
| Subtotal | | | \$7,000 | | |
| FY 2019 Total | | | \$2,209,500 | | |

FY 2020 Proposed Project

West Bishop Road Reconstruction Project (Phase II of III)

This project will reconstruct a 2.0 mile stretch of residential connectors in the Meadow Farms and Lazy A neighborhood north and west of the City of Bishop. The start and end point coordinates are in Latitude Longitude with State Plane coordinates. The total project cost is \$1,743,965.11. The following streets and roads will be included as a part of this project:

| Streets & Roads | Width | Length | Start Point | End Point |
|--------------------|-------|-----------|---------------------------------|---------------------------------|
| Saniger Lane | 24' | TBD | 37°23'2.01"N 118°25'19.94"W | 37°23'16.27"N 118°25'6.41"W |
| Shoshone Dr. | 24' | TBD | 37°23'14.55"N 118°25'6.71"W | 37°23'2.13"N 118°25'20.41"W |
| Choctaw Dr. | 24' | TBD | 37°23'4.27"N 118°25'15.61"W | 37°23'2.83"N 118°24'55.65"W |
| Cheyenne Dr. | 24' | TBD | 37°23'14.36"N 118°25'8.62"W | 37°23'6.67"N 118°25'20.45"W |
| Juniper St. | 24' | TBD | 37°23'16.41"N 118°25'6.17"W | 37°23'16.46"N 118°24'52.45"W |
| S. Valley View Dr. | 24' | TBD | 37°23'2.83"N 118°24'55.65"W | 37°23'16.33"N 118°24'55.70"W |
| N. Valley View Dr. | 24' | TBD | 37°23'16.46"N 118°24'52.45"W | 37°23'25.15"N 118°24'52.50"W |
| Total | | 2.0 miles | | |

Index of Websites for Supporting Information

- Inyo County Public Works Department**
<http://www.usspecbook.com/files/specs/inyo-county-standard-specifications.pdf> (follow link to view "Standard Specifications" or <http://www.qcode.us/codes/inyocounty/> to view Inyo County Code.

- Inyo County Local Transportation Commission**
<http://www.inyoltc.org/> (follow links on the left portion of the page to view the Regional Transportation Plan)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

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

FOR THE BOARD MEETING OF: **May 12, 2015**

SUBJECT: Device Registration Fees - 2016

DEPARTMENTAL RECOMMENDATION:

Receive information during a workshop regarding the updated device registration fees beginning January 1, 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your board was presented information regarding device registration fees during a workshop last year. During this workshop your board instructed our office to increase fees to better reflect county cost, and to revisit these fees annually rather than once every several years. In a workshop in Mono County, board members responded similarly.

Since this workshop, analysis by both our County Counsel's Office as well as Mono County Counsel resulted in the determination that Inyo County Ordinance 1121 and Mono County Ordinance 965 require the County Sealer to review and adjust device registration fees annually in accordance with the allowable rates under California Business and Professions code 12240, the lesser of either county cost or maximum state allowable fees. Pursuant to this, the schedule of fees for 2016 will be as stated on the attached Schedule of Fees.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

APPROVALS

| | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

| | |
|---------------------|---|
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |
|---------------------|---|

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



Date: 4-20-15



Counties of Inyo & Mono

Nathan D. Reade
 Agricultural Commissioner
 Director of Weights and Measures
 207 W. South Street, Bishop, CA 93514
 Telephone – (760) 873-7860 Fax – (760) 872-1610
 Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



TO: All Inyo and Mono County Businesses
 FROM: Inyo/Mono Counties Department of Weights and Measures
 SUBJECT: Device Registration

Sections 12240-12246, Business and Professions Code, provide for an annual device registration fee to recover the costs of inspecting or testing commercial weighing and measuring devices required of the County Director of Weights and Measures, pursuant to Section 12240 of the Business and Professions Code. Additionally, Title 4, Section 4075 of the California Code of regulations requires the County Director of Weights and Measures to collect an annual administrative fee for every commercial weighing, measuring, and counting device within the county, for the recovery of costs by the California Department of Measurement Standards.

Prescribed 2016 fees for the devices are as follows:

| TYPE OF DEVICE | FEE FOR EACH DEVICE | STATE ADMIN. FEE | LOCATION FEE |
|---|---------------------|------------------|--------------|
| Scales (other than Livestock) Greater than 10,000 lbs. | \$250.00 | \$12.00 | \$100.00 |
| Scales (other than Livestock) 2,000 to 10,000 lbs. | \$150.00 | \$8.00 | \$100.00 |
| Livestock Scales Greater than 10,000 lbs. | \$150.00 | N/A | \$100.00 |
| Livestock Scales 2,000 to 10,000 lbs. | \$100.00 | N/A | \$100.00 |
| Stationary & Truck Mounted LPG Meters | \$185.00 | \$8.00 | \$100.00 |
| Wholesale & Vehicle Meters | \$75.00 | \$1.10 | \$100.00 |
| All other Commercial Weighing & Measuring Devices (\$1000.00 Cap per Location) | \$20.00 | \$1.10 | \$100.00 |

Please complete the enclosed application and return it with your check for the prescribed amount within 30 days to:

Director of Weights and Measures
 207 W. South Street
 Bishop, CA 93514

Checks are to be made payable to “**DIRECTOR OF WEIGHTS AND MEASURES**”

Upon receipt of your application and check, a certificate of registration, valid until December 31 of the current year, will be mailed to you. The number and types of devices you claim will be verified by inspection.

Registration certificates shall be conspicuously posted at all times at the location where the device is being used. Failure to comply is a misdemeanor, punishable by a fine of up to \$1,000.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Planning Department, Sheriff's Office, District Attorney's Office

FOR THE BOARD MEETING OF: May 12, 2015

SUBJECT: Medical Marijuana Dispensaries and Cultivation Workshop

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors hold a workshop to consider options for regulating or prohibiting medical marijuana cultivation and/or dispensary, collective or cooperative operation in unincorporated Inyo County, including zoning regulations and other regulations.

SUMMARY DISCUSSION: Inyo County does not have an ordinance regulating medical marijuana dispensary operation or cultivation in unincorporated Inyo County. The purpose of this workshop is to give the Board an opportunity to consider whether and how the County will regulate medical marijuana dispensaries or cultivation, and to provide direction to staff regarding the drafting of a proposed regulatory ordinance for future consideration.

The County's past practice regarding regulating medical marijuana/cultivation through zoning is that such activity has been prohibited by ICC Section 18.78.020, which states "Nothing in this title shall establish rules and regulations where in conflict with state or federal law." Through the Zoning Code update process, the Planning Commission and Board affirmed this approach. However, this issue is being brought before your Board of Supervisors again for consideration in response to recent interest in dispensaries and cultivation in Inyo County. For instance, a lease was pursued to open and operate a medical marijuana dispensary in unincorporated Inyo County, although the lease was ultimately not approved. There has also been interest expressed elsewhere in the County to develop medical marijuana cultivation facilities, including potential consideration by Native American tribes to cultivate marijuana on sovereign tribal lands.

As a result of recent interest in medical marijuana sales and cultivation, the Planning Department, in consultation with the Sheriff and the District Attorney, has prepared this information to assist the Board's consideration of these issues. Staff is requesting the Board provide direction to develop a draft ordinance consistent with the Board's guidance, which staff will bring forward for further consideration and possible action at a later time.

STATUTORY BACKGROUND

In 1996, California voters adopted Proposition 215, known as the Compassionate Use Act (CUA), which intended to ensure that seriously ill Californians had the right to obtain and use marijuana for medical purposes, to ensure that patients and their primary caregivers who used medical marijuana were not subject to prosecution, and to encourage federal and state government to provide for the safe and affordable distribution of medical marijuana to patients. The CUA did not create a right to use marijuana, but provided an affirmative defense to criminal prosecution.

In 2003, the Legislature added the Medical Marijuana Program Act (MMPA), which was intended to enhance patient and caregiver access to medical marijuana by protecting patients from prosecution for transportation, processing, administering, or giving away marijuana to qualified persons for medical use. The

legislation included a provision allowing for local governments to adopt additional ordinances to regulate medical marijuana through zoning, licensing, and other reasonable requirements.

In 2010, the Legislation added section 11362.768 to the MMPA restricting the location of medical marijuana cooperatives, collectives or dispensaries to locations more than 600 feet from schools. This section does not prohibit local governments from further restricting the location of medical marijuana facilities. The MMPA was further amended in 2011 to specify that local governments had the authority to adopt and enforce ordinances governing the location, operation and establishment of medical marijuana facilities.

Local governments' powers to regulate and ban medical marijuana dispensaries were again affirmed in 2013 when the California Supreme Court upheld the City of Riverside's ban on dispensaries and collectives. The Court specified that the issue involved a total ban with respect to dispensaries, not a total ban on access. Also in 2013, the Third District Court of Appeals upheld the City of Live Oak's authority to ban medical marijuana cultivation through an ordinance prohibiting all medical marijuana collectives, cooperatives and dispensaries within the city limits. In 2014, the Fresno County Board of Supervisors voted to ban all cultivation of medical marijuana, and to date, the ban has prevailed against legal challenges.

In summary, Inyo County may regulate medical marijuana dispensaries, collectives, cooperatives, grow sites or mobile dispensaries through zoning and land use regulations. Regulation may range from minor restrictions to a total ban. The following provides an overview of some of the major points for the Board to consider regarding regulation of medical marijuana dispensaries. This list of considerations and options is not exclusive, and does not preclude the Board, staff, or the public from proposing alternatives. If dispensaries are permitted by the County, the dispensary operators (and participants) would be responsible for complying with state *in addition* to the County's regulations.

AREAS OF CONCERN

Areas of concerns associated with permitting medical marijuana cultivation and/or dispensaries, collectives or cooperatives include criminal activity, and environmental consequences. Medical marijuana dispensaries and cultivation sites are often targets for robberies, home invasions or even attempted murder for persons seeking either marijuana or cash kept onsite. Certain communities have also had issues involving loitering and distribution to minors associated with medical marijuana dispensaries. Medical marijuana dispensaries and cultivation are also associated with organized criminal activities such as money laundering and gang activity. Medical marijuana cultivation can cause detrimental environmental consequences such as intensive water use and diversion, habitat destruction, and contamination through introduction of pesticides and herbicides.

REGULATORY OPTIONS

I. BAN ALL DISPENSARIES

As described above, total bans on dispensaries, cooperatives and collectives have been upheld by the courts in numerous court cases to date. If the County decides to seek a total ban, it must be able to demonstrate that qualified patients have access to medical marijuana. The Planning Department has researched whether residents of Inyo County would be able to access medical marijuana and found there are two dispensaries in Mammoth Lakes, two dispensaries in Ridgecrest, one in California City, one in Tehachapi, and several in the Lancaster and Palmdale areas.

II. ALLOW AND REGULATE DISPENSARIES

Cities and Counties that do not ban dispensaries frequently impose conditions on such facilities to mitigate any impacts on the local community. To avoid any suggestion that the City or County is aiding and abetting (or condoning) a violation of federal law, dispensary ordinances and permits typically include a condition requiring the operator comply with all applicable state laws. Should the Board be inclined to allow and regulate dispensaries in Inyo County, staff recommends that any such regulation include this condition.

Other dispensary regulations for the Board's consideration include:

1) Location Regulations

- a) Restrict dispensaries only to locations in existing commercial and/or industrial zones; and/or
- b) Establish a new "MJ" overlay zone specifically defining where dispensaries are permitted; and/or
- c) Prohibit dispensaries in specified locations (such as within 1,000 feet of a school, church, daycare, hospital, etc); and/or,
- d) Require special parcel line setbacks for dispensaries, and/or prohibit dispensaries from sharing a common wall with another business or structure; and/or,
- e) De-concentration – require a specified minimum distance between dispensaries; and/or,
- f) Establish different location regulations based on the size of the dispensary.

2) Permitting

- a) Require dispensaries to obtain a conditional use permit (either a traditional conditional use permit issued by the Planning Commission, or a special permit issued by another County office or body such as the Sheriff's Department, or both); and/or,
- b) Limit the term of the any dispensary use permit to one year (or other time period), and require the operator to apply for periodic renewal; and/or,
- c) Permit dispensaries "by right" in specified zones; and/or,
- d) Limit the number of dispensaries countywide.

3) Size Restrictions

- a) Limit the amount of marijuana (number of plants and/or amount of dried marijuana) maintained on the dispensary premises at any given time subject to confirmation through inspection by the Sheriff; and/or,
- b) Limit the square footage of the dispensary premises.

4) Organization and Operation

- a) Require that the dispensary adhere to all provisions of Proposition 215, the MMPA, and the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use; and/or,
- b) Require dispensaries to verify the authenticity of any recommendation before distributing marijuana to any person, and maintain records of such verification; and/or,
- c) Limit the dispensary's hours of operation (e.g., 8:00 a.m. to 5:00 p.m.) ; and/or,
- d) Require the dispensary to submit and comply with an operating plan specifying the manner in which operations will be managed and security provided, the number of members/participants/patients to be served, etc., subject to confirmation; and/or,

- e) Require the dispensary operator to submit proof of landowner consent for the operation of the dispensary; and/or,
- f) Require that the dispensary operator post a bond or place money in escrow to indemnify the county from any liability relating to the dispensary; and/or,
- g) Prohibit transfer of the dispensary from one operator to another without prior County approval (such as an approved amendment to the dispensary permit, if any, issued by the County); and/or,
- h) Require the dispensary to obtain a sales tax seller's permit from the State Board of Equalization; and/or,
- i) Require the dispensary to identify an on-site contact person to respond to complaints from neighbors or law enforcement; and/or,
- j) Require the dispensary to procure and maintain adequate insurance.

5) Premises Regulations

- a) Prohibit on-site consumption of marijuana; and/or,
- b) Prohibit preparation/distribution/sale of edibles or permit edibles, subject to ordinary retail food permit requirements; and/or,
- c) Prohibit on-premises sale/distribution/consumption of alcoholic beverages and/or tobacco products; and/or,
- d) Prohibit distribution/sale of marijuana paraphernalia; and/or
- e) Require product labeling (e.g., name of dispensary and weight) for all marijuana distributed by the dispensary; and/or
- f) On-premises cultivation: prohibit, permit, or require; and/or,
- g) Prohibit persons under the age of 18 from being on the premises, unless accompanied by parent or guardian; and/or,
- h) Prohibit any person other than a qualified patient or primary caregiver from entering the dispensary premises; and/or,
- i) Require all persons entering the dispensary premises to present photo ID and doctor's recommendation; and/or,
- j) Require that the exterior appearance of the dispensary premises be compatible with surrounding structures and the neighborhood; and/or,
- k) Prohibit any displaying or advertising of marijuana that is visible from the exterior of the dispensary premises; limit exterior signs to site address and/or dispensary name only; and/or,
- l) Require that the exterior of the premises be maintained clean and litter-free; and/or,
- m) Require that the dispensary's windows remain unobstructed and provide clear visibility into the dispensary during operating hours; and/or,
- n) Require dispensaries to prohibit loitering on the premises; and/or,
- o) Require warning signs regarding state and/or federal law and/or the effects of marijuana to be posted in the dispensary; and/or,
- p) Require submission of a plot plan/diagram of the interior and exterior of the premises; and/or,
- q) Require compliance with specified accessibility (ADA), parking, and other routine development standards.

6) Security

- a) Require a centrally monitored alarm system; and/or,
- b) Require exterior lighting to deter crime on the dispensary premises; and/or,
- c) Require bars on the dispensary premises windows; and/or,

- d) Require additional security measures for the dispensary and/or any marijuana storage areas (e.g., minimum wall thickness, metal doors, deadbolt locks, etc.); and/or,
- e) Require security video cameras outside and/or inside the dispensary premises, and require that the footage be maintained for a specified period of time; and/or,
- f) Require regular security assessments by County Sheriffs.

7) Records and Monitoring

- a) Require the dispensary to maintain records identifying all members/participants/patients and other persons receiving marijuana, including a copy of each recommendation and the amount(s) of marijuana received, for at least three years; and/or,
- b) Require the dispensary to maintain accounting, banking, and financial records to allow verification that no profit is being made from marijuana distribution; and/or,
- c) Require that the dispensary allow the sheriff to inspect the premises at any reasonable time; and/or,
- d) Require that the dispensary allow the sheriff to inspect its non-medical records and security footage at during business hours without prior notice.

8) Employees/Volunteers

- a) Require that any dispensary operator/employee/volunteer be a qualified patient or primary caregiver; and/or,
- b) Prohibit dispensaries from employing any person with a felony conviction, or on felony probation; and/or,
- c) Require the dispensary to provide an annually updated list of all employees, volunteers or paid “in-kind” staff to the sheriff; and/or,
- d) Require background check of operator/employees/volunteers; and/or,
- e) Prohibit the employment of any persons under the age of 21.

III. BANNING AND REGULATING CULTIVATION

Through land use regulation, the County may restrict cultivation by banning outdoor cultivation or restricting it by location, size, and manner of cultivation. Some counties ban any outdoor cultivation; other counties require a set back from property boundaries, limit cultivation within specified square feet or by number of plants, require security measures or screening to discourage criminal activity and to reduce the impacts of cultivation to the health, safety and welfare of surrounding uses. The following is a list of decision points the County may consider in banning or regulating medical marijuana cultivation:

1) Outdoor Cultivation Standards

- a) Require the cultivation operator to submit proof of landowner consent for the cultivation of medical marijuana; and/or,
- b) Prohibit cultivation in specified locations (such as within 1,000 feet of a school, public library or park); and/or,
- c) Require setbacks for outdoor cultivation, including setbacks for enclosed accessory structures, and distance from nearest residences or neighboring uses; and/or,
- d) Limit the maximum cultivation area by number of plants or square footage; and/or,
- e) Require outdoor cultivation areas to be secure from unauthorized entry within a secure enclosure, such as a locked, non-climbable, six-foot fenced area; and/or,
- f) Require outdoor cultivation areas be screened from public streets, public parks, public schools, or other public areas.

2) In-Residence Cultivation

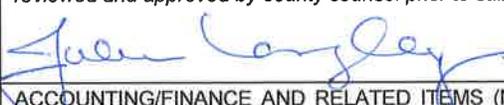
- a) Require the cultivation operator to submit proof of landowner consent for the cultivation of medical marijuana; and/or,
- b) Limit the maximum cultivation area of the total floor area of a residence that may be used for cultivation; and/or,
- c) Limit the maximum electrical loads required for cultivation to ensure additional lighting loads meet the requirements of the currently adopted California Electrical Code subject to random inspection by County Building Inspector; and/or,
- d) Prohibit the use of gas products (CO2, butane, etc.) for medical marijuana cultivation; and/or
- e) Require that cultivation only be permitted in the residence of a qualified patient and/or a designated primary caregiver; and/or,
- f) Require that residences used for cultivation are maintained primarily for sleeping, bathing, and preparation of meals by requiring certain standards be maintained in the residence such as a fully functional kitchen, bathroom(s), and primary bedroom, and prohibiting these spaces from being used for cultivation; and/or,
- g) Requiring proper ventilation be provided as necessary to ensure that indoor medical marijuana cultivation area(s) will not create a humidity, mold, or odor problems.

3) Other Considerations

- a) Prohibiting medical marijuana cultivation as a home occupation.
- b) Prohibiting offensive smell associated with cultivation.

OTHER AGENCY INVOLVEMENT: n/a

FINANCING: There are minimal costs associated with conducting this workshop; however General Funds could be used for future development and consideration of a Medical Marijuana ordinance.

| <u>APPROVALS</u> | |
|-------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>5-15</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

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

 Date: 5/5/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: CLERK OF THE BOARD
 By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: MAY 12, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the April 21, 2015 Board of Supervisors Meetings.

SUMMARY DISCUSSION: - 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 web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Date: _____

30

Olancha Community Services District
Olancha Cartago Fire Department
P. O. Box 64
689 Shop Street
Olancha, CA 93549
Telephone (760) 764-2370 FAX (760) 764-1917
www.olanchafd.org

April 30, 2015

Honorable Board of Supervisors
County of Inyo

Honorable Board:

As I understand it, on May 5th Mr. Lynch from ICEMA will be presenting ICEMA's proposed RFP for the upcoming ambulance RFP process for Inyo County.

I wanted to reiterate the Fire Chiefs position of absolute support for the current Ambulance system that has proven successful and sustainable for over 50 years.

As has been stated repeatedly our concern with the type of changes it appears ICEMA may be putting forward, that while this may benefit a private ambulance provider in San Bernardino in furthering its goals, it is not in the best long term interests of the residents of Inyo County.

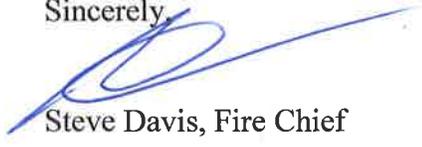
We respectfully request a 60 day window for our departments and also our counsel to review and offer our concerns should there be any before any final approval is given.

I have requested all Inyo County News outlets be present at the May 5th meeting so as to inform the public of the potential changes to ambulance service that may affect them as well.

Please find attached a letter of support from the Mono County Fire Chiefs Association for the Inyo Chiefs position on this issue. It is clear that a majority of Public Safety Agencies in Inyo and Mono Counties are in support of our current system.

Thank you for your time and consideration.

Sincerely,



Steve Davis, Fire Chief

CLERK OF THE BOARD
 ADMINISTRATOR
 INYO COUNTY
 5 16 PM 4:16
 RECEIVED

CC: Inyo/Mono County Fire Chiefs

Mono County Fire Chiefs Association

March 11, 2015

Honorable Members of the Inyo County Board of Supervisors;

It has come to our attention, through the Inyo County Fire Chiefs Association, that ICEMA has been presenting to your board about possible design requirements for an RFP to deliver ambulance services, possibly to require some form of a public/private partnership.

While we are not aware of the specifics of the dialogue, we support the general position of the Inyo County Fire Chiefs to require a detailed and transparent review of any RFP design well in advance of its release. Inyo and Mono County emergency services share many similarities, including long response times, scarce resources, and a few pockets of economic activity in an otherwise rural/frontier setting. We have three primary concerns about the provision of EMS in Mono County by a private provider; given the similarity of our circumstances they are also concerns of the Inyo County Fire Chiefs.

First, we are concerned about the longevity of a private provider. Since EMS profitability largely rests on federal level policy to determine what is "billable" and to what extent, local government has no control over the fiscal trigger points that determine if a private provider stays or goes. It is our understanding that there have been several private start-up attempts over the years in Inyo County. Longevity can also be impacted by private sector acquisitions and mergers. During the period between roughly 1992 and 2000, AMR, for example, went from a rapidly growing private venture, to publicly trade company, to an acquisition by a Canadian company, to being sold off. The impact on small jurisdictions of outsourced, and then abandoned services were enormous.

Second, we are concerned about the future cost of restarting a public EMS service when the market forces make it non-profitable for the private sector. Generally speaking, it is the government's role to provide essential services that are not economically profitable. This is especially true of public safety; law enforcement, fire services, and EMS. EMS has historically been the only public safety service passed back and forth between public and private organizations because it is the only one that periodically, based on market conditions, has the capacity to generate revenues which exceed expenses. After a turn from public to private operation, the public agency begins to lose personnel, equipment, and management expertise necessary to the service. This institutional loss incrementally increases the relative price (a.k.a. subsidy) a public agency will pay for the continuation of a private provider.

Third, we are concerned that a private provider will focus only on the small pockets of profitable area. Public safety is not "market" where services are only provided where they can pay for themselves.

For these reasons we support the general concerns of the Inyo County Fire Chiefs Association, especially their request for a detailed and transparent review of any RFP design well in advance of its release.

Respectfully,

A handwritten signature in black ink, appearing to read "M. Booher", with a long horizontal flourish extending to the right.

Mike Booher, President

Mono County Fire Chiefs Association

¹ See <http://www.fundinguniverse.com/company-histories/american-medical-response-inc-history/>