

# 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.

**April 26, 2016**

**8:30 a.m. 1. PUBLIC COMMENT**

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). 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).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (two cases)
4. **CONFERENCE WITH LABOR NEGOTIATORS –** (Government Code Section 54957.6). Agency designated representatives: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION.** (Government Code Section 54957).  
Title: Chief Probation Officer.

### **OPEN SESSION**

**10:00 a.m. PLEDGE OF ALLEGIANCE**

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
9. **PRESENTATION – Northern Inyo Hospital –** Northern Inyo Hospital's Chief Executive Officer Kevin Flanigan, M.D., MBA, will give the Board an update on the hospital's financial status and capacity trends.

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

**PUBLIC WORKS**

10. Request Board approve Amendment #8 to the Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services, by increasing the contract amount by \$163,010 for a total contract amount not to exceed \$1,596,380, and amending the Scope of Work and Schedule of Fees to include additional tasks required for engineering services for the design of the Lone Pine Airport Lighting Rehabilitation project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.
11. Request Board: A) approve the plans and specifications for the Annex Building and Bishop Senior Center Carpet Project; and B) authorize the Public Works Director to advertise and bid the project.
12. Request Board approve Amendment #2 to the Contract between the County of Inyo and LSC Transportation Consultants, Inc. for the provision of Transportation Planning Services by increasing the contract amount by \$7,080 for a total contract amount not to exceed \$96,240, extending the term of the contract from April 30, 2016 to April 30, 2017, and amending the Scope of Work to include the additional tasks required to assist in the development of one Active Transportation Program Plan application, which includes a revised Schedule of Travel and Per Diem payment, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**PLANNING**

13. Request Board approve the Contract between the County of Inyo and RRM Design Group, for the provision of planning and environmental services in an amount not to exceed \$583,845, for the period of May 1, 2016 through June 30, 2020, contingent upon appropriate signatures being obtained and the adoption of future budgets, and authorize the Chairperson to sign

**WATER DEPARTMENT**

14. Request Board approve the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services, in an amount not to exceed \$99,830, for the period of July 1, 2016 through June 30, 2017; contingent upon adoption of future budgets and upon appropriate signatures being obtained, and authorize the Chairperson to sign,

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

15. **COUNTY ADMINISTRATOR - Film Commissioner** – Request Board receive the Film Commissioner's Fiscal Year 2015-16 April verbal report.
16. **TREASURER-TAX COLLECTOR** - Request Board amend Resolution #77-21 entitled "Resolution Authorizing Investment of County Monies in Local Agency Investment Fund" (LAIF) to include Deputy Treasurer-Tax Collectors as authorized co-signers for the LAIF account.
17. **DISTRICT ATTORNEY** – Request Board: A) amend the Fiscal Year 2015-16 OES/WAC Budget #620415 by increasing estimated revenue in State Grants (Object Code #4498) by \$5,965 for a total grant amount of \$118,975, and increasing appropriations in; General Operating (Object Code #5311) by \$6,654 and Construction in Progress (Object Code #5700) by \$496; and reducing appropriations in Salaried Employees (Object Code #5001-5043) by \$1,085 and Education Reimbursement (Object Code #5034) by \$100; and B) authorize the District Attorney to sign any necessary documentation to accept and utilize the grant and augmentation of the grant on behalf of the County. *(4/5's vote required)*
18. **PUBLIC WORKS** - Request Board award the bid to and approve the Contract between the County of Inyo and Shoshone Propane of Pahrump Nevada for the Tecopa HVAC Replacement Project, in an amount not to exceed \$20,000, and authorize the Chairperson to sign contingent upon future budgets and 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.

19. **PLANNING** - Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.
20. **COUNTY ADMINISTRATOR – Library** – Request Board provide direction regarding engaging a consultant to review the library automation process.
21. **COUNTY ADMINISTRATOR – Recycling and Waste Management** – Request Board find consistent with the Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Solid Waste Budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and B) the position could be filled by an internal recruitment, however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Equipment Operator I at Range 58 (\$3,310-\$4,027).

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

- 11:00 a.m. 22. **WATER DEPARTMENT** – Request Board review and possibly provide direction concerning the LADWP propose Annual Operations Plan.

**CORRESPONDENCE – ACTION** (To be considered at the Board's convenience)

23. **INYO COUNTY FISH AND WILDLIFE COMMISSION** – Request Board authorize a donation of \$2,500 from the Fish and Game Fine Fund to Eastern Sierra Wildlife Care for the care and feeding of sick and/or injured wildlife for FY 2015/2016.

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

24. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

25. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a diesel spill south of Collins Road on Hwy 395.



**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:  <b>AGENDA NUMBER</b>  <b>10</b>
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**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Amendment No. 8 to the Master Agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services related to design services at Lone Pine Airport for the Design of Airfield Lighting Rehabilitation Project.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board approve Amendment #8 to the Contract between the County of Inyo and Wadell Engineering Corporation, for the provision of On-Call Airport Engineering and Planning Services by increasing the contract amount by \$163,010 for a total contract amount not to exceed \$1,596,380, and amending the Scope of Work and Schedule of Fees to include additional tasks required for engineering services for the design of the Lone Pine Airport Lighting Rehabilitation project, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:** (N/A)

**SUMMARY DISCUSSION:**

On June 11, 2013, the County awarded a 5 ½ year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following seven (7) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Marking, Terminal Area Security Fencing and Access Gates Project (design only);
6. Independence Airport – Runway 14-32 Pavement Crack Repair, Sealing and Marking Project (design only); and,
7. Bishop Airport – Passenger Traffic Study, Phase 1.

On July 7, 2015, the Federal Aviation Administration (FAA) issued to the County of Inyo a grant in the amount of \$150,000 for the Lone Pine Airport - Airfield Lighting Project to fund 90% of the total project design costs associated with the new runway and taxiway lighting systems.

Currently, 90% of WEC design costs for the Airfield Lighting Rehabilitation are provided for in the current FAA AIP Grant amount of \$150,000. Public Works will also be applying for a matching grant from Caltrans, Calif. Division of Aeronautics (CDA) California Aid to Airports Program (CAAP) for a 4.5% of the total project costs.

Amendment No. 8 will be funded through the Public Works Department Budget Unit 150502, Lone Pine/Death Valley Airport Improvement and will utilize the following object codes for expenditures and revenues as shown below:

<i>Funding Source</i>	<i>Expenditure Object Code</i>	<i>Revenue Object Code</i>
FAA Grants	5265	4555
CDA Matching Grants	5265	4498
County	5124	4998

**ALTERNATIVES:**

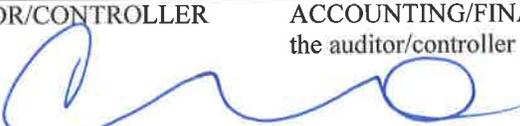
Your Board could choose not to approve Amendment No. 8 to provide design services for the Lone Pine Airport – Design of Airfield Lighting Rehabilitation Project. This is not recommended because the project will be 90% funded by the FAA.

**OTHER AGENCY INVOLVEMENT:**

The Auditor’s Office to make payments to WEC after Contract Amendment No. 8 is executed; and, the Office of County Counsel to review and approve Amendment No. 8 to the Master Agreement.

**FINANCING:**

Up to 90% of the total project design cost for Amendment No. 8 will be reimbursed by the FAA grant, and up to 4.5% will be reimbursed by expected Calif. Division of Aeronautics (CDA) grants. The remaining costs will be funded by an in-kind match from the Public Works Department Budget Unit 150502, Lone Pine/Death Valley Airport Improvement. The FAA and CDA grants require reimbursements to local agencies upon submittal of progress invoices for expenditures actually made.

<b>APPROVALS</b>	
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>4/12/16</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>4/14/2016</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: 4/16/16

**AMENDMENT NO. 8**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Wadell Engineering Corporation**  
**For**  
**On-Call Airport Engineering and Planning Services**

**LONE PINE AIRPORT:**  
**DESIGN OF AIRFIELD LIGHTING REHABILITATION**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

**WHEREAS**, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million five hundred ninety six thousand three hundred eighty dollars and no cents (\$1,596,380.00) (hereinafter referred to as "Contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for engineering services for the design of the Lone Pine Airport Lighting Rehabilitation project, as described in Wadell Engineering Corporation's proposal entitled Scope of Work, Lone Pine Airport, Design of Airfield Lighting Rehabilitation, which is included in Attachment A-8 to the Contract.
3. Wadell Engineering Corporation's fee for the scope of work described in Attachment A-8 to the Contract shall be the lump-sum, fixed-price fee of \$163,010.00, the payment schedule for which is included in Attachment B-8 to the Contract.

The effective date of this amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NO. 8**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Wadell Engineering Corporation**  
**For**  
**On-Call Airport Engineering and Planning Services**

**LONE PINE AIRPORT:**  
**DESIGN OF**  
**AIRFIELD LIGHTING REHABILITATION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

**CONSULTANT**

By: Robert P. Wadell

Dated: 4-15-2016

Taxpayer's Identification Number:

94-2250346

**AMENDMENT NO. 8**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Wadell Engineering Corporation**  
**For**  
**On-Call Airport Engineering and Planning Services**

**LONE PINE AIRPORT:**  
**DESIGN OF**  
**AIRFIELD LIGHTING REHABILITATION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

Taxpayer's Identification Number:

\_\_\_\_\_ 94-2250346 \_\_\_\_\_

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

APPROVED AS TO ACCOUNTING  
FORM:

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

**ATTACHMENT A-8**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Wadell Engineering Corporation**  
**FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**LONE PINE AIRPORT**  
**DESIGN OF**  
**AIRFIELD LIGHTING REHABILITATION**

**TERM:**

**FROM:** June 18, 2013      **TO:** December 30, 2018

**SCOPE OF WORK:**

The scope of work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for design services for Lone Pine Airport for lighting rehabilitation. The scope of services for these services shall be as identified below.

The lighting project includes design for removal and replacement of all runway and taxiway edge lighting and signs throughout the airport, new edge reflectors where appropriate, lighted primary wind cone and two supplemental wind cones, new precision approach path indicators (PAPI) and runway end identifier lights (REIL) for Runway 16-34; new airport rotating beacon on pole, and conceptual design for new pre-manufactured concrete airport lighting vault with standby power and radio control to provide power and control to the new fixtures. The design includes replacement of existing airfield underground and airfield power and control cables.

The Consultant services include field investigation, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, one pre-bid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County. The project will be bid in Phases based on available FAA funding.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final work. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

END OF DOCUMENT

**ATTACHMENT B-8**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Wadell Engineering Corporation**  
**FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES**

**LONE PINE AIRPORT**  
**DESIGN OF**  
**AIRFIELD LIGHTING REHABILITATION**

**TERM:**

**FROM:** June 18, 2013                      **TO:** December 30, 2018

**SCHEDULE OF FEES:**

The scope of work described in the original Contract, dated June 11, 2013, is revised to include additional tasks required for design services for the Lone Pine Airport lighting project. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled *Scope of Work, Lone Pine Airport, Design of Airfield Lighting Rehabilitation*.

Wadell Engineering Corporations fee for the services described in Attachment A-8 shall be a lump-sum fixed-price fee of \$163,010.00. The total fee is payable to Wadell Engineering Corporation in the following increments:

30% Design Completion	60% fee payable
75% Design Completion	80% fee payable
100% Design Submittal	98% fee payable
Bid Completion	100% fee payable

The 30% Design Completion will include the completion of field surveys, and base plan layout.

The 75% Design completion will include the preliminary plans, specifications, and estimate of probable costs for the project. The plans may not include all details.

The 100% Design Submittal will include the submission to the County of all plans, specifications, and estimates to the County of all documents ready for bidding.

Bid Completion will be 100% fee payable.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
11

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

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** APR 26 2016

**SUBJECT:** Annex Building & Bishop Senior Center Flooring Project

**DEPARTMENTAL RECOMMENDATION:**

Request your Board: 1) approve the plans and specifications for the Annex Building and Bishop Senior Center Project; 2) authorize the Public Works Director to advertise and bid the Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As part of the 2015-16 Approved Deferred Maintenance Schedule, the Independence Annex abatement and carpet project was budgeted for \$150,000 then during the Mid-Year Budget process the Bishop Senior Center was added and the budget increased \$16,000 to repair and finish the floors. The Bishop Senior Recreation Committee has raised funds to pay for over half of the project, and the donation of these funds is anticipated in this budget.

Public Works is proposing to bid the Annex Floor and Bishop Senior Center as one project in an attempt to conserve time, energy and budget.

This project consists of complete removal and disposal of existing flooring, asbestos abatement, and installation of new flooring in the Annex Building (located at 168 N. Edwards St., Independence, CA). Additional work is described in this bid package as "Additive Bid Items" and consists of removing and replacing existing flooring in the Bishop Senior Center Building (located at 682 Spruce Street, Bishop, CA). Also included in the scope of work is the necessary moving/relocating of office furniture, and fixtures to allow for flooring removal and installation.

**ALTERNATIVES:**

Not approve the plans, specifications, and advertisement of the project. This is not recommended as both buildings are in need of new flooring, as they are currently grounds for a fall hazard.

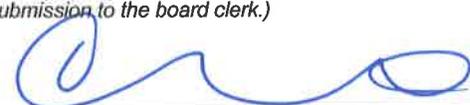
**OTHER AGENCY INVOLVEMENT:**

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

**FINANCING:**

This project is funded the Deferred Maintenance Budget 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>3/31/16</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>5/12/2016</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: 4/14/16



**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

**12**

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 26, 2016

SUBJECT: Approval of Amendment No. 2 to the contract for transportation planner services with LSC Consulting.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board approve Amendment #2 to the Contract between the County of Inyo and LSC Transportation Consultants, Inc. for the provision of Transportation Planning Services by increasing the contract amount by \$7,080 for a total contract amount not to exceed \$96,240, extending the term of the contract from April 30, 2016 to April 30, 2017, and amending the Scope of Work to include the additional tasks required to assist in the development of one Active Transportation Program Plan application, which includes a revised Schedule of Travel and Per Diem payment, contingent upon appropriate signatures being obtained, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Your Board approved the award of a contract regarding transportation planning services to LSC Consulting at the August 19, 2014 meeting to 1) update the Regional Transportation Plan, 2) create an Active Transportation Program plan, and for 3) other transportation planning services as needed. In April 2015 the contract was amended to complete Active Transportation Program (ATP) grant applications on behalf of both the County and the City of Bishop. The City application for the Spruce / Yaney / Hanby project was successful and the County Town to Tract bike lanes project did not score high enough to be funded. The contract is now being increased for the consultant to submit an ATP grant application on behalf of the City of Bishop. County staff is working to hire a consultant with more specific engineering experience to submit an ATP application on behalf of the County. The contract period is being extended from April 30, 2016 to April 30, 2017 to allow for the completion of a City of Bishop ATP grant application and additional services as needed.

**General Transportation Planning Services**

As set forth in the Request for Proposals, the consultant may provide transportation planning services to assist with general administration and operation of the Inyo County LTC. Possible future tasks could include the completion of Project Initiation Documents or Project Study Reports, and the completion of grant applications on behalf of the LTC, County, or City for programs such as the Active Transportation Program and the Highway Safety Improvement Program. Staff recommends extending the contract for a one-year period to provide the LTC with assistance in accomplishing tasks set forth in its Overall Work Program.

LSC Transportation Consultants has provided a scope of work to complete one Active Transportation Program application for the City of Bishop that is attached to the contract.

**ALTERNATIVES:**

The board could choose not to approve the amendment. This would require staff to complete the grant applications in house. This is a competitive grant program and the submittal by the County two years ago was not successful. Staff believes the consultants will be able to submit a more competitive grant application. The time extension will let the County amend the existing contract to provide more transportation planning services.

**OTHER AGENCY INVOLVEMENT:**

- (1) County Counsel to review and approve the amendment for form and legality.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.
- (3) The City of Bishop to provide background information to the consultant.

**FINANCING:**

The Public Works Department will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. The Inyo County Local Transportation Commission has included in its Overall Work Program specific tasks related to the preparation of grant applications and also project initiation documents. The cost to prepare the planning documents and grant applications will be provided entirely by existing programming of Planning, Programming, and Monitoring funds in the State Transportation Improvement Program and Regional Planning Assistance funds. There is no risk because adequate funding has already been allocated from the California Transportation Commission to fund the implementation of this project, as amended, during the contract period.

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>4/15/16</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>4/19/2016</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: 4/19/2016  
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LSC Transportation Consultants, Inc.  
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and LSC Transportation Consultants, Inc. of Tahoe City, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of transportation planning services dated August 19, 2014, on County of Inyo Standard Contract No. 156, for the term from August 19, 2014 to April 30, 2015 which was subsequently extended to April 30, 2016.

**WHEREAS**, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 2, Term. The term of this Agreement shall be from August 19, 2014 to April 30, 2017 unless sooner terminated as provided below.
2. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed ninety-six thousand two hundred and forty dollars and no cents (\$96,240.00) (hereinafter referred to as "contract limit").

3. Attachment A to the contract, *Scope of Work*, shall be revised to include the additional tasks required to assist in the development of one Active Transportation Program Plan application for the City of Bishop and to include a revised Schedule of Travel and Per Diem Payment.

The effective date of this amendment to the Agreement is April 26, 2016.

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

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LSC Transportation Consultants, Inc.  
FOR THE PROVISION OF TRANSPORTATION PLANNING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
26 DAY OF April, 2016.

**COUNTY OF INYO**

**CONTRACTOR**

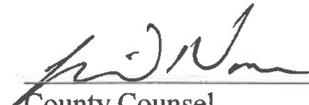
By: \_\_\_\_\_

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

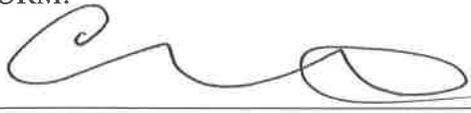
Dated: \_\_\_\_\_

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**ATTACHMENT A1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LSC Transportation Consultants, Inc.  
FOR THE PROVISION OF Transportation Planning SERVICES**

**TERM:**

**FROM:** May 1, 2016      **TO:** April 30, 2017

**SCOPE OF WORK:**

The scope of work (Attachment A) of the original contract, dated August 19, 2014, is revised to include the language in the attached Memorandum from LSC Transportation Consultants, Inc.

The fees for the work shall be those listed in LSC Transportation Consultants Standard Billing Rate for 2016 attachment to the amendment.



**TRANSPORTATION PLANNING AND  
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C  
Post Office Box 5875  
Tahoe City, California 96145  
(530) 583-4053 FAX: (530) 583-5966  
info@lsc Tahoe.com

**MEMORANDUM**

**To:** Courtney Smith  
Transportation Planner  
Inyo County Local Transportation Commission  
P.O. Drawer Q  
Independence, CA 93526

**From:** Gordon Shaw and Genevieve Evans  
LSC Transportation Consultants, Inc  
2690 Lake Forest Rd.  
Tahoe City, CA 96145

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**Proposal to Assist the Inyo County Local Transportation Commission  
(ICLTC) with the Preparation of an Active Transportation Program Grant**

LSC Transportation Consultants Inc. proposes to assist the Inyo County Local Transportation Commission with the preparation of one Cycle 3 Active Transportation Program (ATP) grant application for the City of Bishop. The grant application process will be a collaborative effort between the Consultant Team, ICLTC, and the City of Bishop.

The following sets forth a potential division of duties between all entities, work scope for LSC, and estimated costs for LSC's tasks. As of the date of this proposal, ATP application materials had not been published on the Caltrans website. If the provision of these materials necessitates a change in the work scope, LSC would be happy to work with ICLTC to adjust this work scope.

**Task 1: Initial Application Review and Input of General Information (Part A)**

After Caltrans has published ATP grant application materials, the Consultant Team will closely review the required elements and prepare a list of data needs and questions for the City of Bishop. This task will also include the preparation of the Part A or standard form of the ATP grant application. It is estimated that this task will take roughly 5 hours of Planner time or \$550 to complete.

**Task 2: Narrative Section (Part B)**

Part B includes the narrative section of the application. With data supplied by the ICLTC and the City of Bishop, the Consultant Team will draft the narrative text and assist with the provision of documentation materials. As such, LSC assumes that ICLTC and the City of Bishop will provide the following:

- Updated project descriptions
- Engineers cost estimates
- Photos of existing conditions
- Project programming requests
- Engineers checklists
- Available traffic counts on affected roadways
- Any additional accident data (fatalities and injuries) which is not available through SWITRS
- Any speed surveys on affected roadways which may be beneficial to the application
- Available estimates on the number of users of the facility

In an effort to more completely understand the need for the project, the Consultant Team will contact a City of Bishop and Inyo County representative to discuss the proposed ATP project in greater detail over the phone.

The Study Team will be responsible for:

- Answering the narrative questions in Part B
- Contacting the California Conservation Corp
- Assisting with obtaining Letters of Support

This work scope assumes that the City of Bishop will be able to provide detailed information regarding the project and surrounding location, so that a site visit by the consultant will not be necessary. It is estimated that LSC's portion of Part B for the grant application will take roughly 2 hours of Principal time and 50 hours of Planner time for a total cost of \$5,880.

### **Optional Task: Maps**

The ATP applications will likely require the following maps:

- Project location map
- Project location map showing existing and proposed conditions
- Project map displaying project boundaries and geographic boundaries of disadvantaged community the project is serving (if applicable)

If these maps are not readily available from the City of Bishop and ICLTC, the Study Team can prepare these maps in ArcGIS and Adobe Acrobat format. It is estimated that it would take roughly 10 hours of graphics technician time or \$650 to complete all the maps for the application.

### **Schedule**

The Consultant Team will prepare Part A and the narrative text portion of Part B in Microsoft Word format with supporting attachments in Adobe Acrobat format to ICLTC and the City of Bishop for review by June 3, 2016. The Consultant will make any necessary changes to the narrative text resulting from the review of the Draft ATP applications in time for the City of Bishop to submit the complete application by the June 15<sup>th</sup> deadline.

### **Total Cost Estimate**

In total, it is estimated that it will cost \$6,430 to prepare the ATP grant application and \$7,080 to prepare the application with maps. We propose to conduct this study on a time and materials basis with a budget not to exceed \$7,080. LSC Tahoe Standard Billing Rates for 2016 are attached for reference.



**LSC Transportation Consultants, Inc.**

2690 Lake Forest Road, Suite C  
 Post Office Box 5875  
 Tahoe City, California 96145  
 Phone: (530) 583-4053 • Fax 583-5966  
 Website: www.LSCtrans.com  
 Email: info@lsc Tahoe.com

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**TAHOE STANDARD BILLING RATES**

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<b>LABOR</b>	<b>RATE</b>
Principals .....	\$190/hour
Associates .....	\$150/hour
Senior Engineers .....	\$120/hour
Senior Planners .....	\$110/hour
Engineers .....	\$100/hour
Planners.....	\$95/hour
Senior CAD Operators.....	\$75/hour
Graphic Technicians .....	\$65/hour
Administrative Assistants .....	\$60/hour
Traffic Count Technicians .....	\$40/hour

**SPECIALIZED EQUIPMENT**

Computer and Specialized Software.....	\$15/hour
Turning-Movement Traffic Keyboard .....	\$3/hour
Automatic Traffic Counter.....	\$25/day
Auto .....	\$0.56/mile
Photocopies .....	\$0.10/copy
Color Copies .....	\$0.15/copy
Plots .....	\$5.00/D-size plot

**OUTSIDE CONSULTANTS, SUB-CONTRACTORS AND CONTRACT LABOR**

Billed at our cost + 10 percent.

**OTHER DIRECT PROJECT EXPENSES** such as Airfare, Lodging, Meals, Car Rental, Telephone, Postage, Parking Fees, Printing, Graphics, Delivery Charges, etc., are billed at our cost.

*Effective January 1, 2016*



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

For Clerk's Use Only:  
AGENDA NUMBER

13

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Contract for Consultant's services, North Sierra Highway Corridor Plan/Specific Plan/Environmental Impact Report

**RECOMMENDATION:** Request the Board of Supervisors approve the Contract between the County of Inyo and RRM Design Group (RRM), for the provision of planning and environmental services in an amount not to exceed \$583,845, for the period of May 1, 2016 through June 30, 2020 contingent upon obtaining the appropriate signatures and adoption of future budgets, and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:** On April 24, 2015, Inyo County was awarded a Sustainable Transportation Planning Grant from the California Department of Transportation in the amount of \$275,440 for the preparation of a corridor plan for the North Sierra Highway located in Bishop. At the July 14th, Board of Supervisors meeting, Inyo County Planning Staff presented a proposal to augment the Corridor Plan to develop a comprehensive specific plan for North Sierra Highway (a study area along 395 approximately from the fairgrounds/Wye to the Paiute Palace Casino), and complete the associated Environmental Impact Report (EIR) needed to adopt the Plan. The Planning Department described the conceptual scope of the proposed specific plan and the anticipated benefits to the County, including: Providing a long-term vision and infrastructure program for lands within the County's jurisdiction adjacent to Highway 395, analysis of short- and long-term market trends to identify a land use mix compatible with existing and planned land uses in the area, and programmatic environmental review for the County's zoning and General Plan that might be proposed by the specific plan, as well as for potential future projects within the planning area.

Since the Planning Department was last before the Board about this matter, the Department has been able to finalize the participation of the City of Bishop (the City) as a partner and financial contributor to this project. The Bishop Paiute Tribe (the Tribe) has also been brought in as a partner and financial contributor. And the Eastern Sierra Transit Authority (ESTA) and Inyo County Local Transportation Commission (LTC) have also made financial pledges to assist the project. Other stakeholders that have been approached and are interested in participating in the planning process and possibly as financial contributors in the future include the Tri-County Fair, Mule Days, the Paiute Palace, the Los Angeles Department of Water and Power, and the Eastern Sierra Community Services District.

At the August 25, 2015 Board meeting, the board approved for the Planning Department to prepare a Request for Proposal (RFP) and solicit proposals from qualified planning firms. The contract with Caltrans was executed on November 23, 2015. The RFP was distributed to qualified and interested planning firms on February 9, 2016, and we received four proposals in early March that were considered. All four firms that were considered were qualified and any one of them could have met all of the County's needs. The four proposals were reviewed and scored by representatives from the County, the City, the Tribe and Caltrans. The representatives used 5 main categories to evaluate: Scope of Services; Fee; Schedule; Qualifications; and ability to enter the standard Inyo County Contract No. 156. Find attached a summary of the scoring and of the proposed fees for the four firms. RRM stood above the other 3 applicants in that they were in the upper tier in all categories. The other proposals tended to show strengths in certain areas, but also have areas of relative weakness or concerns. RRM was scored highest by all representatives.

Per the guidelines of the RFP, in part to help delineate work that is covered by the Caltrans grant and work that is to be covered by the other contributors, the work has been divided into two phases. Phase I includes the entire Corridor Plan process, as well as the Draft Specific Plan and the Economic Analysis. The scope of Phase I consists of a kickoff meeting; development of a plan concept, which will include stakeholder interviews, research, review of

opportunities and constraints, a charrette with stakeholders, development of plan concepts and an economic development assessment; preparation of a draft plans, including public meetings and board presentations and hearings; and concluding with finalization of the final Corridor Plan and the final Draft Specific Plan, which will also include public meetings and board hearings. Phase I is to be complete no later than February, 2018. Phase II includes the Final Specific Plan and the EIR. The scope of Phase II consists of creation of a Notice of Preparation, creation of a draft EIR, finalization of the EIR and finalization of the Specific Plan. Phase II, is to commence upon authorization of the County and is to be completed in just less than 2 years from that authorization.

Staff is requesting the Board approve the contract between the County and RRM and direct staff to commence working with RRM on Phase I of the North Sierra Highway Plans.

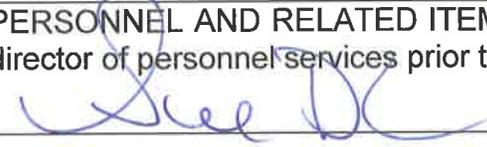
**ALTERNATIVES:**

- The Board could direct staff to prepare a contract for only the first phase of the work. Staff does not recommend this alternative as all parties are committed to the completion of the entire project. The contract, while severable at the break between phases, is consistent with the County's desires to complete the entire project and to do so with one consultant from beginning to end.
- The Board could direct staff to cease working on the Specific Plan component; this is not recommended as many stakeholders are enthusiastic about proceeding, and the County, City of Bishop, Bishop Paiute Tribe, and ESTA have pledged support to expand the Corridor Plan into a Specific Plan.
- The Board could direct staff to further negotiate with RRM; this is not recommended as the contract presents an acceptable approach to the project and time is of the essence. The Board could direct staff to negotiate with one of the other responding firms; this is not recommended as RRM was highest ranked by the Selection Committee, the negotiated scope is superior to the other consultants' proposals, and time is of the essence.
- The Board could also direct staff to cease working on the effort; this is not recommended as the County and Caltrans have entered into a contract to complete the Corridor Plan, and there appears to be strong support to expand the scope to include a Specific Plan.

**OTHER AGENCY INVOLVEMENT:** Inyo County Counsel, Inyo County Risk Management, Inyo County Public Works, Caltrans, the City of Bishop, the Bishop Paiute Tribe, LTC, ESTA and others.

**FINANCING:** Work on the North Sierra Highway Sustainable Transportation Corridor Plan portion of this project is being primarily funded through the Caltrans Sustainable Transportation Planning Grant with a relatively small matching requirement being provided by the County and City of Bishop. The incremental Specific Plan, EIR and Financial Assessment components are being funded by the County, City, the Tribe, ESTA and the LTC. Other agencies and stakeholders may also contribute. The grant funds approximately \$275,000 for the Corridor Plan. In addition to the Corridor Plan, the scope of Phase I has been augmented to include completing a draft Specific Plan. It is anticipated that the County will contribute approximately \$45,000 and additional staff time, and that the City, Tribe, and ESTA will contribute approximately \$15,000 each and additional staff time to the draft Specific Plan. These contributions from the City, Tribe and ESTA do not have formal agreements currently in place, but staff is working to secure formal agreements. Should any of these contributors choose not to participate, the Planning Department will re-evaluate the financing of Phase I. During Phase II, it is anticipated that contributions of approximately \$320,000 will be needed, plus staff time. Staff from the partner agencies will continue to investigate further grant funding opportunities in the meanwhile, and will not proceed with Phase 2 without Board approval.

Adequate resources in the Planning Department budget (023800) for Fiscal Year 2015-16 in Professional and Special Service Expenses (Revenue Code 5265) and State Grants (Object Code 4498), Operating Transfers In (4998), and Inter Government Charges (4824) are available to reflect these revenues and costs. Work on tasks in accordance with this contract will carry forward into future budgets and will be evaluated accordingly during the budget process.

<b>APPROVALS</b>	
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.)
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) 4/13/2016
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 4/12/16

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

 \_\_\_\_\_ Date: 4/13/16

**Attachments:**

- Standard Contract No. 156 between Inyo County and RRM Design Group
  - Attachment A – Scope of Work
  - Attachment B – Schedule of Fees
  - Attachment C – Schedule of Travel and Per Diem Payment
  - Attachment D – Insurance Provisions
  - Attachment E – Federal Funds Addendum
- Table of Firm Scoring and Proposed Fees
- Maps of Corridor and Specific Plan Areas

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the planning and environmental review services of RRM Design Group (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from May 1, 2016 to June 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed five hundred eighty three thousand eight hundred forty five (\$583,845) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the tenth (10th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with Attachment C. Upon timely receipt of the statement by the tenth (10th) day of the month, County shall make payment to Consultant within 30 days.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### 4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County. Notwithstanding the foregoing, County agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by County or County's contractors or consultants; or discovery of any hazardous substances or significantly differing site conditions.

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

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

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

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

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

#### 7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

## 8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

## 9. STATUS OF CONSULTANT.

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

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

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

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

## 10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## **11. RECORDS AND AUDIT.**

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

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

## **12. NONDISCRIMINATION.**

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

## **13. CANCELLATION.**

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

## **14. ASSIGNMENT.**

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

## **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

Notwithstanding the foregoing, Consultant shall not be restricted from disclosing confidential information that is reasonably necessary for Consultant to disclose to Consultant's employees, sub-consultants and the general contractor and subcontractors. Nor shall Consultant be restricted from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court or other administrative agency with competent jurisdiction, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim, provided that such disclosure be limited by a protective order.

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
<u>Planning</u>	Department
<u>PO Drawer L</u>	Address
<u>Independence, CA</u>	City and State

<b>Consultant:</b>	
<u>RRM Design Group</u>	Name
<u>3765 S. Higuera St., Ste. 102</u>	Address
<u>San Luis Obispo, CA 93401</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES**

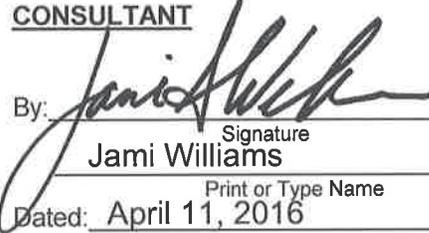
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

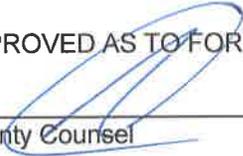
By: \_\_\_\_\_

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

**CONSULTANT**

By:  \_\_\_\_\_  
Signature  
Jami Williams  
Print or Type Name  
Dated: April 11, 2016

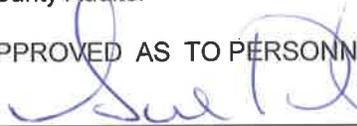
APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES**

**TERM:**

**FROM:** MAY 1, 2016 **TO:** JUNE 30, 2020

**SCOPE OF WORK:**

The Consultant shall complete the scope of work on the following pages in compliance with the contract with the State of California Department of Transportation (Caltrans) included as Exhibit 1. The Consultant may not commence Phase II until written authorization is obtained from the Planning Director. The Schedule for Phase I shall be as described in Exhibit 1. The schedule for Phase II shall be as follows: NOP/IS within three months of notification to proceed with Phase II, Draft EIR within one year of the NOP/IS, and Final EIR/Final Plan within eight months of the Draft EIR. Consultant shall support County in reporting to Caltrans by providing deliverables as identified in the scope of work.

# **Attachment A**

## **RRM Design Group Scope of Services**

The following is the scope of work to develop the North Sierra Highway Sustainable Corridor Plan funded by a grant from Caltrans from the 2015-16 Sustainable Transportation Planning Grant program and a Specific Plan for a similar planning area. The project will consist of two phases: (1) Draft Specific/Corridor Plan and (2) Final Specific Plan/Environmental Impact Report (EIR). The first phase will include completion of the Corridor Plan pursuant to the Caltrans grant and development of a Draft Specific Plan. The second phase will include preparation/processing of the EIR, and development of the final Specific Plan. This scope describes Consultant services and deliverables.

### **Phase I – Draft Specific/Corridor Plan**

#### **1. Project Initiation**

The purpose of this task is to procure a Consultant with expertise in corridor planning, Specific Plans, and environmental review and kickoff the project.

##### **Task 1.1 Procure Consultants**

This task will not require any assistance from the Consultant team.

##### **Task 1.2 Kickoff Meeting**

RRM and Traffic Works project managers will meet with staff to discuss the Corridor Plan process and deliverables. As part of this meeting, Key members of the Consultant team will conduct a field trip with staff to gain a thorough understanding of the planning area. This task will include the following:

- Review project goals and objectives, scope of work, and project timeline.
- Identify key project contacts and information exchange.
- Discuss general problems, hot spots, and issues to be focused on during the project.
- Identify optimal working relationship, in terms of receipt and review of materials, turnaround times, etc.
- Discuss document and product format, organization, and graphic quality presentation.

##### **Deliverable Products:**

Prepare for and attend kick-off meeting as described above.

#### **2. Plan Concept**

The purpose of this task is to explore concepts for the project to begin developing the Plan.

### **Task 2.1 Stakeholder Interviews**

The County, Tribe, and the City will work with the Consultant and Partners to identify key stakeholders for interviews. Talking points will be developed to solicit opinions about the Corridor, identify existing data and data needs, and begin visioning.

RRM and Traffic Works will prepare for and attend one day of stakeholder interviews each. If the interviews are scheduled on back to back days, there may be some overlap in participation of the Consultant team. Stakeholder may include Josh Hart – Inyo County Planning Director, Courtney Smith – Inyo County Transportation Planner, David Grah – City of Bishop Director of Public Works, Gary Schley – City of Bishop Planning Director, Terry Erlwein – Caltrans Traffic Operations, Forest Becket or Sardar Khan – Caltrans Local Assistance, Bishop Paiute Tribal Council Member or Mervin Hess, Tribal Administrator, Bishop Paiute Development Corporation Representative, LADWP Representative, and select decision makers, landowners, merchants, developers, residents, and groups with an interest in the project.

#### **Deliverable Products:**

Prepare for and attend two (2) consecutive days of interviews. County staff will be responsible for meeting notification, facility, and logistics. RRM to provide meeting notes.

### **Task 2.2 Preliminary Research**

The Consultant will research the various available reports and identify important data needs to begin developing the opportunity/constraints exhibit and plan concepts. Preliminary Research will be summarized in a memorandum with site photos and graphics included.

#### **Deliverable Products:**

Review and gather data, as described above and provide a summary memorandum

### **Task 2.3 Opportunities/Constraints Exhibit**

Using County-provided data, RRM will prepare a project area base map in AutoCAD/GIS format. This base map will compile existing County-provided data into one exhibit to show the following: parcel lines, street locations and names, land uses, existing building footprints (if available), and an aerial photo. The base map will be used throughout the project for various mapping and design exhibits. As an overlay to this map, the RRM will prepare an existing conditions map with opportunities/constraints illustrating significant site features, infill opportunities, and activity centers. This map will be used for public meetings and discussions and will be included in the Specific Plan. The exhibit will be shared with the County, City, Tribe, and Partners in draft form for input prior to finalizing.

**Deliverable Products:**

One (1) electronic base map and one (1) existing conditions/opportunities and constraints overlay map using existing data and aerial photographs provided by the County.

**Task 2.4 Plan Concepts**

Based on the previous tasks, the Consultant will develop various plan concepts and alternatives to begin soliciting input regarding various approaches to scope, design, financing, and implementation. RRM will produce refined concepts developed during the charrette (Task 2.5). Exhibits and concepts will become the basis for the Specific Plan and may include the following:

- District boundaries, if applicable
- Description of land use categories, desired, and undesired uses
- Proposed development regulations including the following:
  - Building setbacks
  - Building height limits
  - Building form standards
  - Parking standards and concepts
- Urban design concepts, neighborhood or district identity and linkages

Traffic Works will provide complete street design concepts and alternatives that are driven by the preliminary opportunities and constraints that will have been identified through the previous tasks. Consideration of opportunities for “place making” and multi-modal access to different land uses (in coordination with the area Specific Plan effort) will be included in the design concepts and alternatives. If necessary, various concepts may be tailored for certain segments of the corridor (with designs for transitions between concepts) based on anticipated/desired speeds, access needs and driveways/cross streets, as well as the adjacent land use context.

Discrete sections will be provided for the Corridor Plan and other Specific Plan topics.

**Deliverable Products:**

The Consultant team will prepare concept maps and figures for discussion and use in the Corridor/Specific Plan including a summary of zoning and land use recommendations and urban design principles and graphics.

**Task 2.5 Charrette**

The County, City, Tribe, Partners, and the Consultant will develop a Charrette to be conducted with interested stakeholders to explore visions for the Plan and move forward with Plan development. The Consultant team will facilitate an interactive design Charrette, a “roll up your sleeves” activity aimed at developing land use, zoning, urban design, public amenities, and mobility concepts. County, City, and Tribal staff will participate in the workshop, which may involve focus group exercises and general workshop exercises. During a portion of the Charrette, the Consultant team will work to consolidate information gathered to prepare a series of urban design and mobility principles, concepts, and visual imagery to support desired implementation

concepts and strategies. This work effort will be conducted on-site, allowing members of the community the opportunity to drop in and see the ideas develop. RRM and Traffic Works will prepare for, organize, facilitate and conduct a charrette lasting up to two (2) days in length and prepare a memo summarizing public input and including primary issues and outcomes. Final charrette products will be provided in digital format for inclusion on the project website and will form the bases for the concepts refined in Task 2.4.

**Deliverable Products:**

Prepare for, organize, facilitate and conduct a 1 to 2-day charrette; including preparation of charrette materials, agenda, flyer and summary of input memorandum. The County will notice, advertise, secure meeting room and provide refreshments.

**Task 2.6 Economic Development Assessment**

Economic & Planning Systems (EPS) will prepare a high-level economic development assessment that highlights potential opportunities for economic growth and development in the study area. The assessment will include a review of socioeconomic conditions, rely on a strengths-weaknesses-opportunities-threats (SWOT) analysis, and provide recommendations for the study area.

- *Existing Conditions – This review will consider socioeconomic conditions and trends, labor market characteristics, emerging/declining industry sectors, the relationship of the local area to the broader regional and state economy, and other factors that relate to economic performance, including infrastructure, housing, public services, education, and cultural resources.*
- *SWOT Analysis – This analysis will seek to identify competitive advantages for the study area, considering the economic assets that make the area competitive in the regional economy. The identified advantages will be weighed in the context of the range of factors that may limit the economic potential of the area. The SWOT will rely on available data sources and interviews with local government and business representatives and other stakeholders.*
- *Economic Development Recommendations – EPS findings will flow from the existing conditions review and SWOT analysis. Based on strategic opportunities for the study area and the aspirations stakeholders, recommendations will focus on the long-term land use potential in the study area.*

The Economic Development Assessment will be presented in a report document authored for a broad audience, including a written narrative and charts, figures, and graphics that support the analysis.

**Deliverable Products:**

EPS will prepare a draft report, accept one round of consolidated comments from the client team, refine the report as needed, and deliver a final report.

### **3. Preliminary Draft Plan**

The purpose of this task is to develop the Draft Preliminary Plan and undertake public review.

#### **Task 3.1 Administrative Preliminary Draft Plan**

The Consultant will develop an Administrative Preliminary Draft Plan for review by the County, City, Tribe, and Partner staff. As part of this task, the Consultant team will develop a number of alternatives and provide an Administrative Preliminary Draft Plan (summary document). This summary will include background on the planning process, an overview of the approach and guiding principles used to develop the alternatives, and a description, comparison, and analysis of each of the alternative concepts. Up to three alternatives will be presented in this report to show a range of options to guide future development, mobility and circulation concepts, and community enhancement informed by input from the community and understanding gained from analysis of existing conditions. Rincon Consultants will analyze constraints related to: Aesthetics, Agricultural Resources, Biological Resources; Cultural Resources; Geologic Hazards; Hazardous Materials; Hydrology; Land Use Conflicts; Noise; and Traffic.

##### **Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Administrative Preliminary Draft Plan and will participate in a conference call to discuss the changes. We ask that the County provide one (1) consolidated, marked-up redline version with all draft comments (including those from the Tribe, City of Bishop and any other affected agencies).

#### **Task 3.2 Preliminary Draft Plan**

The Consultant will develop the public-review Preliminary Draft Plan for review by the County, City, Tribe, and Partners, incorporating input on the Administrative Draft Plan and related technical studies. Following the completion of the Administrative Preliminary Draft Plan and receipt of the single-set of redlined comments from the County, RRM will produce the Preliminary Draft Plan. At this point, all of the County's comments will have been integrated and this draft will provide an additional internal review opportunity prior to releasing for public review.

##### **Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Preliminary Draft Plan.

#### **Task 3.3 Public Meeting**

RRM will assist staff in facilitating a public meeting will be conducted by the City, County, Tribe, and Partners with the Consultant's assistance to solicit input regarding the Preliminary Draft Plan.

**Deliverable Product:**

RRM will prepare an agenda, flyer, meeting materials, sign-in sheets, and assist with facilitating the public meeting. County staff will be responsible for meeting notification, facility, logistics and refreshments.

**Task 3.4 Boards/Commissions**

The City, County, Tribe, and Partners with the assistance of the Consultant will share the Preliminary Draft Plan and the results of the public meeting with their respective boards and commissions to solicit input. It is anticipated that the County will prepare agenda reports that will be developed for the City Planning Commission and Council, County Planning Commission and Board of Supervisors, Tribal Council, and a limited number of the Partners' boards and commissions. The County will prepare a report summarizing the input.

**Deliverable Products:**

Prepare for and attend up to four (4) Boards and Commission hearings. Assist staff in presenting and preparation of PowerPoint presentation materials.

**4. Final Corridor Plan and Preliminary Final Draft Specific Plan**

The purpose of this task is to develop the Final Corridor Plan and Preliminary Final Draft Specific Plan.

**Task 4.1 Administrative Draft Final Plans**

The Consultant will develop an Administrative Draft Final Corridor Plan and Preliminary Final Draft Specific Plan for review by the County, City, Tribe, and Partner staff. Following public review of the alternatives presented in the Preliminary Draft Plan, a Preferred Plan will be developed, incorporating characteristics of the alternatives and concepts derived from public input and provided in the Administrative Draft Plan. The Final Corridor Plan and Preliminary Final Draft Specific Plan will include the preferred plan and policy framework summarized in a report. The report is anticipated to be organized by Plan/policy subject, with separate chapters for Project Overview, Background, and Vision; Land Use and Community Design; and Mobility, Circulation and Streetscape (The North Sierra Highway Sustainable Corridor Plan). Within each chapter, the Preferred Plan approach will be summarized, followed by a Policy Framework composed of bullet-point policy ideas. The Consultant and the County will collaborate regarding the Implementation Chapter. The County will prepare preliminary concepts for the Public Services/Infrastructure and Administration Chapters with Consultant's guidance. The report will include a Preferred Plan diagram and a Circulation diagram, as well as individual diagrams for different modes of travel.

**Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Administrative Draft Preferred Plan and will participate in a conference call to discuss the changes. We ask that the County provide one (1) consolidated, marked-up redline version with

## *Scope of Work*

all draft comments (including those from the Tribe, City of Bishop and any other affected agencies).

### **Task 4.2 Public Draft Final Plan**

The Consultant will develop the public-review Draft Final Corridor Plan and Preliminary Final Draft Specific Plan for review by the County, City, Tribe, and Partners, incorporating input on the Administrative Draft Preliminary Final Plan.

#### **Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Public Draft Plan.

### **Task 4.3 Public Meeting**

A public meeting will be conducted by the City, County, Tribe, and Partners with the Consultant's assistance to solicit input regarding the Draft Final Plans. It is anticipated that this meeting will be structured as an open house.

#### **Deliverable Product:**

RRM will prepare an agenda, flyer, meeting materials, sign-in sheets, and assist with facilitating the public meeting. County staff will be responsible for meeting notification, facility, logistics and refreshments.

### **Task 4.4 Boards/Commissions**

The City, County, Tribe, and Partners with the assistance of the Consultant will share the Draft Final Plans and the results of the public meeting with their respective boards and commissions to solicit input. It is anticipated that the County will prepare agenda reports that will be developed for the City Planning Commission and Council, County Planning Commission and Board of Supervisors, Tribal Council, and a limited number of the Partners' boards and commissions. The County will prepare a report summarizing the input.

#### **Deliverable Products:**

Prepare for and attend up to four (4) Boards and Commission hearings. Assist staff in presenting and preparation of PowerPoint presentation materials.

### **Task 4.5 Final Plan**

The purpose of this task is to finalize the Corridor Plan so that it is ready for implementation and prepare a Draft Specific Plan for environmental review. Staff will provide a redline mark-up of requested changes resulting from public and decision maker input and RRM will produce the Final Plan. This document will essentially be the Final Specific Plan document (Phase 2) with the exception that the infrastructure/public facilities, implementation, and administration chapters that will be refined in Phase 2, as needed.

**Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Final Plan.

**5. Staff Meetings, Invoicing, Reporting**

The purpose of this task is to coordinate project implementation

**Task 5.1 Meetings and Project Coordination**

Monthly conference calls with Consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget will be coordinated. Caltrans staff will be invited to the project team meetings.

Throughout the project RRM will need to coordinate with County staff, various departments, subconsultants, and interest groups. This task is intended to allow for necessary coordination between the project team members and County staff, including correspondence, record keeping, electronic file management, and additional necessary coordination.

**Deliverable Products:**

Ongoing project coordination and management as described above. This assumes an average of 4 hours per month for thirty (30) months.

**Task 5.2 Invoicing/Reporting**

Invoicing and reporting will be provided per Caltrans' and County requirements. The County will primarily be responsible for this task with the assistance of the Consultants.

**Phase II – Environmental Review/Final Specific Plan**

The second phase will include preparation/processing of a Program EIR and development of the final Specific Plan. Rincon Consultants will prepare a Program EIR for the Specific Plan in accordance with the scope of work identified in the RFP. The EIR will evaluate the environmental consequences of potential land use and transportation changes in the Specific Plan area. We will prepare an Initial Study that comprehensively evaluates each of the environmental issue area on the CEQA Appendix G Checklist, and assume the following issues will be examined in detail in the EIR: Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Noise, Public Services and Utilities, Transportation and Circulation. The EIR will evaluate up to 4 land use alternatives, in addition to the No Project Alternative and will identify the Environmentally Superior Alternative. The EIR scope of work assumes attendance at up to 3 meetings or hearings, up to 80 hours of professional staff time to respond to comments on the Draft EIR, and preparation of all CEQA notices. However, the EIR scope assumes that the County as Lead Agency will circulate the EIR Notice of Availability in a newspaper and pay all required filing fees.

**1. Notice of Preparation**

## *Scope of Work*

The purpose of this task is to develop the Notice of Preparation and undertake public review.

### **Task 1.1 Administrative Notice of Preparation/Initial Study**

The Consultant will develop an Administrative Notice of Preparation/Initial Study (NOP/IS) for review by the County, City, Tribe, and Partner staff. The NOP/IS will focus the EIR onto the relevant topics.

### **Task 1.2 Notice of Preparation/Initial Study**

The Consultant will develop the public-review NOP/IS for review by the County, City, Tribe and Partners, incorporating input from the administrative draft. A screen check document will be provided to the County, City, and Tribe prior to publication.

### **Task 1.3 Scoping Meeting**

A scoping meeting will be conducted by the City, County, Tribe, and Partners with the Consultant's assistance to solicit input regarding the NOP/IS.

### **Deliverable Products:**

Administrative Draft NOP/IS, Pre-press Screen and Public Review NOP/IS, Meeting Materials

## **2. Draft EIR**

The purpose of this task is to develop the Draft EIR and undertake public review.

### **Task 2.1 Administrative Draft EIR**

The Consultant will develop an Administrative Draft EIR for review by the County, City, Tribe, and Partner staff. The Draft EIR will address issues raised in the NOP/IS, as well as relevant input from the NOP/IS process. Additional technical studies may be needed to address any issues not covered during Phase I.

### **Task 2.2 Draft EIR**

The Consultant will develop the public-review Draft EIR for review by the County, City, Tribe, and Partners, incorporating input from the administrative draft. A screen check document will be provided to the County, City, and Tribe prior to publication.

### **Task 2.3 Public Meeting**

A public meeting will be conducted by the City, County, Tribe, and Partners with the Consultant's assistance to solicit input regarding the Draft EIR and Specific Plan.

**Deliverable Product:**

Administrative Draft EIR and Technical Studies and Pre-press Screen and Public Review Draft EIR; RRM will prepare an agenda, flyer, meeting materials, sign-in sheets, and assist with facilitating the public meeting. County staff will be responsible for meeting notification, facility, logistics and refreshments.

**3. Final EIR/Specific Plan**

The purpose of this task is to develop the Final EIR, undertake decision-making, and publish the final Specific Plan.

**Task 3.1 Administrative Responses to Comments**

The Consultant will develop Administrative Responses to Comments received on the Draft EIR for review by the County, City, Tribe, and Partner staff.

**Task 3.2 Administrative Final EIR**

The Consultant will develop an Administrative Final EIR for review by the County, City, Tribe, and Partner staff. The Final EIR will incorporate Responses to Comments and any necessary modifications to the Draft EIR.

**Task 3.3 Final EIR and Public Draft Final Specific Plan**

The Consultant will develop the public-review Final EIR and Draft Final Specific Plan for review by the County, City, Tribe, and Partners, incorporating input from the administrative draft Responses to Comments. A screen check document will be provided to the County, City, and Tribe prior to publication.

RRM will update the infrastructure chapter of the specific plan, as needed, and update the implementation chapter. Any new information will be compiled with the Final Plan developed in Task I.4.5 to produce the Public Draft Final Specific Plan.

**Deliverable Products:**

RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Public Draft Specific Plan and will participate in a conference call to discuss the changes. We ask that the County provide one (1) consolidated, marked-up redline version with all draft comments (including those from the Tribe, City of Bishop and any other affected agencies).

**Task 3.4 Final Deliberations**

The City, County, Tribe and Partners with the assistance of the Consultant will process the Final EIR (and related necessary documents) and draft Final Specific Plan with their respective boards and commissions. It is anticipated that agenda reports will be developed for the City Planning Commission and Council, County Planning Commission and Board of Supervisors, Tribal

## *Scope of Work*

Council, and a limited number of the Partners' boards and commissions. RRM is not scoped to attend.

### **Task 3.5 Final Specific Plan**

The Consultant will provide an administrative Final Specific Plan for review by the County, City, Tribe, and Partner staff. The Consultant will provide a pre-publication screen final for review by the County, City, and Tribe prior to publication. The Consultant will provide the Final Specific Plan. Staff will provide a redline mark-up of requested changes resulting from public and decision maker input and RRM will produce the Final Specific Plan.

#### **Deliverable Products:**

Administrative Responses to Comments, Administrative Final EIR, and Final EIR/Adoption Documents; RRM will provide and produce one (1) electronic copy and one (1) hard copy of the Final Specific Plan.

### **4. Staff Meetings, Invoicing, Reporting**

The purpose of this task is to coordinate project implementation

#### **Task 4.1 Project Management/Meetings**

Monthly project team conference calls with Consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget will be coordinated. Caltrans staff will be invited to the project team meetings. Throughout the project RRM will need to coordinate with County staff, various departments, subconsultants, and interest groups. This task is intended to allow for necessary coordination between the project team members and County staff, including correspondence, record keeping, electronic file management, and additional necessary coordination.

#### **Task 4.2 Invoicing/Reporting**

Invoicing and reporting will be provided per County requirements.

#### **Deliverable Products:**

Ongoing project coordination and management as described above. This assumes an average of 4 hours per month for twenty (20) months.

**SUSTAINABLE COMMUNITIES  
GRANTS (STATE)**

**RESTRICTED GRANT  
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the Inyo County herein after referred to as AGENCY, will commence on **November 1 ,2015** or approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the CALTRANS Contract Manager. This RGA shall expire on **February 28, 2018**.

**RECITALS**

1. Under this RGA, CALTRANS intends to convey State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY under the terms, covenants and conditions of this RGA.
2. CALTRANS and AGENCY intend that only funds that are authorized as grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

**SECTION I**

**AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**SECTION II**

**CALTRANS AGREES:**

That when conducting an audit of the costs claimed by AGENCY under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**SECTION III**

**IT IS MUTUALLY AGREED:**

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. Under this RGA, CALTRANS will convey State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY. The funds subject to this RGA must be (a) identified as available for a grant in CALTRANS' budget and (b) for the purpose of conducting transportation studies or planning or to a Caltrans organization that is responsible for conducting transportation studies or planning.
2. Under this Restricted Grant, funds may be only used for the purpose set forth in this paragraph and funds may only be used for costs and expenses that are directly related to such purpose.
3. AGENCY shall perform all the duties and obligations described in the "North Sierra Highway Sustainable Corridor Plan," hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing AGENCY to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by AGENCY pursuant to this RGA shall be performed in accordance with all applicable State and AGENCY laws, regulations, ordinances, policies and procedures and CALTRANS published manuals, including Grant Application Guide (**Attachment III**). In case of conflict between State and AGENCY laws, regulations, ordinances, policies or procedures, the order of precedence applicability of these laws shall be established by prevailing California laws and regulations; Caltrans policies and procedures; ordinances; and, Agency policies and procedures. This RGA may not include any federal funds.
6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$275,440.00
LOCAL MATCH	Agency Provided	\$37,560.00
	<b>Total Project Costs</b>	<b>\$313,000.00</b>

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.]

**8. Notification of Parties**

- a. AGENCY's Project Manager for PROJECT is Joshua Hart, (760) 878-0263.
- b. CALTRANS' Contract Manager is Brandon Fitt, (760) 872-0724. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Inyo County  
Attention: Joshua Hart, Project Manager  
168 North Edward Street  
Independence, CA 93526

California Department of Transportation  
District 9/ Transportation Planning  
Attention: Brandon Fitt, Contract Manager  
500 S Main Street  
Bishop, CA 93514

**9. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **November 1, 2015** contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this RGA by the CALTRANS Contract Manager, and will expire on **February 28, 2018**.
- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

**10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

**11. Cost Limitation**

- a. The total amount reimbursable to AGENCY pursuant to this RGA by CALTRANS shall not exceed **\$275,440.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

## **12. Termination**

- a. CALTRANS reserves the right to terminate this RGA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this RGA.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

## **13. Budget Contingency Clause**

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a RGA Amendment to AGENCY to reflect the reduced amount.

## **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between CALTRANS and AGENCY.
- b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the

Expiration Date, but must have also paid for those costs to claim any reimbursement.

- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)  
Also see website for summary of travel reimbursement rules.
- d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section III - Notification of Parties, Item 1.c.
- e. Invoices shall include the following information:
  - 1) Names of the AGENCY personnel performing work
  - 2) Dates and times of project work
  - 3) Locations of project work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
  - 5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section II - Termination, Item 5.
- g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the RGA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

## **15. Local Match Funds**

- a. AGENCY shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by Caltrans. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found in **Attachment III**, Grants Application Guide. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

## **16. Cost Principles**

- a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. AGENCY agrees, and will assure that its contractors and subcontractors 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) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

- d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. AGENCY agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety (except section c).

#### **17. Americans with Disabilities Act**

By signing this RGA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### **18. Iran Contracting Act**

The proposed Contractor must complete and submit to Caltrans the Iran Contracting Act Certification certifying that it is not on the most current Department of General Services (DGS) list to Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>), before the contract has been executed, unless the Contractor is exempted from the certification requirement by Public Contract Code Section 2205 (c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203 (c) or (d) before execution of the contract.

#### **19. Indemnification**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this RGA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this RGA.

#### **20. Non-Discrimination**

- a. During the performance of this RGA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex,

race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this RGA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.

- b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this RGA.

#### **21. Retention of Records/Audits**

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients 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. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this RGA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS 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 during the entire Project period and for three (3) years from the date of final payment to AGENCY under this RGA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

- c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this RGA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or subrecipient entered into as a result of this Agreement shall contain all the provisions of this article.

## **22. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the RGA.

## **23. Third-Party Contracts**

- a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-

based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 15, Third Party Contracts. The LAPM can be found and the following link:

<http://www.dof.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.
- d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs. Agency shall retain all receipts for such purchases or services and shall submit them with invoices per Section III, Item 7e.4, above.
- f. Any subcontract entered into by AGENCY as a result of this RGA 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. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III, Item 7c, above.

#### **24. Drug-Free Workplace Certification**

By signing this RGA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.

- 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
    - 1) Will receive a copy of the company's Drug-Free policy statement.
    - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
  - d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

## **25. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## **26. State-Owned Data**

- a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the CALTRANS Contract Manager immediately of any actual or

attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

- 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. AGENCY agrees to use the State-owned data only for State purposes under this RGA.
- c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

#### **27. Project Close Out/Final Product**

- a. AGENCY will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
- b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

#### **28. OWNERSHIP OF PROPRIETARY PROPERTY**

##### **a. Definitions**

- 1) **Work:** The work to be directly or indirectly produced by AGENCY under this RGA.
- 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

- 2) **Vesting of copyright rights:** Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from the Department. From time to time upon the Department's request, the Contractor's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. **INVENTIONS**

- 1) **Vesting of patent rights:** The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such

assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that the Department is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints the Department and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. The Department shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify the Department in writing.
- 2) **Pre-existing works and license:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of the Department, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Department in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to the Department a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- 3) **Subcontractors:** Contractor shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Department in writing.

e. OWNERSHIP OF DATA

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**SECTION IV**

**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. AGENCY Resolution
- II. Scope of Work and Project Timeline
- III. Grant Application Guide

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**INYO COUNTY**

By:   
\_\_\_\_\_  
Eric Knight  
(Print Name)

By:   
\_\_\_\_\_  
Joshua Hart  
(Print Name)

Title: Contract Officer

Title: Planning Director

Date: 11-23-15

Date: 11/5/15

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

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

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

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

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

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

*In the Rooms of the Board of Supervisors*  
County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14<sup>th</sup> day of *JULY, 2015* an order was duly made and entered as follows:

Resol. 2015-36/  
Sustainable Trans-  
portation Grant App.

The Planning Director, Josh Hart provided a brief history of the County's efforts to find funding for a specific plan for the North Sierra Highway Planning Area. He said that while this grant does not fund the entire project it does provide funding for an essential element of a specific plan and will also provide the County with the ability to leverage this funding to gain funding support from other agencies, like the City of Bishop, the Tri County Fairgrounds, etc., for the completion of the specific plan. Mr. Hart also told the Board that should the County decide to not pursue a specific plan for the North Sierra Highway Planning area in the future, the Highway Corridor Plan will still be beneficial to the County. The Board Members expressed a desire to pursue additional funding for a comprehensive specific plan for the North Sierra Highway Planning area. On a motion by Supervisor Griffiths and a second by Supervisor Pucci to approve Resolution No. 2015-36 authorizing Mr. Josh Hart, the Planning Director, to execute agreements with the California Department of Transportation for the County of Inyo for the Caltrans, Sustainable Transportation Planning Grant awarded April 24, 2015; motion unanimously passed and adopted.

WITNESS my hand and the seal of said Board this 14<sup>th</sup>

Day of July 2015



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

Routing
CC
Purchasing
Personnel
Auditor
CAO
Other <u>Planning</u>
DATE: July 29, 2015

RESOLUTION NO. 2015-36

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING MR. JOSH HART, INYO COUNTY PLANNING DIRECTOR, TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE COUNTY OF INYO FOR THE NORTH SIERRA HIGHWAY CORRIDOR PLAN.**

WHEREAS, the Board of Supervisors for the County of Inyo is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the County of Inyo wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, authorizes the Planning Director, or his designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

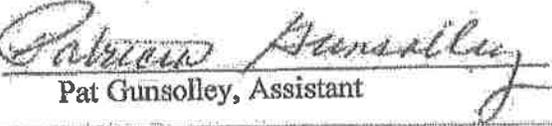
PASSED AND ADOPTED THIS 14th DAY OF July, 2015:

AYES: Supervisors Totheroh, Griffiths, Pucci, Tillemans and Kingsley  
NOES: -0-  
ABSTAIN: -0-  
ABSENT: -0-

  
\_\_\_\_\_  
Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO  
Clerk of the Board

By   
\_\_\_\_\_  
Pat Gunsolley, Assistant

## **SCOPE OF WORK: NORTH SIERRA HIGHWAY CORRIDOR PLAN**

**INTRODUCTION:** The Sustainable Corridor Plan for North Sierra Highway proposed by the County of Inyo and City of Bishop will provide a conceptual multi-modal planning foundation for the area. The Plan will be used to evaluate how different transportation concepts for vehicular, freight, transit, bicycle, and pedestrian modes in the context of complete street features can enhance the vision of the community. The County and the City intend to gather public input through interactive stakeholder participation and community meetings that will be the driving factor of the planning process. As a component of this method, it is envisioned that City and County Partners (including the Bishop Paiute Tribe, Caltrans, the Local Transportation Commission, Eastern Sierra Transit, the Great Basin Unified Air Pollution Control District, the Tri-County Fair, and the City of Los Angeles Department of Water and Power) will work together to develop a vision for the Corridor. The Plan will contain conceptual design and implementation strategies only; once the Plan is complete, it will lead to implementation and development.

The below scope of work reflects the anticipated process and deliverables for the Plan.

**RESPONSIBLE PARTIES:** Inyo County and the City of Bishop will procure a consulting firm to assist in this work. A consulting firm has not yet been selected, and the proper procurement procedures will be used through a competitive Request for Proposal (RFP) process. It is anticipated that a consultant can be procured to complete the scope of work within the identified budget.

### **OVERALL PROJECT OBJECTIVES:**

- Reduce transportation-related greenhouse gases by encouraging infill development;
- Reduce pollution by enhancing mobility and reducing congestion;
- Develop a menu of context sensitive complete-street designs for the Corridor
- Encourage safe pedestrian and school access;
- Encourage jobs and affordable housing close to each other in an already developed area;
- Protect environmental and cultural resources;
- Promote stewardship;
- Calm traffic and facilitate freight movement;
- Reduce reliance on single-occupancy vehicles;
- Energize local transit;
- Encourage healthy lifestyles, and;
- Benefit disadvantaged communities within close proximity.

### **1. Project Initiation**

The purpose of this task is to procure a consultant with expertise in corridor planning and kickoff the project.

#### **Task 1.1 Procure Consultants**

The County will procure a consultant to prepare the Plan and undertake related technical studies. An RFP will be developed and issued per standard County requirements, and a consultant will be selected to complete the scope of work.

**Task 1.2 Kickoff Meeting**

The County and City will conduct a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. If possible, the consultant will be included.

- **Responsible Party: Inyo County/City of Bishop and consultant**

Task	Deliverable
1.1	<i>RFP, Draft Contract/Staff Report, Final Contract</i>
1.2	<i>Meeting materials, summary</i>

**2. Plan Concept**

The purpose of this task is to explore concepts for the project to begin developing the Plan.

**Task 2.1 Stakeholder Interviews**

The County and the City will work with the consultant and Partners to identify key stakeholders for interviews. Talking points will be developed to solicit opinions about the Corridor, identify existing data and data needs, and begin visioning.

**Task 2.2 Preliminary Research**

The consultant will research the various available reports and identify important data needs to begin developing field observations. The results will be summarized a report that will be shared with the County, City, and Partners in draft form for input prior to finalizing.

**Task 2.3 Opportunities/Constraints Memorandum**

The consultant will prepare an opportunities and constraints memorandum based on the preliminary research and stakeholder interviews. The memo will be shared with the County, City, and Partners in draft form for input prior to finalizing.

**Task 2.4 Plan Concept Memorandum**

Based on the previous tasks, the consultant will develop various plan concepts and alternatives to begin soliciting input regarding various approaches to scope, design, financing, and implementation. The memo will be shared with the County, City, and Partners in draft form for input prior to finalizing.

**Task 2.5 Charrette**

Based on the previous tasks, the County, City, Partners, and the consultant will develop a Charrette to be conducted with interested stakeholders the explore visions for the Plan and move forward with Plan development. The consultant will summarize the results of the Charrette in a report.

- **Responsible Party: Inyo County/City of Bishop and consultant; Partners**

Task	Deliverable
2.1	<i>Stakeholder List, Talking Points, Summary Report</i>
2.2	<i>Research Report</i>
2.3	<i>Opportunities and Constraints Memorandum</i>
2.4	<i>Plan Concept Memorandum</i>
2.5	<i>Meeting Materials, Summary Report</i>

**3. Draft Plan**

The purpose of this task is to develop the Draft Plan and undertake public review.

**Task 3.1 Administrative Draft Plan**

The consultant will develop an Administrative Draft Plan for review by the County, City, and Partner staff. It is anticipated that brief planning-level technical studies may be necessary for engineering, transportation/transit, cultural resources, infrastructure, and other issues identified previously, which will also be provided at this stage. The Plan will include a discrete proposal implementation and/or alternatives, as well as financing and implementation methods (including potentially phasing).

**Task 3.2 Draft Plan**

The consultant will develop the public-review Draft Plan for review by the County, City, and Partners, incorporating input on the Administrative Draft Plan and related technical studies.

**Task 3.3 Public Meeting**

A public meeting will be conducted by the City, County, and Partners with the consultant's assistance to solicit input regarding the Draft Plan.

**Task 3.4 Boards/Commissions**

The City, County, and Partners with the assistance of the consultant will share the Draft Plan and the results of the public meeting with their respective boards and commissions to solicit input. It is anticipated that agenda reports will be developed for the City Planning Commission and Council, County Planning Commission and Board of Supervisors, and a limited number of the Partners' boards and commissions. The consultant will prepare a report summarizing the input.

- **Responsible Party: Inyo County/City of Bishop and consultant; Partners**

Task	Deliverable
3.1	<i>First Administrative Draft Plan, Technical Studies</i>
3.2	<i>Draft Plan, Updated Technical Studies</i>
3.3	<i>Meeting Materials, Summary Report</i>
3.4	<i>Staff Reports, Summary Report</i>

**4. Final Plan**

The purpose of this task is to develop the Final Plan.

**Task 4.1 Administrative Final Plan**

The consultant will develop an Administrative Final Plan for review by the County, City, and Partner staff.

**Task 4.2 Public Draft Final Plan**

The consultant will develop the public-review Draft Final Plan for review by the County, City, and Partners, incorporating input on the Administrative Draft Plan

**Task 4.3 Public Meeting**

A public meeting will be conducted by the City, County, and Partners with the consultant's assistance to solicit input regarding the Draft Final Plan.

**Task 4.4 Boards/Commissions**

The City, County, and Partners with the assistance of the consultant will share the Draft Final Plan and the results of the public meeting with their respective boards and commissions to solicit input. It is anticipated that agenda reports will be developed for the City Planning Commission and Council, County Planning Commission and Board of Supervisors, and a limited number of the Partners' boards and commissions. The consultant will prepare a report summarizing the input.

**Task 4.5 Final Plan**

The purpose of this task is to finalize the Plan so that it is ready for implementation.

- **Responsible Party: Inyo County/City of Bishop and consultant; Partners**

Task	Deliverable
4.1	<i>Administrative Final Plan</i>
4.2	<i>Public Draft Final Plan</i>
4.3	<i>Public Meeting</i>
4.4	<i>Boards/Commissions</i>
4.5	<i>Final Plan</i>

**5. Staff Meetings, Invoicing, Reporting**

The purpose of this task is to coordinate project implementation

**Task 5.1 Meetings**

Monthly project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget will be coordinated. Caltrans staff will be invited to the project team meetings.

**Task 5.2 Invoicing/Reporting**

Invoicing and reporting will be provided per Caltrans' requirements.

- **Responsible Party: Inyo County/City of Bishop and consultant; Partners**

Task	Deliverable
5.1	<i>Meeting Summaries</i>
5.2	<i>Invoices, Required Reports</i>



CALTRANS SUSTAINABLE TRANSPORTATION PLANNING  
FISCAL YEAR 2015-2016

# Grant Application Guide

STRATEGIC PARTNERSHIPS  
SUSTAINABLE COMMUNITIES

APPLICATION DEADLINE  
OCTOBER 31, 2014 AT 5:00 PM



CALTRANS DIVISION OF TRANSPORTATION PLANNING

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## Sustainable Transportation Planning Grant Program

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) current Mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.*

Current significant efforts were also considered during Grant Program development, such as:

- California Transportation Infrastructure Priorities Vision and Core Concepts;
- State Smart Transportation Initiative Assessment and Recommendations;
- Caltrans Program Review Major Actions;
- California Transportation Plan (CTP) 2040 Vision and Goals; and,
- Smart Mobility 2010 Principles.

Grant Program Overarching Objectives were also identified to ensure consideration of these major efforts in transportation planning, including: **Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Equity.**

In addition, grant administration processes have been streamlined and made consistent to benefit our partners. Most notable is the earlier release date of this *Grant Application Guide*, the earlier application deadline, and an earlier grant award announcement date. With this advanced process, grant recipients can anticipate starting project activities in July 2015, pending State Budget approval.

The original intent and available budget of the Grant Program remains unchanged from previous years. Although dedicated grants no longer exist for Environmental Justice, Community-Based Transportation Planning, and Transit Planning, these important areas are still eligible for funding under the new Grant Program. Caltrans still provides transportation planning grants to promote a balanced, comprehensive multimodal transportation system. However, Caltrans revised the Grant Program to reflect current goals that direct us to emphasize more transportation planning efforts that promote sustainability.

These grants may be used for a wide range of transportation planning purposes that address local and regional transportation needs and issues. The implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. The Caltrans Division of Transportation Planning provides the following transportation planning grants:

- ❖ Strategic Partnerships
- ❖ Sustainable Communities

### State Transportation Planning Goals<sup>1</sup>

1. **Improve Multimodal Mobility and Accessibility for All People:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
2. **Preserve the Multimodal Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
3. **Support a Vibrant Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
4. **Improve Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.

<sup>1</sup> Source: California Transportation Plan 2040

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5. **Foster Livable and Healthy Communities and Promote Social Equity:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
  6. **Practice Environmental Stewardship:** Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

#### Federal Transportation Planning Goals<sup>2</sup>

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.

#### California Transportation Plan 2040 Vision

California's transportation system is safe, sustainable, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting our greenhouse gas emission reduction goals and preserving community character. This integrated, connected, and resilient multimodal system supports a prosperous economy, human and environmental health, and social equity.

#### Integrating Goals and Objectives

All grant applications must align with the Caltrans Mission, Grant Program Overarching Objectives, and the CTP 2040 Vision. The State and Federal goals provide the framework for the Strategic Partnerships and Sustainable Communities grants. A competitive grant application addresses and articulates how the project relates to the Caltrans Mission, Grant Program Overarching Objectives, CTP 2040 Vision, and multiple State and Federal goals. The Grant Specific Objectives on Page 12 indicate the specific purpose of each grant, and must also be considered when preparing an application. Overall, successful grant applications clearly demonstrate how the proposed project integrates the goals and objectives.

#### Promoting Sustainable Communities in California

Caltrans supports Senate Bill 375 (SB 375, 2008) Sustainable Communities Strategy (SCS) efforts. Applications should complement SCS efforts, if they exist in the geographical region. The SCS is a tool that is intended to help communities reduce transportation related greenhouse gas emissions and assist local and regional governments in creating sustainable communities for residents throughout the State. Information on SCS efforts can be found at: <http://www.arb.ca.gov/cc/sb375/sb375.htm>.

<sup>2</sup> Source: Title 23, United States Code, Section 134

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Although most rural areas of the State are not subjected to SB 375/SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities grants.

#### **Complete Streets and Smart Mobility Framework**

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets: [http://www.dot.ca.gov/hq/tpp/offices/ocp/complete\\_streets.html](http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html)  
SMF: <http://www.dot.ca.gov/hq/tpp/offices/ocp/smf.html>

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## Sustainable Transportation Planning Grant Summary Chart

GRANT	FUND SOURCE	PURPOSE	WHO MAY APPLY	LOCAL MATCH
<b>Strategic Partnerships</b>	Federal Highway Administration— State Planning and Research, Part 1  <b>Budget</b> Federal funds \$1,500,000  <b>Grant Min</b> \$100,000  <b>Grant Max</b> \$500,000	Funds transportation planning studies of interregional and statewide significance, in partnership with Caltrans.	<p><b>The following are eligible to apply as a primary applicant:</b></p> <ul style="list-style-type: none"> <li>• Metropolitan Planning Organizations and Regional Transportation Planning Agencies</li> </ul> <p><b>The following are eligible to apply as a sub-applicant:</b></p> <ul style="list-style-type: none"> <li>• Transit Agencies</li> <li>• Universities and Community Colleges</li> <li>• Native American Tribal Governments</li> <li>• Cities and Counties</li> <li>• Community-Based Organizations</li> <li>• Non-Profit Organizations (501.C.3)</li> <li>• Other Public Entities**</li> </ul>	20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an in-kind contribution. Additional local funds above the minimum local match are desired.
<b>Sustainable Communities</b>	Federal Transit Administration, Section 5304  & State Highway Account  <b>Budget</b> Federal/State funds \$8,300,000  <b>Grant Min</b> \$50,000  <b>Grant Max</b> \$500,000	Funds studies of multimodal transportation issues having statewide, interregional, regional or local significance to assist in achieving the Caltrans Mission and overarching objectives.	<p><b>The following are eligible to apply as a primary applicant:</b></p> <ul style="list-style-type: none"> <li>• Metropolitan Planning Organizations and Regional Transportation Planning Agencies</li> <li>• Transit Agencies; Cities and Counties; Native American Tribal Governments</li> </ul> <p><b>The following are eligible to apply as a sub-applicant:</b></p> <ul style="list-style-type: none"> <li>• Transit Agencies</li> <li>• Universities and Community Colleges</li> <li>• Native American Tribal Governments</li> <li>• Cities and Counties</li> <li>• Community-Based Organizations</li> <li>• Non-Profit Organizations (501.C.3)</li> <li>• Other Public Entities**</li> </ul>	11.47% minimum (in cash or an in-kind* contribution). The entire minimum 11.47% local match may be in the form of an in-kind contribution.

\* For in-kind contribution requirements, refer to Page 10 of this Guide.

\*\* Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

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## General Information and Requirements

This section provides a brief overview of the financial, subcontracting, and legal requirements pertaining to all grant programs. The content of this section should be notably considered in the development of grant applications, as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines, including administrative and reporting requirements.

### Accounting Requirements

Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 49 Code of Federal Regulations (CFR), Part 18 and 2 CFR, Part 225. It is the grantee's responsibility, in conjunction with Caltrans District staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Project Timeline. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans District Office to ensure any issues are addressed early during the project period.

### Indirect and Direct Costs

Indirect costs require an Indirect Cost Allocation Plan (ICAP). For example, reproduction costs, computer rental and office supplies are considered indirect costs. However, if these costs are tied to a specific task or activity, they are considered direct costs.

If a grantee, including sub-recipients and third party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an ICAP or an Indirect Cost Rate Proposal (ICRP) to the Caltrans Division of Audits and Investigations annually for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted in accordance with 2 CFR, Part 225 and 23 CFR, Part 420.133 Eligibility of Costs. For more information visit the following website:

Indirect Cost Allocation Plan: [http://www.dot.ca.gov/hq/audits/icap\\_icrp.html](http://www.dot.ca.gov/hq/audits/icap_icrp.html)

Due to the competitive nature of the grant award process, applications must include any indirect costs in the Project Timeline. Indirect costs can only be reimbursed if they are identified in the Project Timeline submitted with the initial application.

### Eligible Activities and Expenses

Direct costs must be used *only for transportation planning-related activities*. Consult with Caltrans District staff for more information. Some eligible costs include:

- Data gathering and analysis
  - Planning consultants
  - Conceptual drawings
  - Community surveys, meetings, charrettes, focus groups
  - Bilingual services for interpreting and/or translation services for meetings
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### Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Project Timeline. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees). For more information on eligible travel expenses, visit the following website:

Caltrans Travel Guide: <http://www.dot.ca.gov/hq/asc/travel/>

### Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs, regardless of funding source. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Regional Transportation Plans (RTP) or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, such as the building of a facility, or maintenance
- Purchasing of office furniture, or other capital expenditures
- Decorations
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Unreasonable incentives such as prizes for public participation
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

### Third Party Contracts

The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are referred to as "third party contracts." An eligible sub-applicant will be identified by an eligible applicant on the onset of the application. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must be used.

Grantees may use their agency's procurement procedures as long as they comply with 49 CFR, Part 18.36 and Local Assistance Procedures Manual, Chapter 10. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Project Timeline. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans only enters into contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part 18.36.

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All documentation of third party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the following links:

Code of Federal Regulations: **49 CFR, Part 18.36**

Local Assistance Procedures Manual: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

### Title VI Non-Discrimination Requirement

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Specifically Title VI provides the following:

*No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.*

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) each have requirements that recipients must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance also reflects not only law but is a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program.

Caltrans is responsible for complying with Civil Rights requirements and for monitoring funding compliance of any sub-applicants. Grant recipients of federal funds are required to comply with FTA Circular 4702.1B, and must submit a copy of the agency's governing board-approved Title VI Program. Caltrans staff will contact grantees to ensure this requirement is satisfied.

### Disadvantaged Business Enterprise Reporting

Grant recipients of federal funds are required to report any Strategic Partnerships and/or Sustainable Communities contracting opportunities that may involve Disadvantaged Business Enterprise (DBE) participation. DBE reporting is required twice a year: April 1<sup>st</sup> and October 1<sup>st</sup>.

For details about DBE requirements, visit the Office of Regional and Interagency Planning (ORIP) DBE website at: <http://www.dot.ca.gov/hq/tpp/offices/orip/DBE/DBE.html>.

### Pre-Award Audit

The Strategic Partnerships and Sustainable Communities grants are available in amounts up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of state and federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans.

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If a pre-award audit is needed, the local Caltrans District Office will contact the grantee to facilitate the appropriate action. This has the potential to delay the start of the project and applicants are encouraged to determine if the delay will hinder their ability to complete the project by the terms specified in the agreement.

### Past Performance

Previous grant performance will be considered during the evaluation process. Applicants with a history of inadequate performance such as poor project management, failure to achieve project milestones, untimely invoice submittals, or an overall poor quality of the final product may be at a competitive disadvantage in the application review process. Grant funds may not be awarded to prior grant recipients with unresolved past performance issues.

### Award Terms

Caltrans is committed to being an active partner. If awarded a grant, the applicant should include Caltrans District staff when planning both technical advisory and community meetings. In addition, Caltrans District staff will help to ensure that the approved Scope of Work, Project Timeline, and project funding will be maintained throughout the life of the contract.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant. Inadequate performance by grantees, sub-recipients, or consultants may hinder the grantee's ability to leverage future grant awards.

### Ownership

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

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## Grant Program Overview

The Sustainable Transportation Planning Grant Program is state *and* federal funded. The role of the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) is to facilitate a fair and open competitive application and outreach process. For an MPO or RTPA to influence the applicant pool either formally or informally by pre-screening applications is contrary to both state and federal administration of these grant programs.

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate MPO or RTPA to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate MPO or RTPA process and schedule, as they may differ slightly from Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region.

### Who May Apply – Strategic Partnerships

Only MPOs and RTPAs that have a current Master Fund Transfer Agreement with Caltrans Headquarters ORIP may apply directly for the Strategic Partnerships grants. **Eligible sub-applicants include:** universities and community colleges, Native American Tribal Governments, cities and counties, community-based organizations, non-profit organizations (501.c.3), and public entities.

### Who May Apply – Sustainable Communities

**Eligible primary applicants** for the Sustainable Communities grants include: MPOs and RTPAs that have a current Master Fund Transfer Agreement with Caltrans Headquarters ORIP; transit agencies; cities and counties; and, Native American Tribal Governments. **Eligible sub-applicants include:** universities and community colleges; Native American Tribal Governments; cities and counties; community-based organizations; non-profit organizations (501.c.3), and public entities.

For the Sustainable Communities grants, Caltrans will contract directly with eligible non-MPO/RTPA grant award recipients. All awarded grant funds must be encumbered during the first fiscal year after the State Budget is approved. Work may begin during the first fiscal year only after the grantee receives a fully executed contract and has been notified by Caltrans to begin work. This can occur as soon as July 2015, pending State Budget approval. It is important for applicants to reflect this estimated project start date in the Scope of Work and Project Timeline. Consider these dates when developing the Scope of Work and Project Timeline:

#### July 2015

- Anticipated start date, pending State Budget approval

#### February 28, 2018

- Contract expires (**no time extensions will be granted**)
- Reimbursable work must be completed

#### April 28, 2018

- All final invoices must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

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### Overall Work Program

All MPOs and RTPAs must have the entire grant award and local match programmed in the Fiscal Year 2015-16 Overall Work Program (OWP) no later than May 1, 2016. Approved projects must be identified as **individual** Work Elements in the current OWP and in future OWPs until the project is complete. **Projects should be completed no later than June 30, 2018.** A Final Request for Reimbursement must be filed no later than 60 days after the end of the fiscal year to coincide with the submission of the OWP Final Expenditure Report.

### Requests for Reimbursements

Grant payments are made only as reimbursements. Invoices or Requests for Reimbursements (RFR) need to be submitted no more frequently than monthly or at a minimum quarterly. Grantees must pay sub-recipients and subcontractors prior to submitting a RFR to Caltrans. A one-time, **lump sum RFR for the entire grant is not allowed.** Local match (cash and third party in-kind contributions) must be expended on a proportional basis coinciding with each grant Work Element and RFR. The proportional expenditure of local match must be clearly identified in the Project Timeline. The local match must be rendered during the invoicing period to which the matching requirement applies.

### Local Match Contribution

All grants require a local match. Revenue sources for local match can include local sales tax, special bond measures, private donations, private foundations, etc. The Strategic Partnerships grants require the applicant to provide a minimum 20 percent non-federal local match. The Sustainable Communities grants require the applicant to provide a minimum 11.47 percent local match—MPOs must provide a non-federal local match and other grantees may use any source of funds for the local match. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount). The local match can be all cash, all third party in-kind contributions, or a combination of the two.

### Third Party In-Kind Contributions

Third party in-kind contributions are goods and services donated from outside the primary grantee's agency. Examples of third party in-kind contributions include donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services. The value of third party in-kind contributions must be directly benefiting and specifically identifiable to the project. The third party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Project Timeline, and the project specific Work Element in the OWP, if applicable.

If third party in-kind contributions are used for the local match, a third party in-kind valuation plan must be submitted to Caltrans for approval as a condition of grant acceptance. The third party in-kind valuation plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be rendered.

### Quarterly Reporting

For MPOs and RTPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report.

All other direct grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans staff will provide the brief report form and due dates.

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### Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FTA, FHWA, or Caltrans' financial participation on the cover or title page. An electronic copy of all final reports shall be forwarded to the Caltrans District Office responsible for the administration and oversight of the grant. The electronic copy will be accessible on the ORIP Grants website.

### Review Process

All applications submitted to the Sustainable Transportation Planning Grant Program go through three levels of review--Caltrans Districts, Caltrans Headquarters functional area experts, and two State and Federal interagency review committees (one for Strategic Partnerships and one for Sustainable Communities). District staff reviews all applications for content, submission of proper documentation, and overall relationship to regional and local planning efforts. The District rates each application and provides comments to inform the interagency review committee. The Caltrans Headquarters functional area experts review and provide comments pertaining to the application subject matter, which are also used to inform the interagency review committee. The interagency review committees evaluate applications for content, completeness, meeting technical requirements, and overall relationship to statewide planning efforts. Once the interagency review committees evaluate, rank and select the best applications for grant funding, final recommendations are presented to Caltrans management for approval.

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## Strategic Partnerships

### Funding

The Strategic Partnerships grants are funded by the FHWA (State Planning and Research, Part I). The FHWA has authorized Caltrans to distribute these grant funds.

Approximately \$1.5 million will be available for the Fiscal Year 2015-16 grant cycle. The minimum grant is \$100,000 and the maximum amount per grant cannot exceed \$500,000.

### Grant Specific Objective

The objective of Strategic Partnerships is to achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1, encourage regional agencies to partner with Caltrans to identify and address statewide/interregional transportation deficiencies in the state highway system, strengthen government-to-government relationships, and result in programmed system improvements.

### Example Project Types

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Studies for relinquishment of state routes
- Statewide research or modeling tools
- Transportation demand management plans
- System investment prioritization plans

## Sustainable Communities

### Funding

The Sustainable Communities grants are funded by the FTA (Section 5304) and also the State Highway Account. The FTA has authorized Caltrans to distribute these grant funds. Funding distribution will depend on the quality and amount of applications in each applicant pool, i.e., MPOs, RTPAs, cities and counties, transit agencies, and Native American Tribal Governments.

Approximately \$8.3 million will be available for the Fiscal Year 2015-16 grant cycle. The minimum grant is \$50,000 and the maximum amount per grant cannot exceed \$500,000.

### Grant Specific Objective

The objective of Sustainable Communities grants is to achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1, identify and address mobility deficiencies in the multimodal transportation system, encourage stakeholder collaboration, involve active public engagement, integrate Smart Mobility 2010 concepts, and ultimately result in programmed system improvements.

Student internships in transit planning at rural public transportation agencies may be applied for under this grant. **Only rural agencies may apply for student internships.** The objective of student internships is to provide students an opportunity to gain work experience in transit planning at public transportation agencies. The intent is to foster the education of university and community college

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students with an interest in the field of transit planning. Internships are for students only. The application, including the Scope of Work and Project Timeline, should strike a balance between administration of the internship program and the specific intern assignments to be completed.

**Example Project Types**

- Studies that advance a community's effort to reduce transportation related greenhouse gases
  - Studies that assist transportation agencies in creating sustainable communities
  - Community to school studies or safe routes to school plans
  - Studies that advances a community's effort to address the impacts of climate change and sea level rise
  - Jobs and affordable housing proximity studies
  - Context-sensitive streetscapes or town center plans
  - Complete street plans
  - Bike and pedestrian safety enhancement plans
  - Traffic calming and safety enhancement plans
  - Corridor enhancement studies
  - Health equity transportation studies
  - Climate change adaptation plans for transportation facilities
  - Transit plans, surveys and research
  - Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
  - Studies that evaluate accessibility and connectivity of the multimodal transportation network
  - Short range transit development plans
  - Transit marketing plans
  - Social service improvement studies
  - Student Internships (Only for Rural Agencies)
  - Studies that address environmental justice issues in a transportation related context
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## Application Preparation

The Sustainable Transportation Planning Grant Program is competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

### Required Documents

Use the samples and checklists provided for the following required documents:

- Application
- Scope of Work
- Project Timeline

A **map of project area** is also required to clearly identify the boundaries of the project area and to provide a sense of the context of the project.

### Additional Documents

The following documents are not required, but enhance the overall application.

- Letters of Support
  - Letters of support must be submitted with the application package. Letters received separate from the application package may not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, Native American Tribal governments, service agencies, and elected officials.
- Photographs
  - Photographs of the proposed project area convey existing conditions and help to further explain the need for the grant.

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## Application Submittal Instructions

An applicant may submit more than one application. However, any **project** can only be submitted to either Strategic Partnerships or Sustainable Communities. Caltrans Headquarters staff checks all applications between programs for duplication.

All grant application packages are required to be submitted **via e-mail**. An agency may only submit **one application package per e-mail**. The Caltrans District Office contact must be copied (refer to the **District Contact List** on Page 37) and the subject line needs to identify the district number, grant program, and project title (e.g., D1, SP, City of Can Do Planning Project). The required items outlined on the next page must be attached to the e-mail as separate documents.

Please submit your application package to: **Regional.Planning.Grants@dot.ca.gov**

**APPLICATIONS MUST BE SUBMITTED VIA E-MAIL NO LATER THAN  
FRIDAY, OCTOBER 31, 2014  
BY 5:00 PM**

**HARD COPIES WILL NOT BE ACCEPTED  
LATE APPLICATIONS WILL NOT BE REVIEWED**

The Grant Application Guide and application form are available at the following website:  
<http://www.dot.ca.gov/hq/tpp/grants.html>

Anticipated award announcements: Spring 2015 (contingent upon approval of the State Budget)

Download the latest version of Adobe Reader **XI (11.0)** ® to complete the application form. This version of Adobe is available free of charge.

**Caltrans District Office staff is a valuable resource and will be available during the application process to answer questions and help interested groups complete their applications. Refer to the District Contact List on Page 37 for contact information.**

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### **GRANT APPLICATION CHECKLIST**

**The following documents are required and must be submitted via e-mail as separate attachments. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.**

- Application\* (Complete the PDF form provided online at <http://www.dot.ca.gov/hq/tpp/grants.html>)
- Application Signature Page (print, sign, and scan this page in PDF format)
- Scope of Work (Microsoft Word format)
- Project Timeline (Microsoft Excel format)
- Map of Project Area

**Supplemental Information:**

- Digital Photographs of Project Area (when applicable)
- Letter(s) of Support

**\*Scanned or hard copies of the application will not be accepted.**

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**Fiscal Year 2015-16  
 SUSTAINABLE TRANSPORTATION PLANNING  
 GRANT APPLICATION**

**Check One Grant Program:**

- Strategic Partnerships  
 Sustainable Communities

<b>PROJECT TITLE</b>			
<b>PROJECT LOCATION</b> (city and county)			
	<b>APPLICANT</b>	<b>SUB-APPLICANT</b>	<b>SUB-APPLICANT</b>
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address			
Contact Person and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address			
Phone Number			
<b>FUNDING INFORMATION</b> Use the Match Calculator to complete this section. Match Calculator			
<b>Grant Funds Requested</b>	<b>Local Match - Cash</b>	<b>Local Match - In-Kind</b>	<b>Total Project Cost</b>
\$	\$	\$	\$
<b>Specific Source of Local Cash Match (i.e. local transportation funds, local sales tax, special bond measures, etc.)</b>			

**Fiscal Year 2015-16  
 SUSTAINABLE TRANSPORTATION PLANNING  
 GRANT APPLICATION**

<b>LEGISLATIVE INFORMATION</b>			
Information in this section must directly be tied to the applicant's address. All legislative members in the project area do not need to be listed.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

\*Use the following link to determine the legislators.  
<http://findyourrep.legislature.ca.gov/> (search by address)

**Grant applications must clearly demonstrate how the proposed transportation planning project promotes State and Federal Transportation Planning Goals. Select all that apply.**

**STATE TRANSPORTATION PLANNING GOALS**

- Improve Multimodal Mobility and Accessibility for All People: Expand the system and enhance modal choices and connectivity to meet the state's future transportation demands.
- Preserve the Multimodal Transportation System: Maintain, manage, and efficiently utilize California's existing transportation system.
- Support a Vibrant Economy: Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- Improve Public Safety and Security: Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- Foster Livable and Healthy Communities and Promote Social Equity: Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- Practice Environmental Stewardship: Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

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**Fiscal Year 2015-16  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**FEDERAL TRANSPORTATION PLANNING GOALS**

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
  - Increase the safety of the transportation system for motorized and non-motorized users.
  - Increase the security of the transportation system for motorized and non-motorized users.
  - Increase accessibility and mobility of people and freight.
  - Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
  - Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
  - Promote efficient system management and operation.
  - Emphasize the preservation of the existing transportation system.
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**Fiscal Year 2015-16  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**1. Project Description (100 words maximum) (25 points):** Briefly summarize project.

A good project description is one that can summarize the project in a clear and concise manner.

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**Fiscal Year 2015-16  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

- 2. Project Justification (Do not exceed the space provided.) (25 points):** Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies.

This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc). Also describe how this project addresses issues raised.

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**Fiscal Year 2015-16  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

- |   |
|---|
| <p><b>3. Project Management (50 points)</b><br/>A. Scope of Work in required Microsoft Word format (25 points)<br/>B. Project Timeline in required Microsoft Excel format (25 points)</p> |
|---|

<p><b>See Scope of Work and Project Timeline samples and checklists for requirements.</b></p>
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**Fiscal Year 2015-16  
SUSTAINABLE TRANSPORTATION PLANNING  
GRANT APPLICATION**

**Application Signature Page**

**If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.**

**To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.**

\_\_\_\_\_  
*Signature of Authorized Official (Applicant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Official (Sub-Applciant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

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### **SCOPE OF WORK CHECKLIST**

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the Fiscal Year 2015-16 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough Introduction to describe the project and project area demographics.
- Have a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- Include project implementation/next steps.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

**NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.**

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**SAMPLE SCOPE OF WORK:**  
**City of Can Do Complete Street Plan**

The City of Can Do Complete Street Plan will provide a conceptual multi-modal planning foundation for the City's downtown main street corridor. The Plan will be used to evaluate how different complete street features enhance or detract from the vision of the community. The city intends to gather public input through interactive community workshops which will be the driving factor of the planning process. The City of Can Do Complete Street Plan will contain conceptual design only. It is the City of Can Do's intent that once this plan is complete, it will lead to implementation and development.

The below scope of work reflects the anticipated process and deliverables for the City of Can Do Complete Street Plan.

**RESPONSIBLE PARTIES**

The City of Can Do with the assistance of a consulting firm will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

**OVERALL PROJECT OBJECTIVES**

- Reduce street crown and replace surface with enhanced and/or porous street pavers.
- Sidewalk widening and fully accessible ramp improvements at intersections.
- Add and improve bicycle lanes.
- Installation of street trees with grates and tree grates for existing trees that can be preserved.
- Installation of pedestrian-scale street lighting at intersections.
- Installation of street furniture and other design features.
- Application of "green street" concepts, such as storm water planter boxes and porous pavement where possible.
- Conceptual designs for underground utilities.
- Conceptual designs to improve drainage conveyance.

**1. Project Initiation**

**Task 1.1: Project Kick-off Meeting**

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
- Responsible Party: The City

**Task 1.2: Staff Coordination**

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: The City

**Task 1.3: RFP for Consultant Services**

- Complete an RFP process for selection of a consultant using the proper procurement procedures.
- Responsible Party: The City

**Task 1.4: Identify Existing Conditions**

- Gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan such as existing and planned land uses, population characteristics, and travel projections within the City.
- Inventory and evaluate existing bicycle and pedestrian facilities.
- Responsible Party: Consultant

Task	Deliverable
1.1	Meeting Notes
1.2	Monthly Meetings Notes
1.3	Copy of Procurement Procedures and Executed Consultant Contract
1.4	Existing Conditions Report

**2. Public Outreach**

*Note: All meetings will be publically noticed to ensure maximum attendance. All public notices will be in English and Spanish. Spanish translators and sign language interpreters will be present at all workshops.*

**Task 2.1: Community Workshop #1**

- Walking tour and workshop. This workshop will introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community to shape Task 3.1, Develop Streetscape Concept.
- Responsible Party: Consultant

**Task 2.2: Community Workshop #2**

- An interactive workshop that will use clicker technology, modeling tools, and maps to present the streetscape design concept alternatives. Community will decide on preferred alternatives. Continue to solicit feedback from the community to shape Task 3.3, Draft Complete Street Plan.
- Responsible Party: Consultant

**Task 2.3: Community Workshop #3**

- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 3.3, Draft Complete Street Plan and Task 3.6, Final Complete Street Plan.
- Responsible Party: Consultant

Task	Deliverable
2.1	PowerPoint Presentation, Workshop Summary, Photos
2.2	PowerPoint Presentation, Workshop Summary, Photos
2.3	PowerPoint Presentation, Workshop Summary, Photos

**3. Streetscape Plan**

**Task 3.1: Develop Streetscape Concept**

- Based on the existing conditions report and the community input from Workshop #1, a streetscape concept will be developed. Streetscape conceptual design will incorporate complete streets concepts and will include plans, sketches, and photos.
- Responsible Party: Consultant

**Task 3.2: Develop Conceptual Design Concept Alternatives**

- Up to three complete street conceptual design alternatives will be developed. Illustrations will be made in plan view, as street cross sections, and as sketches. A model simulation will be developed for each alternative. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant

**Task 3.3: Draft Complete Street Plan**

- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

**Task 3.4: Identify Potential Funding Sources**

- Review and identify potential funding sources for future implementation of the preferred alternative.
- Responsible Party: Consultant

**Task 3.5: Joint Planning/Parking and Safety/Bicycle Advisory Commission Meeting**

- Coordinate a joint session among the three commissions to review the draft report and conceptual design alternative. Solicit feedback, respond to any questions, and resolve any critical issues.
- Responsible Party: The City/Consultant

**Task 3.6: Final Complete Street Plan**

- Complete the final report that addresses the comments given from Workshop #3 and the Joint Commission Meeting. Four hard-copies and four electronic copies of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- Responsible Party: Consultant

**Task 3.7: City Council Adoption**

- Present the final Complete Street Plan at the City Council meeting. Resolve any critical issues. Adopt final City of Can Do Complete Street Plan.
- Responsible Party: The City/Consultant

Task	Deliverable
3.1	<i>Sketches, illustrations</i>
3.2	<i>Sketches, illustrations</i>
3.3	<i>Draft Report</i>
3.4	<i>Funding Source Report</i>
3.5	<i>PowerPoint Presentation, Workshop Summary, Photos</i>
3.6	<i>Final Report</i>
3.7	<i>Meeting Notes</i>

#### 4. Fiscal Management

##### Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans District staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

##### Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task	Deliverable
4.1	<i>Invoice Packages</i>
4.2	<i>Quarterly Reports</i>

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### **PROJECT TIMELINE CHECKLIST**

The project timeline is the official documentation of the budget and time frame of the project. **The project timeline must be consistent with the scope of work.**

The project timeline must:

- Be completed using the Fiscal Year 2015-16 template provided (do not alter the template) and submit in Microsoft Excel format.
- List all tasks and sub-tasks with the same title as stated in the scope of work.
- Have task and sub-task numbers in proper sequencing, consistent with the scope of work.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for quarterly reporting to Caltrans.
- Include a task for invoicing.
- List the responsible party for each task and sub-task, and ensure that it is consistent with the scope of work (i.e. applicant, sub-applicant, or consultant).
- Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
- State a realistic total cost for each task based on the work that will be completed.
- Include a proportional spread of local match amongst each task. The match amount must be at least the minimum amount required by the grant program.
- Identify the indirect cost rate if indirect costs will be reimbursed.
- Have a best estimate of the amount of time needed to complete each task.
- Have the timeframe start at the beginning of the grant period (July 2015).
- Have the timeframe extend all the way to the end of the grant period (June 2018 for MPO/RTPAs or Feb 2018 for non-MPO/RTPAs).
- List the deliverable for each task as stated in the scope of work.

**NOTE: Applications with missing components will be at a competitive disadvantage.**

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California Department of Transportation  
 Transportation Planning Grants  
 Fiscal Year 2015-2016

SAMPLE PROJECT TIMELINE

Project Title		City of Can. Do Complete Street Plan		Grantee The City of Can. Do		
Task Number	Task Title	Responsible Party	Total Cost	Grant Amount	Local Cost/Match	Deliverable
1.0	Project Initiation					
1.1	Project Kick-off Meeting	The City	\$870	\$775	\$154	Meeting Note
1.2	Staff Coordination	The City	\$2,000	\$2,000	\$800	Identify Meeting Needs
1.3	RFP for Consultant Services	The City	\$1,000	\$1,200	\$500	Copy of Procurement Proposition and Bidding Consultant Contract
1.4	Identify Existing Consultants	Consultant	\$2,000	\$1,200	\$400	Bidding Conditions Report
2.0	Public Outreach					
2.1	Community Workshop #1	Consultant	\$17,743	\$15,548	\$2,200	PowerPoint Presentation, Workshop Summary, Photos
2.2	Community Workshop #2	Consultant	\$17,744	\$15,549	\$2,195	PowerPoint Presentation, Workshop Summary, Photos
2.3	Community Workshop #3	Consultant	\$17,743	\$15,548	\$2,195	PowerPoint Presentation, Workshop Summary, Photos
3.0	Study and Design					
3.1	Develop Strategic Concept	Consultant	\$25,000	\$23,000	\$2,000	Sketches, Illustrations
3.2	Develop Conceptual Design Concept Alternatives	Consultant	\$12,000	\$8,600	\$3,400	Sketches, Illustrations
3.3	Draft Conceptual Street Plan	Consultant	\$10,000	\$14,400	\$2,800	Draft report
3.4	Identify Potential Funding Sources	Consultant	\$1,500	\$1,200	\$300	Funding Source Report
3.5	Local Participating and Stakeholder Advisory Commission Meeting	The City/Consultant	\$2,200	\$1,700	\$400	PowerPoint Presentation, Workshop Summary, Photos
3.6	Final Complete Street Plan	Consultant	\$7,000	\$5,600	\$1,400	Final Report
3.7	City Council Adoption	The City/Consultant	\$500	\$400	\$100	Meeting Note
4.0	Final Administration					
4.1	Invoicing	The City	\$7,000	\$7,000	\$7,000	Invoice Packages
4.2	Quarterly Reports	The City	\$10,000	\$10,000	\$10,000	Quarterly Reports
			\$100,000	\$100,000	\$100,000	

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: 5%

This sample timeline is for illustrative purposes only. Your scope of work and timeline will include different tasks, funding amounts, deliverables, etc. The project timeline must be consistent with the scope of work. Note: Each task must contain a grant activity and a local match amount. Local cash match must be proportionally distributed by the at least the minimum required match percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements.

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**THIRD PARTY IN-KIND VALUATION PLAN**  
**CHECKLIST**

The third party in-kind valuation plan is an itemized breakdown by task and sub-task and serves as documentation for the goods and/or services to be donated. **The third party in-kind valuation plan must be consistent with the information provided on the Project Timeline and Grant Application Cover Sheet.**

**This document is required upon grant award as a condition of grant acceptance.**

The third party in-kind valuation plan must:

- Be completed using the Fiscal Year 2015-16 template provided (do not alter the format).
  - Name the third party in-kind local match provider.
  - Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
  - Describe the fair market value of third party in-kind contributions and how the values were determined.
  - Include an itemized breakdown by task and sub-task consistent with the project timeline.
  - Be consistent with the in-kind local match amount reflected on the grant application cover sheet.
-

**Sample  
 Third Party In-Kind Valuation Plan**

Activity	Name of Third Party Provider	Value of In-Kind Contribution	Estimated Value of Contribution	Number of Months	Estimated Cost	
2.1 Community Workshop #1	Donated Workshop Conference Room	CBO	The rental rate is established by CBO.	\$50	4	\$200
	Workshop Volunteer	Joe Smith, CBO	City of Car Do reimbursed the cost for workshop facilities and determined the average rate.	\$43	4	\$170
	Use of Professor and Laptop	CBO	The rental rate is established by CBO.	\$50	4	\$200
2.2 Community Workshop #2	Workshop Volunteer	Joe Smith, CBO	City of Car Do reimbursed the cost for workshop facilities and determined the average rate.	\$63	4	\$170
	Copies and Flyers	CBO	Average Copy Costs	\$135	270	\$200
2.3 Community Workshop #3	Workshop Volunteer	Joe Smith, CBO	City of Car Do reimbursed the cost for workshop facilities and determined the average rate.	\$43	4	\$170
	<b>Total In-Kind Months:</b>				<b>4</b>	<b>\$170</b>

How the third party in-kind provider will submit a statement for donated services rendered to the City of Car Do with the value of the estimated cost for each task match will be documented per noted accounting purposes.

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**LOCAL RESOLUTION**

*(Only Applies to Non-MPO/RTPAs)*

**A local resolution is NOT required at the grant application stage; however, it is required upon award, as a condition of grant acceptance.**

The local resolution must:

1. State the title of the project.
  2. State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant.
  3. Resolutions more than a year old will not be accepted.
  4. Be signed by the governing board of the grant applicant.
-

**SAMPLE LOCAL RESOLUTION**

**CITY OF CAN DO  
RESOLUTION NO. 009-2012**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS  
WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
FOR THE CITY OF CAN DO COMPLETE STREET  
PLAN**

1

**WHEREAS**, the Board of Directors of for the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

**WHEREAS**, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

**WHEREAS**, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

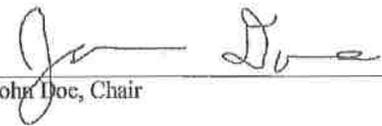
2

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

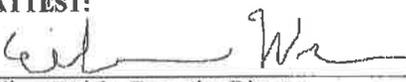
**APPROVED AND PASSED** this 4th day of February, 2013

3

4

  
John Doc, Chair

**ATTEST:**

  
Bilcen Wright, Executive Director



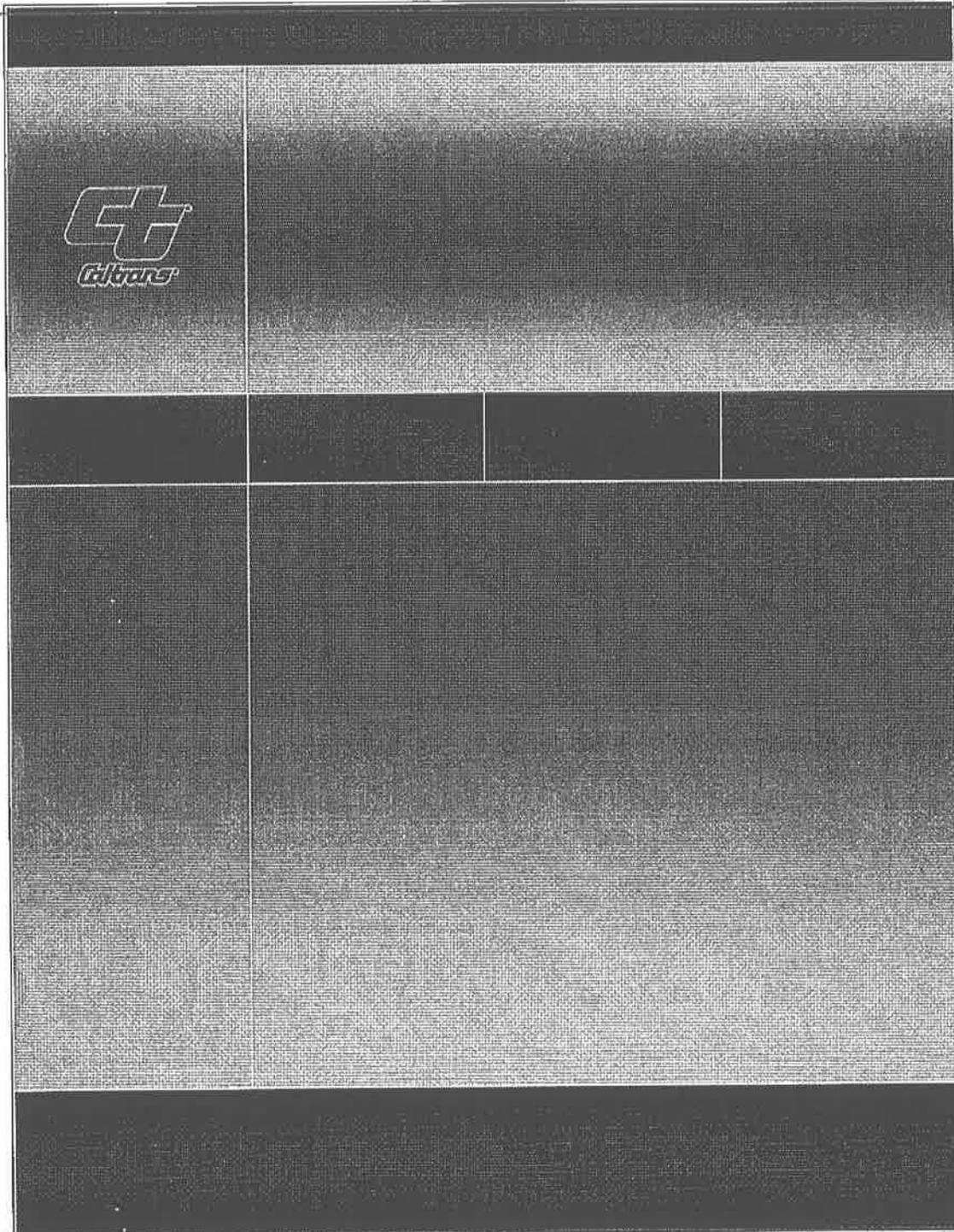
**Caltrans Sustainable Transportation Planning Grant  
 District Contact List**

DISTRICT	CONTACT	MPO/RTPA
<b>DISTRICT 1</b> 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Rex Jackman (707) 445-6412 Email: <a href="mailto:rex.jackman@dot.ca.gov">rex.jackman@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Del Norte LTC</li> <li>• Humboldt CAOG</li> <li>• Lake CCAPC</li> <li>• Mendocino COG</li> </ul>
<b>DISTRICT 2</b> 1657 Riverside Drive Redding, CA 96001	Michelle Millette (530) 229-0517 Email: <a href="mailto:michelle.millette@dot.ca.gov">michelle.millette@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Lassen CTC</li> <li>• Tehama CTC</li> <li>• Modoc LTC</li> <li>• Trinity CTC</li> <li>• Plumas CTC</li> <li>• Siskiyou CLTC</li> <li>• Shasta RTA</li> </ul>
<b>DISTRICT 3</b> 703 B Street Marysville, CA 95901	Beatriz Gonzalez (530) 741-5173 Email: <a href="mailto:beatriz.gonzalez@dot.ca.gov">beatriz.gonzalez@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Butte CAG</li> <li>• Sierra LTC</li> <li>• Colusa CTC</li> <li>• Glenn CTC</li> <li>• El Dorado CTC</li> <li>• Nevada CTC</li> <li>• Placer CTPA</li> <li>• Sacramento Area COG</li> <li>• TRPA—Tahoe Basin</li> <li>• Tahoe MPO</li> </ul>
<b>DISTRICT 4</b> 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	<b>Sustainable Communities—</b> Becky Frank (510) 286-5536 Email: <a href="mailto:becky.frank@dot.ca.gov">becky.frank@dot.ca.gov</a> Blesilda Gebreyesus (510) 286-5575 Email: <a href="mailto:blesilda.gebreyesus@dot.ca.gov">blesilda.gebreyesus@dot.ca.gov</a>  <b>Strategic Partnerships—</b> Ina Gerhard (510) 286-5598 Email: <a href="mailto:ina.gerhard@dot.ca.gov">ina.gerhard@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Metropolitan Transportation Commission</li> </ul>
<b>DISTRICT 5</b> 50 Higuera Street San Luis Obispo, CA 93401-5415	Melissa Streder (805) 549-3800 Email: <a href="mailto:melissa.streder@dot.ca.gov">melissa.streder@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Monterey TAMC</li> <li>• Santa Cruz CCRTC</li> <li>• San Benito COG</li> <li>• Association of Monterey County Bay Area Governments</li> <li>• Santa Barbara CAG</li> <li>• San Luis Obispo COG</li> </ul>

## Caltrans Sustainable Transportation Planning Grant District Contact List

DISTRICT	CONTACT	MPO/RTPA
<b>DISTRICT 6</b> 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Paul Marquez (559) 445-5867 Email: <a href="mailto:paul.marquez@dot.ca.gov">paul.marquez@dot.ca.gov</a>  Alec Kimmel (559) 488-4325 Email: <a href="mailto:alec.kimmel@dot.ca.gov">alec.kimmel@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Fresno COG</li> <li>• Tulare CAG</li> <li>• Kern COG</li> <li>• Kings CAG</li> <li>• Madera CTC</li> </ul>
<b>DISTRICT 7</b> 100 S. Main Street Los Angeles, CA 90012	Charles Lau (213) 897-0197 Email: <a href="mailto:charles.lau@dot.ca.gov">charles.lau@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Southern California Association of Governments</li> </ul>
<b>DISTRICT 8</b> 464 W. 4 <sup>th</sup> Street Mail Station 722 San Bernardino, CA 92401	Rebecca Forbes (909) 388-7139 Email: <a href="mailto:rebecca.forbes@dot.ca.gov">rebecca.forbes@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Southern California Association of Governments</li> </ul>
<b>DISTRICT 9</b> 500 S. Main Street Bishop, CA 93514	Dave Bloom (760) 872-6799 Email: <a href="mailto:dave.bloom@dot.ca.gov">dave.bloom@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Inyo LTC</li> <li>• Mono LTC</li> <li>• Eastern Kern (COG)</li> </ul>
<b>DISTRICT 10</b> 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	<b>Mountain Counties—</b> John Gedney (209) 948-7112 Email: <a href="mailto:john.gedney@dot.ca.gov">john.gedney@dot.ca.gov</a>  <b>Merced, San Joaquin, Stanislaus Counties—</b> Tom Dumas (209) 941-1921 Email: <a href="mailto:tom.dumas@dot.ca.gov">tom.dumas@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Alpine CTC</li> <li>• Amador CTC</li> <li>• Calaveras COG</li> <li>• Mariposa LTC</li> <li>• Merced CAG</li> <li>• Tuolumne CCAPC</li> <li>• San Joaquin COG</li> <li>• Stanislaus COG</li> </ul>
<b>DISTRICT 11</b> 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Mike Kent (619) 688-6822 Email: <a href="mailto:mike.kent@dot.ca.gov">mike.kent@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• San Diego Association of Governments</li> </ul>
<b>DISTRICT 12</b> 3347 Michelson Drive Sulte 100 Irvine, CA 92612-0661	Maureen El Harake (949) 724-2086 Email: <a href="mailto:maureen.el.harake@dot.ca.gov">maureen.el.harake@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>• Southern California Association of Governments</li> </ul>





**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW  
SERVICES**

**TERM:**

**FROM:** MAY 1, 2016 **TO:** JUNE 30, 2020

**SCHEDULE OF FEES:**

The Consultant shall complete the Scope of Work according to the fee schedule on the next page. The Planning Director may authorize moving funds between tasks. All invoicing for Phase I tasks for the Corridor Plan shall be according to Caltrans requirements. The Consultant may not commence Phase II until written authorization is obtained from the Planning Director. With the exception of travel and per diem, reimbursable expenses for the Specific Plan shall be at cost.

North Sierra Highway Corridor Plan, Specific Plan and Environmental Impact Report Fee Schedule March 23, 2016			RRM DESIGN GROUP	RINCON	EPS	TRAFFIC WORKS
			Prime Consultant/ Specific Plan	EIR	Economics	Traffic/ Transportation
<b>Phase I: DRAFT SPECIFIC/CORRIDOR PLAN</b>						
<b>Task 1: Project Initiation</b>						
1.1	Procure Consultants	\$ -	\$0	\$0	\$0	\$0
1.2	Kick-off Meeting	\$ 5,080	\$4,400	\$0	\$0	\$680
<b>Task 2: Plan Concept</b>						
2.1	Stakeholder Interviews	\$ 6,700	\$2,800	\$0	\$0	\$3,900
2.2	Preliminary Research	\$ 10,305	\$6,485	\$0	\$0	\$3,820
2.3	Opportunities/Constraints Memorandum	\$ 12,620	\$6,780	\$0	\$0	\$5,840
2.4	Plan Concept Memorandum	\$ 19,350	\$6,030	\$0	\$0	\$13,320
2.5	Charrette	\$ 14,940	\$11,280	\$0	\$0	\$3,660
2.6	Economic Development Assessment	\$ 25,000	\$0	\$0	\$25,000	\$0
<b>Task 3: Draft Corridor Plan</b>						
3.1	Administrative Preliminary Draft Plan	\$ 52,500	\$12,380	\$30,000	\$0	\$10,120
3.2	Preliminary Draft Plan	\$ 11,760	\$6,760	\$0	\$0	\$5,000
3.3	Public Meeting	\$ 5,660	\$3,560	\$0	\$0	\$2,100
3.4	Boards/Commissions	\$ 19,720	\$15,520	\$0	\$0	\$4,200
<b>Task 4: Final Corridor Plan and Preliminary Final Draft Specific Plan</b>						
4.1	Administrative Draft Final Plans	\$ 15,780	\$15,780	\$0	\$0	\$0
4.2	Public Draft Final Plan	\$ 7,480	\$7,480	\$0	\$0	\$0
4.3	Public Meeting	\$ 3,560	\$3,560	\$0	\$0	\$0
4.4	Boards/Commissions	\$ 19,720	\$19,720	\$0	\$0	\$0
4.5	Final Plan	\$ 4,000	\$4,000	\$0	\$0	\$0
<b>Task 5: Staff Meetings, Invoicing, Reporting</b>						
5.1	Monthly Conference Calls	\$ 15,850	\$12,250	\$0	\$0	\$3,600
5.2	Project Management: Invoicing/Reporting	\$ 8,280	\$4,200	\$0	\$0	\$4,080
<b>Phase I Value:</b>		<b>\$ 258,305</b>				

Phase I Subtotal \$ 258,305

Reimbursable Expenses (Phase I only) \$ 7,200

Estimated Phase I Project Total \$ 265,505

Phase 2: ENVIRONMENTAL REVIEW/FINAL SPECIFIC PLAN			RRM DESIGN GROUP	RINCON	EPS	TRAFFIC WORKS
2.1	Notice of Preparation	\$ 15,640	\$640	\$15,000	\$0	\$0
2.2a	Traffic Study	\$ 76,280	\$1,280	\$0	\$0	\$75,000
2.2b	Draft EIR	\$ 148,200	\$3,200	\$145,000	\$0	\$0
2.3	Final EIR/Specific Plan	\$ 62,720	\$30,720	\$32,000	\$0	\$0
2.4	Staff Meetings, Invoicing/Reporting	\$ 14,000	\$14,000	\$0	\$0	\$0
<b>Phase 2 Value:</b>		<b>\$ 316,840</b>				

Reimbursable Expenses (Phase 2 only) \$ 1,500

Estimated Project Total \$ 583,845

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES**

**TERM:**

**FROM:** MAY 1, 2016 **TO:** JUNE 30, 2020

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

All travel and per diem payments for the Corridor Plan in Phase I shall be according to Caltrans requirements. Per diem and travel expenses for the Specific Plan shall be as follows: if staying overnight in Inyo County, the standard rate is \$46.00 per day for per diem (meals and incidentals); hotel costs are reimbursed at actual cost, not to exceed \$150.00 per night; travel will be reimbursed at the IRS standard rate. All reimbursable expenses require dated receipt.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES**

**TERM:**

**FROM:** MAY 1, 2016 **TO:** JUNE 30, 2020

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 38 04 13).

***Other Insurance Provisions***

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

***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

### ***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

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

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

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### ***Verification of Coverage***

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

### ***Subcontractors***

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

### ***Special Risks or Circumstances***

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

ATTACHMENT E

AND  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES

TERM:

FROM: MAY 1, 2016 TO: JUNE 30, 2020

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;  
"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND RRM DESIGN GROUP  
FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL REVIEW SERVICES

TERM:

FROM: MAY 1, 2016 TO: JUNE 30, 2020

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

# North Sierra Highway Corridor Plan/Specific Plan/EIR Proposal Scoring Summary

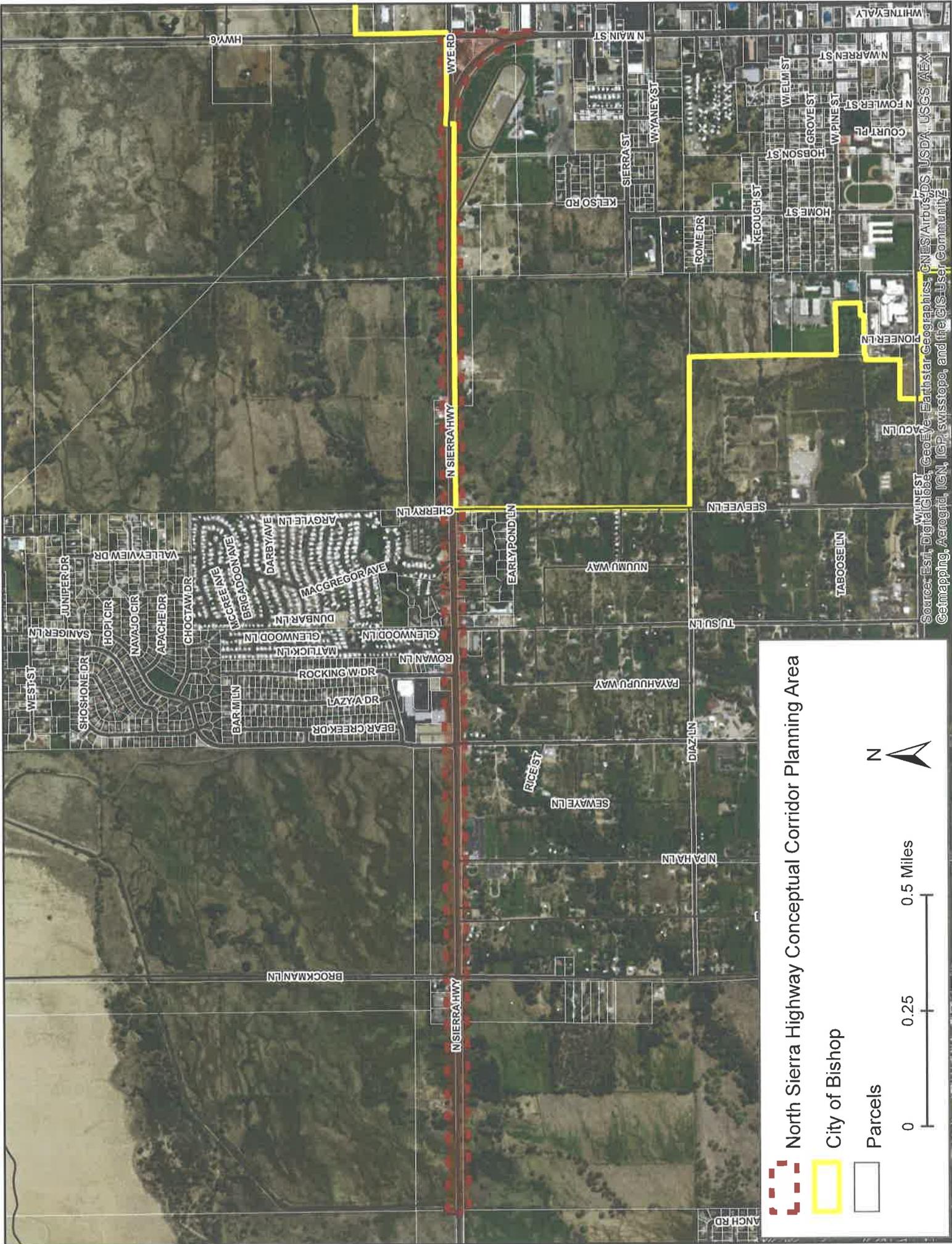
	#1	#2	#3	#4	#5	#6	Averages
<b>De Novo</b>							
Scope	30.00	20.00	26.00	20.00	21.00	28.00	24.17
Fee	10.00	15.00	16.00	25.00	10.00	24.00	16.67
Schedule	13.00	10.00	14.00	10.00	14.00	12.00	12.17
Qualifications	16.00	16.00	15.00	10.00	18.00	20.00	15.83
Contract	10.00	10.00	10.00	0.00	10.00	10.00	8.33
<b>Total</b>	<b>79.00</b>	<b>71.00</b>	<b>81.00</b>	<b>65.00</b>	<b>73.00</b>	<b>94.00</b>	<b>77.17</b>
Phase I Fee - \$366,785		Phase II Fee - \$156,400		Total Fee - \$523,185			

<b>Design Workshop</b>							
Scope	25.00	28.00	29.00	25.00	30.00	29.00	27.67
Fee	10.00	10.00	13.00	20.00	8.00	10.00	11.83
Schedule	13.00	10.00	14.00	10.00	13.00	14.00	12.33
Qualifications	15.00	18.00	16.00	15.00	20.00	20.00	17.33
Contract	10.00	0.00	10.00	0.00	5.00	10.00	5.83
<b>Total</b>	<b>73.00</b>	<b>66.00</b>	<b>82.00</b>	<b>70.00</b>	<b>76.00</b>	<b>83.00</b>	<b>75.00</b>
Phase I Fee - \$369,934		Phase II Fee - \$214,000		Total Fee - \$584,312			

<b>Opticos</b>							
Scope	25.00	20.00	22.00	20.00	25.00	28.00	23.33
Fee	23.00	20.00	18.00	20.00	20.00	10.00	18.50
Schedule	15.00	5.00	10.00	15.00	14.00	14.00	12.17
Qualifications	15.00	15.00	16.00	20.00	20.00	19.00	17.50
Contract	8.00	5.00	9.00	0.00	9.00	10.00	6.83
<b>Total</b>	<b>86.00</b>	<b>65.00</b>	<b>75.00</b>	<b>75.00</b>	<b>88.00</b>	<b>81.00</b>	<b>78.33</b>
Phase I Fee - \$245,207		Phase II Fee - \$350,420		Total Fee - \$595,627			

<b>RRM Design Group</b>							
Scope	27.00	28.00	27.00	30.00	28.00	28.00	28.00
Fee	23.00	23.00	25.00	25.00	25.00	24.00	24.17
Schedule	15.00	10.00	14.00	15.00	15.00	14.00	13.83
Qualifications	18.00	15.00	18.00	15.00	20.00	20.00	17.67
Contract	8.00	5.00	7.00	0.00	8.00	9.00	6.17
<b>Total</b>	<b>91.00</b>	<b>81.00</b>	<b>91.00</b>	<b>85.00</b>	<b>96.00</b>	<b>95.00</b>	<b>89.83</b>
Phase I Fee - \$220,320		Phase II Fee - \$304,340		Total Fee - \$524,660			

RRM only firm to include optional Economic Development Assessment - \$25,000



**North Sierra Highway Conceptual Corridor Planning Area**

**City of Bishop**

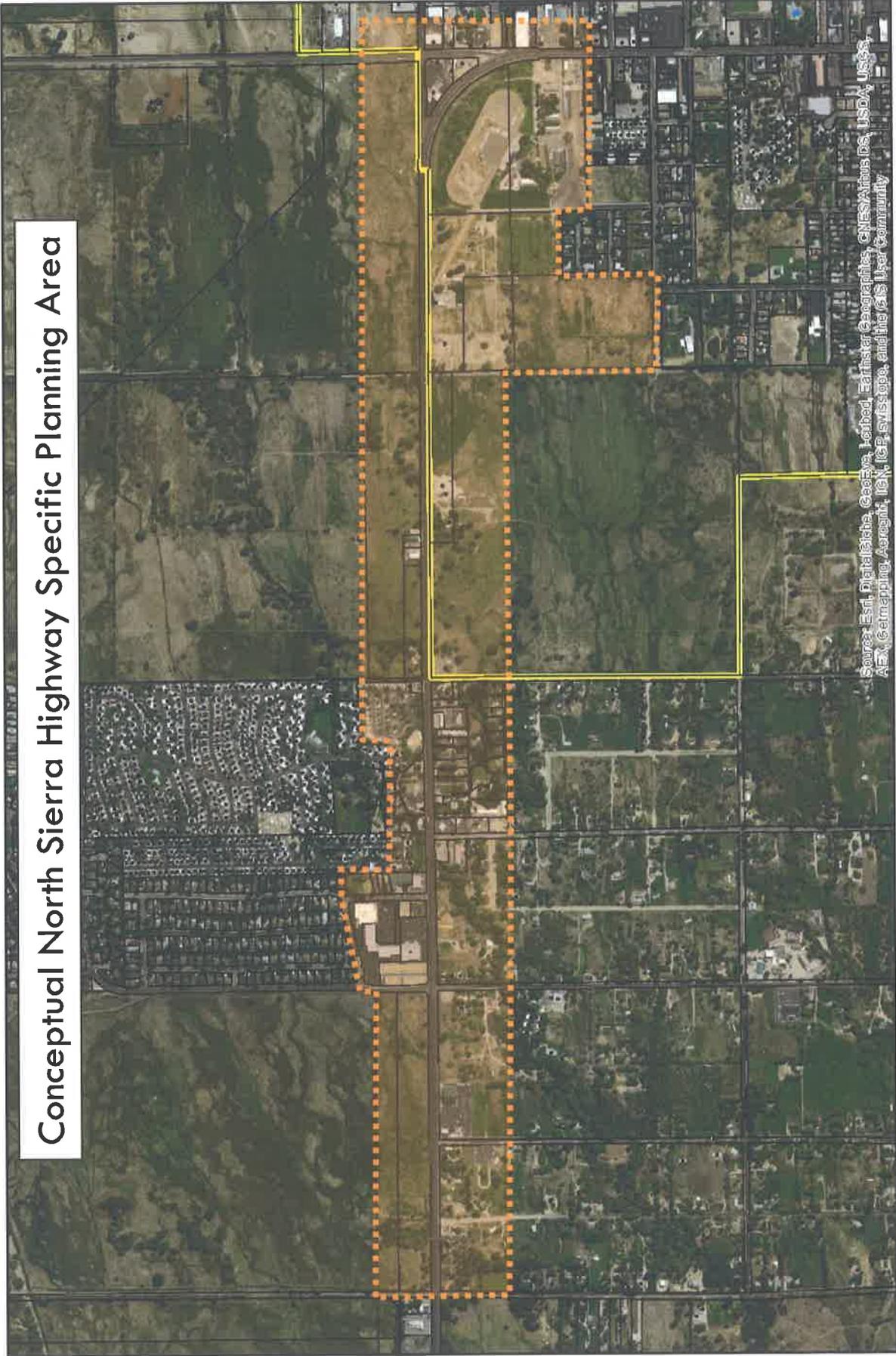
**Parcels**

0 0.25 0.5 Miles

N

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus/USDA, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS-User Community

# Conceptual North Sierra Highway Specific Planning Area



**Legend**

- City of Bishop
- NSH Specific Plan Area





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 14

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

**FROM:** Water Department

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Approval of Contract between the County of Inyo and Ecosystem Sciences Incorporated

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services in an amount not to exceed \$99,830 for the period of July 1, 2016 to June 30, 2017; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

**SUMMARY DISCUSSION:** Your Board approved the FY 2016-2017 LORP Work Plan and Budget on April 19, 2015. This budget included \$99,830 for MOU consultant services. The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). Ecosystems Sciences Incorporated (ESI), out of Boise ID, has provided these services and will, by agreement with Los Angeles Department of Water and Power, again serve as the MOU consultant in FY 2016-2017.

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

The FY 2016-2017 LORP Work

Plan identifies tasks to be carried out by MOU consultants, including:

- Seasonal Habitat Flow recommendation
- Rapid assessment evaluation
- Creel census
- Landscape Vegetation Mapping
- Annual report evaluation and adaptive management recommendations
- Project Management and Meetings
- Expenses

The Proposed MOU Consultants LORP Budget FY 2016-2017 is broken out as follows:

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Cost</u>
<b>Seasonal Habitat Flow (Task 1)</b>			
Principal (Hill)	6	\$152	\$ 912.00
Principal (Platts)	6	\$152	\$ 912.00
Senior Associates	0	\$104	\$ -
Administration	5	\$ 74	\$ 370.00
	<b>Task 1 Subtotal</b>		<b>\$ 2,194.00</b>

<b>Flood Extent Evaluation (Task 2)</b>			
Principal (Hill)	36	\$152	\$ 5,472.00
Principal (Platts)	36	\$152	\$ 5,472.00
Senior Associates	0	\$104	\$ -
Administration	0	\$ 74	\$ -
<b>Task 2 Subtotal</b>			<b>\$ 10,944.00</b>

<b>Rapid Assessment Evaluation (Task 3)</b>			
Principal (Hill)	12	\$152	\$ 1,824.00
Principal (Platts)	10	\$152	\$ 1,520.00
Senior Associates	0	\$104	\$ -
Administration	4	\$ 74	\$ 296.00
<b>Task 3 Subtotal</b>			<b>\$ 3,640.00</b>

<b>Contingency (Task 4)</b>			
Principal (Hill)	52	\$152	\$ 7,904.00
Principal (Platts)	52	\$152	\$ 7,904.00
Senior Associates	0	\$104	\$ -
Administration	20	\$ 74	\$ 1,480.00
<b>Task 4 Subtotal</b>			<b>\$ 17,288.00</b>

<b>Annual Report Evaluation &amp; Adaptive Management Recommendations (Task 5)</b>			
Principal (Hill)	88	\$152	\$ 13,376.00
Principal (Platts)	88	\$152	\$ 13,376.00
Senior Associates	100	\$104	\$ 10,400.00
Administration	20	\$ 74	\$ 1,480.00
<b>Task 5 Subtotal</b>			<b>\$ 38,632.00</b>

<b>Meetings and Project Management (Task 6)</b>			
Principal (Hill)	60	\$152	\$ 9,120.00
Principal (Platts)	40	\$152	\$ 6,080.00
Senior Associates	20	\$104	\$ 2,080.00
Administration	48	\$ 74	\$ 3,552.00
<b>Task 6 Subtotal</b>			<b>\$ 20,832.00</b>

<b>Expenses</b>			
Travel (Mileage 1500/trip @ \$0.56/mi)	4	\$840	\$ 3,360.00
Lodging	12	\$150	\$ 1,800.00
Per Diem	12	\$95	\$ 1,140.00
<b>Expenses Subtotal</b>			<b>\$ 6,300.00</b>

<b>TOTAL</b>			<b>\$ 99,830.00</b>
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Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

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

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

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

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP. The balance of the Post Implementation Credit held in trust by LADWP was \$1,261,069 as of February 10, 2015

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

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the

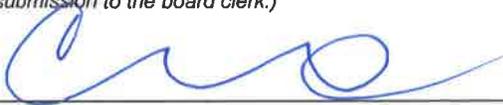
Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On April 15, 2015, there was \$2,936,251.86 in the Trust Account.

**ALTERNATIVES:** The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative could delay the Consultant's work and interfere with meeting mandated reporting schedules.

**OTHER AGENCY INVOLVEMENT:** LADWP

**FINANCING:**

The LORP Trust Account (504103) or the Water Department budget (024102), Professional Services (5265) will fund this contract. Both accounts have sufficient fund balance to cover the contract. After deductions for FY 2016-2017, \$1,275,056 will remain available in the LORP Post-Implementation Credit, and the LORP Trust Account Balance (504103) as of January 6, 2016 is \$2,807,204. The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, \$4,082,260, with interest and indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 21, 2021.

<b><u>APPROVALS</u></b>	
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>04/06/2016</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>4/7/2016</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 4.7.16  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ECOSYSTEM SCIENCES  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Ninety nine thousand eight hundred thirty and 00/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

**4. WORK SCHEDULE.**

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

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

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

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

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

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

## 7. COUNTY PROPERTY.

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

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

## 8. INSURANCE.

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

**9. STATUS OF CONSULTANT.**

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

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

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

Inyo County Water Department  
Box 337  
Independence, CA 93526

Name P.O.  
Street  
City and State

**Consultant :**

Ecosystem Sciences  
202 N. 9<sup>th</sup> Suite 400  
Boise, ID 83702

Name  
Street  
City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ECOSYSTEM SCIENCES  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

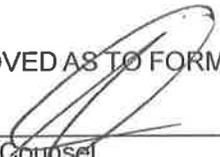
By: \_\_\_\_\_  
Signature

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

dg/Contracts/MiscAgreements/EcosystemSciences.Water

**ATTACHMENT A**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND ECOSYSTEM SCIENCES**  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** July 1, 2016      **TO:** June 30, 2017

**SCOPE OF WORK:**

See Attachment A

## MOU Consultants Work Plan 2016-17 Budget for LORP MAMP Tasks

### TASK 1-----

#### Seasonal Habitat Flow

The LORP Monitoring and Adaptive Management Plan requires the MOU Consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast as described in the FEIR and Ecosystem Management Plan.

Deliverables:

Conduct review of nomograph and provide written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.

**Budget: \$2,194**

### TASK 2-----

#### Flood Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows (SHF). Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision making. The seasonal habitat flow is evaluated in high flow years to estimate the extent of flooding on river landforms. This task is approved contingent upon runoff estimates that allow for a SHF that is equal to or greater than seasonal intake flows required meet MOU river flow requirements.

Deliverables:

Flooded extent results are compared to results from other tasks to analyze effectiveness in meeting LORP goals. Field time associated with monitoring the flooded extent is accounted for under this task so that the MOU Consultants can observe conditions during the seasonal habitat flow.

**Budget: \$10,944**

### TASK 3-----

#### Rapid Assessment Evaluation

The MOU Consultants inform the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU Consultants evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Review of RAS results and written consultation with MOU Parties following completion of the RAS. This report will be included in the LORP Annual Report.

**Budget: \$3,640**

#### TASK 4-----

##### **Contingency**

Environmental issues concerning the LORP are dynamic. Unforeseen issues can arise that are not covered by a particular task. Responses to these challenges may require independent outside review. LADWP and ICWD can utilize the MOU Consultants to develop and implement adaptive management, and monitor management actions in these cases. MOU Consultants may be required to attend meetings, review proposed management actions, or make recommendations on issues associated with implementation, monitoring, and adaptive management.

In this fiscal year, funds are set aside under Contingency to allow the review and evaluation of plans that may be generated with regard to management of the Blackrock Waterfowl Management Area or Delta Habitat Area, as well as potential modifications to the avian monitoring program and/or associated habitat modeling.

**Budget: \$17,288**

#### TASK 5-----

##### **Annual Report Evaluation & Adaptive Management Recommendations**

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultants. The MOU Consultants will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions.

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultants will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required.

##### **Deliverables:**

Review of LORP Annual Report Chapters authored by LAWDP and Inyo County based on monitoring efforts conducted that year. The MOU Consultant will provide a written description of necessary Adaptive Management Recommendations including a discussion of how these recommendations will improve conditions within the LORP. The focus of this deliverable will be on the recommendations themselves and will include references to information provided by the monitoring being conducted by Inyo County and LADWP. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

**Budget: \$38,632**

**TASK 6**-----**Meetings and Project Management**

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will manage project assignments, schedules and budgets, conduct team meetings, administer the contract and workload, and provide progress reports to ICWD as needed, budget assessment and invoice each month and work items that may not be identified in other tasks delineations.

In addition, this task requires the MOU consultants to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

The MOU Consultants will be called upon to prepare for and participate in the public meeting to review the draft LORP 2016-2017 Annual Report, and present and discuss rationale for their adaptive management recommendations.

***Budget: \$20,832***

**EXPENSES**-----

Necessary Expenses include mileage for travel, lodging, and per diem for the MOU Consultants to conduct two trips during the 2016-2017 fiscal year.

***Budget: \$6,300***

**Total Budget \$99,830**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ECOSYSTEM SCIENCES  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** July 1, 2016      **TO:** June 30, 2017

**SCHEDULE OF FEES:**

County shall pay to Contract for the work and services described in Attachment A which are performed by Consultant at County's request in an amount not to exceed \$99,830.

Hourly rates are as follows:

Principals	\$152
Associates	\$104
Administration	\$ 74

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ECOSYSTEM SCIENCES  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM: July 1, 2016                      TO: June 30, 2017**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel expenses will be reimbursed at the following rates:

Mileage	@ \$ .56 per mile
Lodging	\$155.00 per day
Per Diem	\$ 95.00 per day

Section 3E- Billing – Billing and payment – no receipts for lodging/per diem will be required due to flat rate.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  16
---

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: **April 26, 2016**

SUBJECT: Amend Resolution No. 77-21 to include Deputy Treasurer-Tax Collectors as authorized co-signers for the Local Agency Investment Fund (LAIF) account.

**DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board of Supervisors amend Resolution No. 77-21 as presented, not only to facilitate the daily business requirements of the Treasury, but to avoid any interruptions of said business should the Treasurer-Tax Collector be unable to approve necessary future changes.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In cooperation with Administration, this Department has agreed to leave the position of Assistant Treasurer-Tax Collector vacant for the near future, and has recently hired an Administrative Analyst II to provide for that vacancy. An unintended consequence of that decision is that, in several instances, only the Treasurer-Tax Collector and Assistant Treasurer-Tax Collector are authorized signers on various accounts; LAIF is one of those accounts. I am currently unable to add the newly hired Administrative Analyst II to the LAIF account, as there is no longer an Assistant Treasurer-Tax Collector to co-sign the change. While we can still conduct business with LAIF, we are exposing this account to potential difficulties should I become unavailable. All of the department employees are sworn Deputy Treasurer-Tax Collectors. By adding this title as an authorized signer to LAIF, we will maximize our ability to always be in a position to react to any changes.

In order to provide as much oversight as possible, I am also recommending that the Treasurer-Tax Collector is a required signature for all changes.

**ALTERNATIVES:**

Should the Board choose not to amend Resolution 77-21, the inherent risk is that as departmental vacancies occur, and I am unable to authorize new signers to the account, we could find ourselves in a position we are unable to provide the necessary liquidity to conduct daily business on behalf of not only the County, but all treasury pool participants. LAIF is the money market account we deposit excess liquid assets until needed for cash flow purposes.

**OTHER AGENCY INVOLVEMENT:**

LAIF and all treasury pool participants.

**FINANCING:**

**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>04/01/2016</u>
AUDITOR/CONTROLLER:  N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 4/5/16  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**RESOLUTION NO. 2016-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RE-APPROVING AND RE-AUTHORIZING THE INVESTMENT OF COUNTY MONIES IN LOCAL AGENCY INVESTMENT FUND**

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Supervisors previously authorized the deposit and withdrawal of County monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein; and

WHEREAS, Resolution 77-21, among other things, authorized the Assistant Treasurer-Tax Collector to order the deposit or withdrawal of monies in the Local Agency Investment Fund;

WHEREAS, there is a need to modify the existing list of authorized positions able to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Board of Supervisors of the County of Inyo, State of California, does hereby re-authorize the deposit and withdrawal of County monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.
2. The following County officers shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:
  - Treasurer-Tax Collector;
  - Assistant Treasurer-Tax Collector;
  - Deputy Treasurer-Tax Collector.
3. Any order for a deposit or withdrawal of monies in the Local Agency Investment Fund must be authorized by the Treasurer-Tax Collector and one of the other above listed authorized officers.

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//

4. This Resolution shall supersede Resolution 77-21 to the extent of any conflicting provisions therein.

PASSED and ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Jeff Griffiths, Chairman  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By \_\_\_\_\_  
Assistant Clerk of the Board

99-14-000

RESOLUTION #77- 21

RESOLUTION AUTHORIZING INVESTMENT OF COUNTY MONIES IN LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Supervisors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein as in the best interests of Inyo County.

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the deposit and withdrawal of County monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED that the following County officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund: FRED FLOWERS, TREASURER-TAX COLLECTOR

JOHN TREACY, ASSISTANT TREASURER-TAX COLLECTOR

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California, on February 7, 1977 by the following vote:

AYES Supervisors Engel, Johnson, McDonald and London

NOES None

ABSTAIN Supervisor Muth

ATTEST [Signature], Clerk

[Signature] (County Counsel)  
APPROVED AS TO FORM



**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:** Thomas L. Hardy, Inyo County District Attorney

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Fiscal Year 2015/2016 Budget Amendment for the District Attorney Victim Witness Assistance Program Grant.

**DEPARTMENTAL RECOMMENDATION:**

- A) Request Board Authorize the increase in estimated revenue in OES/VWAC Budget Number 620415 – State Grants (4498) in the amount of \$5,965 for a total grant amount of \$118,975.
- B) Authorize District Attorney to sign any necessary documentation to accept and utilize the grant & Augmentation of the Grant on behalf of the County.
- C) Amend the County’s Fiscal Year 2015/2016 Budget by replacing the current Budget as follows:
  - a. Increase estimated revenue in OES/VWAC Budget #620415 – State Grants (4498) in the amount of \$5,965 for a total grant amount of \$118,975.
  - b. Amend appropriations in OES/VWAC Budget #620415 in the amount of \$5,965 as listed under “Staff recommends the following appropriations for FY 2015/2016 as follows:” (4/5’s vote required)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This is the (24th) twenty-fourth year we have applied for and been offered this grant. The original grant total was in the amount of \$100,836 then increased at mid-year budget for a total amount of \$113,010. This fiscal year the Governor’s Office of Emergency Services (CalOES) has offered an Augmentation for an increase in funds for a total grant amount of \$118,975. With these additional funds we are able to fund the Victim Witness Assistant’s Salary and Benefits at 100%, off-set the District Attorney’s general fund with the Administrative Legal Secretary’s (fiscal) Salary and Benefits at 20%, and the Legal Secretary’s (First Point of Contact) Salary and Benefits at 10%. These additional funds will also allow the Victim Witness Assistant to travel to presentations, trainings, meetings, court, etc. Further, the additional funds will help with the victim emergency fund; assist the District Attorney’s general fund with office supplies, copy charges, postage, etc. Expenditures will not exceed Revenue.

Staff recommends the following appropriations for FY 2015/2016 as follows:

	Current Budget Amount	New Budget Totals
Salaried Employees (5001-5043)	\$84,861	\$83,776
Education Reimbursement (5034)	100	-0-

Internal Charges (5121)	700	700
Cellular Telephones (5122)	360	360
Internal Copy Charges (5129)	500	500
Worker's Compensation (5152)	902	902
Public Liability (5155)	594	594
Professional & Special (5265)	850	850
General Operating (5211)	5,107	11,761
County Cost Plan (5315)	2,058	2,058
Travel Expense (5331)	4,500	4,500
Motor Pool (5331)	800	800
Construction in Progress (5700)	11,678	12,174
<b>TOTALS</b>	<b>\$113,010</b>	<b>\$118,975</b>

**ALTERNATIVES:**

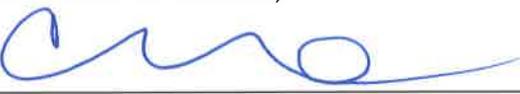
If your Board chose not to accept the additional funding, the program would not be able to function at a high level and the General fund would not receive the benefit of savings.

**OTHER AGENCY INVOLVEMENT:**

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

**FINANCING:**

With the additional funds (Augmentation) the grant would increase to the total amount of \$118,975. Budget #620415. The County expends funds and then a claim is made for reimbursement quarterly.

<b>APPROVALS</b>	
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>4/7/16</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>4/7/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

Budget Officer  04-01-2016

**DEPARTMENT HEAD SIGNATURE:**  Date: 4/12/16  
(Not to be signed until all approvals are received)

EDMUND G. BROWN, JR.  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

February 1, 2016

Thomas L. Hardy  
District Attorney  
County of Inyo  
Post Office Drawer D  
Independence, CA 93526

RECEIVED  
FEB 04 2016  
Inyo County District Attorney  
Independence

Subject: **Approval of Subaward Amendment #1**  
Victim/Witness Assistance Program  
Subaward #: **VW15240140**

Dear Ms. Hardy:

The California Governor's Office of Emergency Services (Cal OES) has received and approved the enclosed subaward amendment request, for the subject grant.

All other agreements shall remain as previously agreed upon.

Please contact your Program Specialist if you have any questions about this amendment.

Cal OES GRANTS PROCESSING

Enclosure

c: Subrecipient file  
Program Specialist

3

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD AMENDMENT

SUBAWARD #: VW15 24 0140

Federal Grant # 2015-VI-EX-0058 FIPS# 027-00000 Amendment# One  
Project # NAB DUNS# 010706687 Performance Period 07/01/15 to 06/30/16

This amendment is between the California Governor's Office of Emergency Services, hereafter called Cal OES, and the Grant Subrecipient: County of Inyo

Grant Subaward VW15 24 0140 between the parties hereto is hereby amended to:

Increase the 15 VOCA funds by \$18,139 <sup>FROM</sup> ~~for~~ \$50,427 to \$68,566; (R)

~~Increase the 15 VOCA Match by~~ (R)

Increase the Total Project Cost by \$18,139 from \$100,836 to \$118,975.

All other provisions of this agreement shall remain as previously agreed upon.

NOV 20 2015  
611 828

Subrecipient (Certification and Signature of Authorized Agent)				
By (Authorized Signature)		Date		
		11-16-15		
Printed Name		Title		
Thomas L. Hardy		Inyo County District Attorney		
Address				
Post Office Drawer D, Independence, California 93526				
Governor's Office of Emergency Services (For Cal OES use only)				
By Director or Designee		Date		
		2/11/16		
Printed Name		Title		
RICK STOIZ				
Amount Encumbered by this Document	Program/Component	Match	Item	
18,139	40-20-451	20% of the amount of the match met by VOCA funds	01090-101-0890	
Prior Amount Encumbered	Fund Source	Chapter	Statute	Fiscal Year
100,836	Federal Trust	10	2015	2015-16
Total Amount Encumbered to Date	PCA #	Project #	CFDA #	
118,975	18205	15VOCA	14-575	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Cal OES Fiscal Officer		Date		
		2/11/16		

20

# GRANT SUBAWARD MODIFICATION

MAIL TO: California Governor's Office Of Emergency Services  
3650 Schriever Ave  
Mather, CA 95655:

Check correct unit:  
 Criminal Justice     DV, SA, VW & Children's  
(Indicate unit on envelope)

1. Subaward #: VW1524 0140  
2. Modification # 1

3. Subrecipient/Implementing Agency: INYO COUNTY  
4. Project Title: VICTIM WITNESS ASSISTANCE PROGRAM  
5. Contact Person: Thomas L. Hardy Phone: 760 878-0282 Fax: 760 878-2383  
Email Address: thardy@inyocounty.us 6. Performance Period: 07/01/15 to 06/30/16  
7. Payment Mailing Address: Post Office Drawer D, Independence, California 93526  Check here if new.

### 8. Revision to Budget

FISCAL YEAR	Current Allocation Select Acronym from list	Grant Funds				Required Match				Total
		A. Personal Services	B. Operating Expenses	C. Equipment	Fund Total	A. Personal Services	B. Operating Expenses	C. Equipment	Match Total	
15	VWA0	\$49,409	\$1,000		\$50,409				\$0	\$50,409
15	VOCA	\$34,964	\$15,463		\$50,427				\$0	\$50,427
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
<b>Proposed Change (add (+) or subtract (-) from budgeted amount)</b>										
15	VWA0				\$0				\$0	\$0
15	VOCA		\$5,965	\$12,174	\$18,139				\$0	\$18,139
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
<b>Revised Allocation</b>										
15	VWA0	\$49,409	\$1,000	\$0	\$50,409	\$0	\$0	\$0	\$0	\$50,409
15	VOCA	\$34,964	\$15,463	\$18,139	\$68,566	\$0	\$0	\$0	\$0	\$68,566
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

9. Justification for Modification: (If necessary, continue the justification on page 3.)  Check to Total  
Additional VOCA funds.

**10. Subrecipient Approvals**

Thomas L. Hardy, District Attorney  
Project Director (typed name)  
*Thomas L. Hardy*  
Project Director Signature  
Date: 11-16-15

Amy Shepherd, Auditor  
Financial Officer (typed name)  
*Amy Shepherd*  
Financial Officer Signature  
Date: 11-16-15

**Cal OES USE ONLY**

Wiana M. ...  
Program Specialist  
Date: 12/20/15

Steph ...  
Unit Chief  
Date: 12/20/15

...  
Grants Processing  
Date: 1-27-16

RECEIVED  
NOV 20 2015  
611 828

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Grant Recipient: Inyo County				Subaward#: VW15240140
A. Personal Services – Salaries/Employee Benefits	15 VWAO (State)	15 VOCA	15 VWAO MATCH	COST
<b>SALARIES:</b>				\$0
Victim Witness Assistant 100%				\$0
\$3,210 x 12 months = \$38,520	\$25,913		\$12,607	\$38,520
				\$0
<b>Legal Secretary (1st point of Contact)</b>				\$0
\$4,250 x 12 months = \$51,000 x 10% = \$5,100	\$5,100			\$5,100
				\$0
<b>Administrative Secretary (Fiscal)</b>				\$0
\$5,567 x 12 months = \$66,813 x 20% = \$13,363	\$5,789	\$7,574		\$13,363
				\$0
				\$0
				\$0
<b>BENEFITS:</b>				\$0
Victim Witness Assistant 100%				\$0
PERS Retirement: \$6,822 100%				\$0
FICA: \$2,701 100%				\$0
Medicare: \$632 100%				\$0
SDI: \$411 100%				\$0
Bilingual Pay: \$1,924 100%				\$0
Medical/Dental/Vision/Life Insurance: \$3,695 100%				\$0
TOTAL: \$16,185 100%		\$16,185		\$16,185
				\$0
<b>Legal Secretary (1st point of Contact)</b>				\$0
PERS Retirement: \$12,886 X 10% = \$1,288				\$0
FICA: \$3,221 x 10% = \$322				\$0
Medicare: \$753 x 10% = \$75				\$0
SDI: \$520 x 10% = \$52				\$0
Medical/Dental/Vision/Life Insurance: \$16,170 x 10% = \$1,617				\$0
TOTAL: \$3,354 10%		\$3,354		\$3,354
				\$0
<b>Administrative Secretary (Fiscal)</b>				\$0
PERS Retirement: \$16,932 x 20% = \$3,386				\$0
FICA: \$4,222 x 20% = \$844				\$0
Medicare: \$987 x 20% = \$197				\$0
SDI: \$681 X 20% = \$136				\$0
Medical/Dental/Vision/Life Insurance: \$16,441 x 20% = \$3,288				\$0
TOTAL: \$7,851 20%		\$7,851		\$7,851
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Personal Section Totals</b>	<b>\$36,802</b>	<b>\$34,964</b>	<b>\$12,607</b>	<b>\$84,373</b>
<b>PERSONAL SECTION TOTAL</b>				<b>\$84,373</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Grant Recipient: Inyo County			Subaward#: VW15240140	
B. Operating Expenses	15 VWAO (State)	15 VOCA	15 VWAO MATCH	COST
Monthly Cell Telephone Service - 1 phone x \$40 per month x 12 months = \$480		\$480		\$0 \$0 \$480
Victim emergency fund, including food & meals, motel clothing, travel, & emergency basic needs, etc. \$250 per month x 12 months = \$3,000		\$3,000		\$0 \$3,000 \$0 \$0
Misc. general office supplies including printer cartridges, copy/postage charges, business cards, misc. printing of brochures, resource guides (English & Spanish) \$583.33 per month x 12 months = \$7,000	\$1,000	\$6,000		\$0 \$7,000 \$0 \$0 \$0
Various Presentations/Trainings/Meetings (including mileage) \$141.67 per month x 12 months = \$1,500 (.575 per mile)		\$1,700		\$0 \$1,700 \$0
Various Travel Court, Trials, transportation of Victims, etc. (Including mileage)(Fiscal & Victim Witness Assistant) \$141.67 per month x 12 months = \$1,500 (.575 per mile)		\$1,700		\$0 \$1,700 \$0 \$0 \$0
Training/Conference Registrations		\$1,946		\$0 \$1,946 \$0
<b>Victim Advocacy &amp; Crisis Responses Training NOVA</b> (Out of State Travel - Texas) Airfare: \$400 Taxi/Shuttle: \$100 Parking: \$100 State/Agency Car: \$300 Lodging 6 nights @ \$140 = \$840 Per Diem 7 days @ \$71 = \$497 Registration \$450 TOTAL: \$2,687		\$2,687		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$2,687 \$0
<b>Victim Witness 2nd/3rd Level Training</b> Lodging 6 nights @ \$140 = \$840 Per Diem 7 days @ \$71 = \$497 Mileage 650 miles @ 5.75 per mile = \$374 TOTAL: \$1,711		\$1,711		\$0 \$0 \$0 \$0 \$1,711 \$0
<b>CalOES Mandatory Training</b> Lodging 2 staff x 4 nights @ \$140 = \$1,120 Per Diem 2 staff x 5 days @ \$71 per day = \$710 Mileage 650 Miles @ 5.75 per mile = \$374 TOTAL: \$2,204		\$2,204		\$0 \$0 \$0 \$0 \$2,204 \$0 \$0 \$0
<b>OPERATING SECTION TOTAL</b>	\$1,000	\$21,428	\$0	\$22,428
<b>OPERATING SECTION TOTAL</b>				\$22,428

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Grant Recipient: Inyo County				Subaward#: VW15240140	
C. Equipment	15 VWAO (State)	15 VOCA	15 VWAO MATCH	COST	
<b>Prosecutor by Karpel</b> including Victim Services component  \$80,000 divided by 11.5 (FTEs) = \$6,956.52 x 2.5 (potential build out of program) = \$12,173.91		\$12,174		\$0	
				\$0	
				\$0	
				\$12,174	
				\$0	
				\$0	
				\$0	
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				\$0	
	<b>Equipment Section Totals</b>	\$0	\$12,174	\$0	\$16,709.00
	<b>EQUIPMENT SECTION TOTAL</b>				
<b>Category Totals</b>					
<i>Same as Section 12G on the Grant Award Face Sheet</i>	<b>\$37,802</b>	<b>\$68,566</b>	<b>\$12,607</b>	<b>\$118,975.00</b>	
<b>Total Project Cost*</b>					
<i>Sheet</i>					

# CJVS Budget Summary Report

**VW15 Victim/Witness Assistance Program**  
 Inyo County  
 Victim Witness Assistance Program  
 Subaward #: VW15 24 0140  
 Performance Period: 07/01/15 - 06/30/16  
 Latest Request: December 2015, Not Final 201

**A. Personal Services - Salaries/Employee Benefits**

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>✓</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	34,964	✓	0	34,964	0	34,964
S	15VWAO	49,409	✓	36,872	12,537	0	12,537
<b>Total A. Personal Services - Salaries/Employee Benefits:</b>		<b>84,373</b>		<b>36,872</b>	<b>47,501</b>	<b>0</b>	<b>47,501</b>

**B. Operating Expenses**

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>✓</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	21,428	✓	8,248	13,180	0	13,180
S	15VWAO	1,000	/	0	1,000	0	1,000
<b>Total B. Operating Expenses:</b>		<b>22,428</b>		<b>8,248</b>	<b>14,180</b>	<b>0</b>	<b>14,180</b>

**C. Equipment**

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>✓</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	15VOCA	12,174	✓	0	12,174	0	12,174
S	15VWAO	0		0	0	0	0
<b>Total C. Equipment:</b>		<b>12,174</b>		<b>0</b>	<b>12,174</b>	<b>0</b>	<b>12,174</b>

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
<b>Total Local Match:</b>	0	0	0	0	0
<b>Total Funded:</b>	118,975	45,120	73,855	0	73,855
<b>Total Project Cost:</b>	118,975	45,120	73,855	0	73,855

**F/S/L (Funding Types):** F=Federal, S=State, L=Local Match  
**Paid/Expended=posted in ledger w/Claim Schedule. Pending=Processed but not yet in Claim Schedule.**



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

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  18
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** APR 26 2016

**SUBJECT:** Award of construction contract for the Tecopa Community Center HVAC Replacement Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Award a Construction Contract for the Tecopa HVAC Replacement Project to Shoshone Propane of Pahrump, NV in an amount not to exceed \$20,000.00.
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 December 15, 2015 your Board approved plans and specifications for the Tecopa Community Center HVAC Project and authorized the Public Works Department to advertise and receive bids for the project. This project was originally identified in the 2015-16 Board adopted Deferred Maintenance Project list and will be funded through the 2015-2016 Board adopted Deferred Maintenance Budget.

This project will include the removal of the existing three (3) roof mounted HVAC units and the procurement and installation of two (2) new roof mounted HVAC units at the existing Tecopa Community Center. The work also includes all required electrical connections and installation of all other associated work, for the finished and completely operational building HVAC system as well the sealing of the roof where HVAC unit #2 is, as well as coating the existing ducts with "Snow Coat" and connecting ducts of units #1 and #3. All of the work shall be done in accordance with the applicable Federal, State, and local laws, codes and regulations.

On March 25, 2016, two (2) bids were received and opened by the Assistant Board Clerk. The bids were reviewed by County Counsel and have been deemed responsive to the bid documents (bid tabulation sheet is attached for your review). Bishop Heating and Air submitted a total bid amount of \$37,611.08 and Shoshone Propane submitted a bid of \$20,000.00. Currently, the budget amount for the project is \$22,000.00. The engineer's estimate for the Total Bid project was \$18,500.00. 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 Shoshone Propane of Pahrump, NV, in a total bid contract amount of \$20,000.00.

**ALTERNATIVES:**

Your Board could choose to not award the contract to Shoshone Propane 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~~ <sup>AS</sup>  
*5050 Equipment*

**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.)  
*[Signature]* Approved: Yes Date 4/7/16

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 4/15/16

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: 4/15/16

**CONTRACT**  
**for the**  
**TECOPA COMMUNITY CENTER HVAC REPLACEMENT PROJECT**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, 1/7, 2016, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and Shoshone Tropic - Robert Haines (herein "CONTRACTOR"), for the construction of the **TECOPA COMMUNITY CENTER HVAC REPLACEMENT PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **Services to Be Performed:** Contractor agrees at his/her own expense to furnish all equipment, labor and materials necessary to provide the County *with all services needed to complete the Tecopa Community Center HVAC Replacement Project*, as more specifically detailed in the attached Exhibit "A:" the Special Provisions and the portion of the Response to the Request for Bids as well as all other Contract documents identified in the Request for Bids.
  
2. **Time of Completion:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in Section 1017.07 of the projects Special Provisions. Extension of time shall be per Section 1017.09 of the Inyo County Standard Specifications.
  
3. 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:

Twenty Thousand Dollars AND NO CENTS

dollars (\$20,000.00).

(agreed amount) 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. No Payment shall be made in excess of the agreed amount.

4. 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.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this agreement. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Agreement. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards.

Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. Contractor shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. **Independent Contractor:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Agreement. Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraphs 2 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

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

**8. Compliance with Laws:**

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

**a. Safety Training:**

- i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CALOSHA; and
- ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and
- iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Agreement shall require each subcontractor working with employees to comply with the requirements of this section.

**b. Child, Family and Spousal Support reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

**c. Nondiscrimination:**

- iv. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.
- v. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et.seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et.seq.), Title VII (42 U.S.C. 2000, et.seq.), the California Fair Employment Housing Act (California Government Code

sections 12900, et.seq.) and regulations and guidelines issued pursuant thereto.

9. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.
10. 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.
11. 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.
12. 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.
13. **Controlling Law Venue:** This Agreement is made in the County of INYO, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.
14. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address, set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of INYO  
Public Works Department  
Attn: Travis Dean  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: Robert Haines

Shoshone Propane

1020 W. Hard Ln

Bohrump, NV 89048

15. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
16. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
17. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
18. **Effect of Refusal of Board of Supervisors to Enter Into Agreement.** It is understood and agreed by the parties that this Agreement is subject to the review and approval of the INYO County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.
19. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship

between County and subcontractor nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor unless otherwise is required by law.

**21. Termination:** This Agreement may be terminated for the reasons stated below:

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

**22. Time is of the Essence.** Time is of the essence for every provision in this Agreement.

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

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

Exhibit "A"

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

COUNTY OF INYO

\_\_\_\_\_

Board Chair

CONTRACTOR

  
\_\_\_\_\_

Enter Contractor Name, Title

Robert Haines - President

Printed Name and Title

APPROVED AS TO FORM:

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

ATTEST: Kevin Carunchio  
Clerk to the Board of Supervisors

By \_\_\_\_\_



**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 for     
 Closed Session     
 Informational

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Inyo National Forest Plan Update

**RECOMMENDATION:** Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

**SUMMARY DISCUSSION:** The Inyo National Forest (INF) is drafting an updated INF Plan.<sup>1</sup> The County and the Forest Service have entered into a Memorandum of Understanding designating the County as a Cooperating Agency in developing the Plan, and staff will report on recent activities arising out of its responsibilities in regards thereto. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

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

Date: 3/13/16

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.



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

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM:** Rick Benson  
Assistant County Administrator

**FOR THE BOARD MEETING OF:** April 19, 2016

**SUBJECT:** Responses to Library Consultant RFP

**DEPARTMENTAL RECOMMENDATION:**

Request your Board provide direction regarding engaging a consultant to review the library automation process.

**SUMMARY DISCUSSION:**

At your Board's January 5, 2016 meeting you were presented with a letter from the Friends of the Bishop Library requesting that the County retain the services of an expert in library automation to review the status of the automation process within the Inyo County library and suggest an action plan for timely implementation. At that time your Board directed staff to develop and issue a request for proposal in order to determine the feasibility of securing consultant services. Staff noted that the cost of securing the services was unknown and that there was a possibility that no consultant would respond.

An RFP was developed by the County in conjunction with the Friends of the Library and distributed to several consultants in the field. As a result of that solicitation the County received two responses. Both responders have the credentials necessary to assist the County in this project.

Proposals were received from a) Third Chapter Partners, Dublin Ohio and from Rob McGee a principal with RMG consultants, Wilmington North Carolina. The Third Chapter Partners was priced at approximately \$10,000 while Mr. McGee's proposal carried a cost of approximately \$18,000.

Both proposals were reviewed by Rick Benson and separately by members of the Friends of the Bishop Library executive team. Both the Assistant CAO and Friends concluded that if the County were to engage a consultant, Mr. McGee's proposal appears to best serve our needs, despite the additional cost. The Library Director also reviewed the proposals and indicated that the proposal submitted by Third Chapter Partners appeared to be more focused and direct.

As your Board is fully aware, \$18,000 represents a major expenditure. That level of funding could easily provide the library with a temporary librarian cataloger working nearly full-time for six months. The Library Director has indicated that the hiring of a temporary staff person would result in making significant progress in both the rate of conversion of the Bishop Branch, enabling circulation to be implemented there much sooner, and in other branches. At this staffing level, both in-house and vendor conversion could occur simultaneously. A skilled cataloger can convert 60 uncomplicated items per day, which is a rate of 1,200 items per month. (More difficult items will require more time.)

According to a report submitted by the Library Director, "With a portion of the Bishop items converted in-house and a portion sent out, the time frame might be about 6 months for completion of the Bishop collection, depending on training needed for the temporary cataloger(s), and which would leave about \$3700 at Marcive for record conversion in the other branches (about 5,600 records). This could convert the remainder of the Lone Pine Branch (3,565 records left) and part of the Big Pine Branch (3,864 records left)."

In summary, the Library Director believes that directing funds toward the Library instead of a consultant will result in being able to implement circulation functions in the Bishop Branch Library in a much shorter time frame, 6 months instead of 14 months, and will also allow for the completion of conversion of another branch library.

On the other hand, your Board may want to consider that by engaging a consultant the County could find that there are additional options and/or processes which could ultimately bring the automation process to a successful conclusion in a more cost-effective manner.

The Friends of the Library have expressed a commitment to provide significant resources towards the automation project. However, the Friends have not committed to hiring a consultant. Similarly, no funds have been appropriated for this project by your Board.

Attached are the two proposals submitted in response to the RFP. Also attached is a letter from the Friends of the Bishop Library expressing their recommendation as to their preference for a consultant. You will also find a report from the Library Director regarding progress made to date.

**ALTERNATIVES:**

Your Board could choose to engage a consultant; however, this would require an additional appropriation. Your Board could direct staff to inquire as to if the Friends of the Library would provide or share in the funding.

Your Board could find that given the significant cost the County could be best served by continuing on the current automation path.

**FINANCING:**

The recommended consultant would come at a cost of approximately \$18,000. No funding source has been identified at this time although approximately \$7,000 could be made available within the current Library budget.

**APPROVALS**

COUNTY COUNSEL:  <i>N/A</i>	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:  <i>N/A</i>	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:  <i>N/A</i>	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)

*Richard J. Brown*

Date: *4/20/16*

**FRIENDS OF THE BISHOP LIBRARY**

**P.O. Box 244**

**Bishop, CA 93515**

March 30, 2016

To: Rick Benson  
Assistant County Administrator, Inyo County  
P.O. Box N  
Independence, CA 93526

We the president and treasurer of The Friends of the Bishop Library want to thank you and the Inyo County Board of Supervisors for this important step in issuing an RFP for a consultant to assist in the review of the current status of library automation and suggest an action plan for timely implementation.

We have reviewed the two RFP's received by the county and after reviewing both proposal's, we believe that Rob McGee's Proposal offers the County the best opportunity to move forward with the library automation project. Rob has graduate degrees in both library and computer science, and has extensive experience with library automation projects nationally and in California. In reviewing Rob's proposal, it is obvious he spent a considerable amount of time reviewing the RFP and developing a thoughtful response to it.

Rob's proposal, if accepted, will result in a thorough review of the current status of library automation and give a detailed step by step plan needed to complete the library automation project that the Friends Of The Bishop Library have called for. In particular, we appreciate his plan to involve the County IT Department in the project, to appoint a project administrator, and to constitute a team to accomplish the desired implementation.

If you have any questions, please feel free to contact us and would you please inform us when the RFP's will be reviewed by the County Board of Supervisors.

Sincerely,



Rick Delmas, President

redelmas@hotmail.com

Edith Warkentine, Treasurer

ediewark@gmail.com

## Report from Library Director regarding Automation Progress

Inyo County Free Library (ICFL) is in the final phases of a multi-year project to implement an integrated library system. ICFL utilizes Polaris, an integrated library system (ILS) that has different components, including a database, patron access catalog (PAC), and circulation.

- The PAC has been completely accessible since 2007, enabling patrons to view holdings of ICFL no matter where they are located in the county. The web address is [www.inyocounty.us/library](http://www.inyocounty.us/library)
- The database consists of MARC records – a standardized record format that is used worldwide. ICFL's MARC records have been customized to meet the requirements of Polaris, so that patrons are able to know the library location of an item, its call number, and in some cases, its shelf location. There are many technical aspects of adjusting a MARC record so that it can be utilized by an ILS, and this has been completed. Approximately 76% of ICFL's records have been converted to a MARC format and are visible in the PAC (75,855 items). All items added to the ICFL's collection have been cataloged in MARC format since 2008, and the card catalog has been frozen since December 2011. ICFL utilizes recognized methodologies for conversion of records – vendor conversion and “book-in-hand” conversion by trained catalogers.
- ICFL is prepared to implement the circulation component when the conversion of library records is near completion. Patron barcodes are already purchased, and new library cards are being ordered. There will be a “soft launch” of the patron barcodes when e-book services are implemented later this spring.
- ICFL follows industry standards for best practices for library automation. The attached chart is drawn from the North Carolina State Library's standards.

Due to the loss of outside funding, ICFL has reoriented its efforts to converting the circulating collection at the Bishop Branch Library using Marcive, Inc., a vendor that ICFL has utilized for many years to convert shelvest cards and for the initial download in 2006. Funds are on deposit with Marcive for retrospective conversion. The Bishop Branch has been chosen for two reasons – it has the largest circulation, and the technical services librarian is there most of the time to assist with problem resolution. Batches of 1,000 – 1,200 prepared shelvest cards are shipped to Marcive, with a turnaround time of two months per 1,000 cards (some of which will include multiple copies in different branches). Extensive staff time is needed to prepare the cards, although the shelvest was prepared to the end of adult nonfiction by staff hired with outside funding. As of today, Bishop Branch items remaining to be converted number 7,020, resulting in an estimated timeline for conversion of 14 months using Marcive alone. (Difficult items are handled in-house, and may shorten the timeline by a few weeks). At the end of converting the Bishop circulating collection, only about \$1,400 will be available at Marcive, which would convert an estimated 2,150 records in the other library branches (an estimated 15,620 records need to be converted in Lone Pine, Big Pine, Central and Furnace Creek today).

If \$18,000 in funding were directed toward the Library instead of a consultant, significant progress could be made in both the rate of conversion of the Bishop Branch, enabling circulation to be implemented there much sooner, and in other branches. This would be accomplished by hiring temporary librarian catalogers(s) so that both in-house and vendor conversion could occur simultaneously. A skilled cataloger can convert 60 uncomplicated items per day, which is a rate of 1,200 items per month. (More difficult items will require more time.) With a portion of the Bishop items converted in-house and a portion sent to Marcive, the time frame might be about 6 months for completion of the Bishop collection, depending on training needed for the temporary cataloger(s), and which would leave about \$3700 at Marcive for record conversion in the other branches (about 5,600 records). This could convert the remainder of the Lone Pine Branch (3,565 records left) and part of the Big Pine Branch (3,864 records left).

In summary, directing funds toward the Library instead of a consultant will result in being able to implement circulation functions in the Bishop Branch Library in a much shorter time frame, 6 months instead of 14 months, and will also allow for the completion of conversion of another branch library.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 21

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

**FROM:** Recycling and Waste Management

**FOR THE BOARD MEETING OF:** April 26, 2016

**SUBJECT:** Authorize Personnel to fill a vacant Equipment Operator I position.

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) The availability of funding for the requested position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and
- 2) Authorize the open recruitment of one Equipment Operator I, at Range 58 (\$3,310 - \$4,027).

**SUMMARY DISCUSSION:**

The FY 2015-2016 Manpower Report (approved by your Board as part of the FY 2015-2016 County Budget) identifies the landfill Equipment Operator positions (Range 58) as being assigned to the County's Recycling and Waste Management Program to provide necessary operation of heavy equipment for the sanitary care of the landfills. This position is critical to the operation of the County landfills. The Equipment Operators compact high volumes of waste for the sanitary burial of trash, operate wood and green waste chipping equipment to assist Inyo County in meeting diversion goals, bury dead animals in a timely fashion to meet health standards, haul cover dirt from the borrow area to the landfill face to meet cover standards, provide maintenance of equipment and vehicles, assist the public with guidance on where to unload waste, and haul roll off bins from landfills and transfer stations throughout Owens Valley.

The Lone Pine and Independence Landfill Equipment Operator I position recently became vacant when the Equipment Operator took a lateral position with the Inyo County Road Department.

**ALTERNATIVES:**

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When an Equipment Operator I position is vacant then the current equipment operators will need to work overtime to cover for the vacant position.

**OTHER AGENCY INVOLVEMENT:** Personnel

**FINANCING:** Funding for this position is included in the FY 20015-2016 Solid Waste Budget.

<b>APPROVALS</b>	
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: <i>eyes</i> Date <i>4/20/2016</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <i>K. Reade for Sue Dishion</i> Approved: <i>✓</i> Date <i>4/20/16</i>

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

Date: *04-20-2016*



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

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: April 26, 2016**

**SUBJECT: LADWP Annual Operations Plan**

**DEPARTMENTAL RECOMMENDATION:**

The Water Department requests your Board review and possibly provide direction concerning the LADWP Proposed Annual Operations Plan.

**SUMMARY DISCUSSION:**

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20th of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1st. ... The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

As of the time of the preparation of this agenda request, we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board, Water Commission, and public when we receive it. We have received LADWP's April 1 runoff forecast (attached), which forecasts 71% of normal Owens Valley runoff from April, 2016 through March, 2017.

**FINANCING:**

N/A

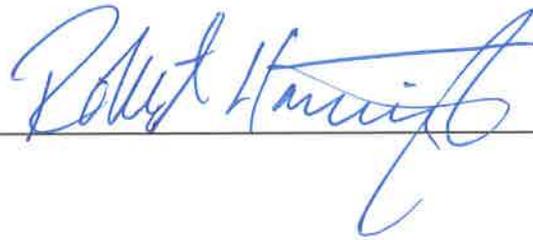
**OTHER AGENCY INVOLVEMENT:**

LADWP

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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: 4/13/2016

**2016 EASTERN SIERRA  
RUNOFF FORECAST  
April 1, 2016**

**APRIL THROUGH SEPTEMBER RUNOFF**

	<b>MOST PROBABLE VALUE</b>		<b>REASONABLE MAXIMUM</b>	<b>REASONABLE MINIMUM</b>	<b>LONG-TERM MEAN (1961 - 2010)</b>
	<u>(Acre-feet)</u>	<u>(% of Avg.)</u>	<u>(% of Avg.)</u>	<u>(% of Avg.)</u>	<u>(Acre-feet)</u>
<b>MONO BASIN:</b>	<b>73,000</b>	<b>71%</b>	<b>83%</b>	<b>58%</b>	<b>103,522</b>
<b>OWENS RIVER BASIN:</b>	<b>203,100</b>	<b>67%</b>	<b>80%</b>	<b>54%</b>	<b>303,903</b>

**APRIL THROUGH MARCH RUNOFF**

	<b>MOST PROBABLE VALUE</b>		<b>REASONABLE MAXIMUM</b>	<b>REASONABLE MINIMUM</b>	<b>LONG-TERM MEAN (1961 - 2010)</b>
	<u>(Acre-feet)</u>	<u>(% of Avg.)</u>	<u>(% of Avg.)</u>	<u>(% of Avg.)</u>	<u>(Acre-feet)</u>
<b>MONO BASIN:</b>	<b>90,100</b>	<b>74%</b>	<b>87%</b>	<b>60%</b>	<b>122,333</b>
<b>OWENS RIVER BASIN:</b>	<b>293,800</b>	<b>71%</b>	<b>84%</b>	<b>59%</b>	<b>412,284</b>

NOTE - Owens River Basin includes Long, Round and Owens Valleys (not incl Laws Area)

**MOST PROBABLE** - That runoff which is expected if median precipitation occurs after the forecast date.

**REASONABLE MAXIMUM** - That runoff which is expected to occur if precipitation subsequent to the forecast is equal to the amount which is exceeded on the average once in 10 years.

**REASONABLE MINIMUM** - That runoff which is expected to occur if precipitation subsequent to the forecast is equal to the amount which is exceeded on the average 9 out of 10 years.