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.

June 21, 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).* Melissa M. Neylon and Shawn P. Neylon v. County of Inyo, Inyo County Sheriff's Office, Bill Lutze, Douglas Richards, and DOES 1 to 50, United States District Court Eastern District of California Case No. 1:16-CV-00712-AWI-JLT

3. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION*** *(Paragraph [1] of subdivision [d] of Government Code Section 54956.9).* Patrick McLernon v. County of Inyo, William Kanayan as an individual, and dba William Kanayan Construction, and Does 1 to 25, inclusive; Inyo County Superior Court Case No. SICVCV 1558147

4. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION*** *(Paragraph [1] of subdivision [d] of Government Code Section 54956.9).* Tanya Solesbee v. County of Inyo, et al., United States District Court Eastern District of California Case No. 1:13-CV-01548 AWIJLT

5. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION*** *(Paragraph [1] of subdivision [d] of Government Code Section 54956.9).* Prominent Systems, Inc., a California Corporation, v. Eastern Sierra Engineering, P.C., a Nevada Corporation; County of Inyo, a political subdivision of the State of California, Superior Court of the State of California for the County of Kern Case No. S-1500-CV-279959-DRL

6. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.*** *Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (one case)*

7. ***CONFERENCE WITH LABOR NEGOTIATORS –*** *(Government Code Section 54957.6).* Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); 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.

OPEN SESSION

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

8. ***REPORT ON CLOSED SESSION***

9. ***PUBLIC COMMENT***

10. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

11. ***INTRODUCTIONS*** – The following employee will be introduced to the Board: Darcy Ellis, Assistant Clerk to the Board of Supervisors.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. ***Coroner*** - Request your Board: A) approve Amendment #2 to the contract between the County of Inyo and William D. Stinnett, for the provision of Personal Services, extending the contract term to December 31, 2016 and increasing the contract amount by $7,200 for total contract amount not to exceed $65,906; and B) Approve Amendment #2 to the contract between the County of Inyo and Jeffrey E. Mullenhour, for the provision of Personal Services, extending the term to December 31, 2016, and increasing the contract amount by $7,200 for a total contract amount not to exceed $65,906, contingent upon the adoption of future County budgets, and authorize the Chairperson to sign.

13. ***Recycling and Waste Management*** – Request board approve the contract between the County of Inyo and TEAM Engineering for the provision of landfill monitoring and reporting services in an amount not to exceed $533,628 for the period of July 1, 2016 through June 30, 2019, contingent upon Board adoption of future budgets and appropriate signatures being obtained, and authorize the Chairperson to sign.

DISTRICT ATTORNEY

14. Request Board authorize Step E for the newly hired Assistant to the District Attorney - 70 Step E ($5,341).

HEALTH AND HUMAN SERVICES

15. ***Workforce Investment Act*** – Request Board approve the Memorandum of Understanding (MOU) between Kern, Inyo and Mono Counties outlining the provision of services under the federal Workforce Investment Act of 1998, for the period of July 1, 2016 through June 30, 2019, and authorize the Health and Human Services Director to sign and transmit a copy of the signed documents to the Clerk of the Board for the Boards files.

PROBATION

16. Request Board approve Amendment #1 to the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. for the provision of urine sample collection devices and laboratory services, extending the term of the contract to June 30, 2017, contingent upon the adoption of future budgets and authorize the Chairperson to sign.

PUBLIC WORKS

17. Request Board approve Amendment #3 to the contract between the County of Inyo and Amerigas of Bishop, California, extending the term of the contract to September 30, 2016 and increasing the contract amount by $3,547 for a total contract amount not to exceed $610,545, contingent upon adoption of future County budgets and appropriate signatures being obtained, and authorize the Chairperson to sign.

PUBLIC WORKS (continued)

18. Request Board approve Amendment #5 to the contract between the County of Inyo and Preferred Septic and Disposal, Inc. for the provision of independent contractor services, extending the contract to September 30, 2016 and increasing the contract amount by $9,068.61 for a total contract amount not to exceed $138,587.55, contingent upon adoption of future County budgets and appropriate signatures being obtained, and authorize the Chairperson to sign.

19. Request Board: A) declare Gallina LLP CPAs as a sole source provider of auditing services; and, B) approve Amendment #1 to the contract between the County of Inyo and Gallina LLP CPAs, extending the term of the contract to June 30, 2018 and increasing the contract amount by $12,400 for a total contract amount not to exceed $18,600, contingent upon adoption of future budgets and appropriate signatures being obtained, and authorize the Chairperson to sign.

20. Request Board approve a contract between the County of Inyo and Quincey Engineering, Inc. for the provision of on-call Architectural and Engineering Consulting services for the term of June 21, 2016 through June 20, 2019, in an amount not to exceed $77,500, contingent upon adoption of future County budgets and appropriate signatures being obtained, and authorize the Chairperson to sign.

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

21. ***BOARD OF SUPERVISORS – Matt Kingsley – Alabama Hills*** – Request your Board consider correspondence requesting the Senate Energy and Natural Resources Committee schedule a hearing for H.R. 496 designating the Alabama Hills a National Scenic Area.

22. ***COUNTY ADMINISTRATOR – Emergency Services –*** Request Board continue the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July 2013, as recommended by the County Administrator.

23. ***COUNTY ADMINISTRATOR – Emergency Services –*** Request Board continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of the extreme drought conditions that exist in the County, as recommended by the County Administrator.

24. ***COUNTY ADMINISTRATOR – Emergency Services –*** Request Board continue the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015, as recommended by the County Administrator.

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

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

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

25. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

26. **DEPARTMENT OF ALCOHOLIC BEVERAGES –** Application for Alcoholic Beverage License - Steak and Beer, Tecopa, California.

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jason Molinar, Inyo County Coroner / Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Approval of Amendments between the County of Inyo and William D. Stinnett and Jeffrey E. Mullenhour for Personal Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendments to contracts between the County of Inyo and the following, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

a) Approve Amendment #2 to the contract with William D. Stinnett, for Personal Services, amending the contract by extending the term to December 31, 2016, and increasing the contract amount by $7,200 for total contract amount not to exceed $65,906;

b) Approve Amendment #2 to the contract with Jeffrey E. Mullenhour, for Personal Services, amending the contract by extending the term to December 31, 2016, and increasing the contract amount by $7,200 for a total contract amount not to exceed $65,906.

SUMMARY DISCUSSION:

These two amendments are being brought before your Board to extend the dates through December 31, 2016, in order to provide for funding in the budget before your Board considers increasing the monthly amounts payable to these Officers during the Fiscal Year 2016-2017 Budget Hearings. The Coroner, Jason Molinar, has requested an increase to the Officers Contracts, as they have not seen an increase in the last three years. It would be unfair to recommend an increase before your Board is fully informed on the full Budget for the next fiscal year.

The cost increases in the amendments are due to the additional 6 months that the County will be adding to the term of the contracts and the cost will be included in the Coroners budget. The costs have not been increased from what the Officers are currently receiving.

It is the intent of these offices to bring back full contracts with the appropriate monthly amounts by October.

ALTERNATIVES:

Your Board could disapprove the contract amendments, but this action is not recommended because these services are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding will be budgeted in the Coroners Budget (023500) for Fiscal Year 2016-2017.

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: yes Date 06/09/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 6/14/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 6/14/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 06-14-16
(The Original plus 20 copies of this document are required)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 06/15/16
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jeffrey E. Mullenhour (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 18, 2012, on County of Inyo Standard Contract No. 201 for the term from January 1, 2013 to June 30, 2016 (Extended in length with Amendment #1).

WHEREAS, County and Officer do desire to 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 Officer hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. Request to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. 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 Officer 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 Officer without the prior approval of the County.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed $65,906 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

_____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

JEFFREY E. MULLENHOUR
Type or Print

Dated: 5/16/16

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:

Marlena Baker
_____
County Risk Manager
by

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and William D. Stinnett (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 18, 2012, on County of Inyo Standard Contract No. 201 for the term from January 1, 2013 to June 30, 2016 (Extended in length with Amendment #1).

WHEREAS, County and Officer do desire to 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 Officer hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. Request to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. 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 Officer 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 Officer without the prior approval of the County.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed $65,906 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: William Stinnett
Signature

William Stinnett
Type or Print

Dated: 05/16/2016

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:

Madera Baker
_____
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Recommendation for Award of a three year Contract for Landfill Monitoring & Reporting Services to TEAM Engineering & Management, Inc. in the not to exceed amount of $533,628.

DEPARTMENTAL RECOMMENDATION: Request that your Board award and approve the contract for Landfill Monitoring and Reporting Services to TEAM Engineering and authorize Chairman to sign.

SUMMARY DISCUSSION: Monitoring and reporting of landfill gas and groundwater is an essential function in the operation of a landfill. At the present time the County does not have the expertise or staff to adequately perform these functions and relies on outside contractors to do this important work. The current agreement for services is with Geologic Services based in Sacramento. They, subsequently, subcontract with TEAM Engineering located in Bishop. The current agreement with Geologic expires on June 30.

On April 15, 2016 the department issued a Request for Proposal (RFP) in order to solicit proposals to provide landfill monitoring and reporting services to the County. Responses were submitted by BSK Associates, Bakersfield; Moore Twining Associates, Fresno and; TEAM Engineering in Bishop.

The proposals were evaluated based on the following criteria:

1. Scope of Work
2. Price
3. Experience
4. Ability to enter into Inyo County standard contract

It is important to note that while price is an important factor; understanding the needs of the County and experience are also essential considerations. After reviewing the proposals, TEAM Engineering received the highest overall score. The synopsis of scoring is attached as Exhibit 'A'. Therefore, it is the recommendation that a contract be awarded to TEAM Engineering. The company had the most comprehensive scope of work and the greatest amount of related experience having already provided those services to the County for the past several years.

The not to exceed figure included in the three proposals are as follows:

BSK Associates - $163,920
Moore Twining - $108,879
TEAM Engineering - $172,022

Per County policy a local vendor preference was applied to the proposal submitted by TEAM. Even after the local vendor preference was applied to the proposal submitted by TEAM, the proposal submitted by Moore Twining Associates carried the lowest price. The current contract for this work is valued at approximately $203,000.

The recommendation to your Board is based upon the dollar amount submitted in the proposal by each of the respective firms. However, while preparing the contract, discussions were held with TEAM. After careful review the contract presented for your Board's consideration today includes a not to exceed figure of $157,876 which is 8.2% below the amount included in the vendor's proposal.

It is the recommendation of staff to award the contract to TEAM Engineering and to authorize the Chairman to sign.

ALTERNATIVES: 1. Your Board could choose to not award a contract, however, this would have a direct impact on the department's ability to operate County landfills. 2. Your Board could review the submitted proposals and choose to award the contract to another vendor.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, Risk Management

FINANCING: These services will be paid out of the current Integrated Waste Management Budget 045700, Object Code 5265 Professional Services contingent upon adoption of future County budgets.

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: yes Date 06/15/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 6/16/2016
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: Richard J. Bean Date: 6/16/16
(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 TEAM ENGINEERING
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Landfill Monitoring and Reporting services of TEAM Engineering and Management, Inc. of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 Contractor to perform under this Agreement will be made by Richard Benson, whose title is: Assistant County Administrator. Requests to the Contractor 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. INTIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2016 to June 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

a. From July 1, 2019 through June 30, 2020

b. From July 1, 2020 through June 30, 2021

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $ 533,628 (initial term) $ 188,709 (option 1) $194,370 (option 2) for a total of $ 916,707 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. 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.

22. FUNDING LIMITATION.

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

23. 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.

24. NOTICE.

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

County of Inyo	
Recycling & Waste Management	Department
163 May St	Street
Bishop, CA 93514	City and State

Contractor:	
TEAM Engineering & Managment	Name
PO Box 1265	Street
Bishop, CA 93514	City and State

25. 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 TEAM ENGINEERING

FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Naomi Garcia
Signature

Naomi Garcia
Print or Type Name

Dated: 6/15/2016

APPROVED AS TO FORM AND LEGALITY:

County Counsel

_____

APPROVED AS TO ACCOUNTING FORM:

_____

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A

_____

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND
TEAM ENGINEERING AND MANAGEMENT, INC.

FOR THE PROVISION OF Landfill Monitoring and Reporting Services

TERM:
FROM: 7/1/16 TO: 6/30/19
SCOPE OF WORK:

The following Scope of Work is as requested in Inyo County's Request for Proposals dated April 2016. Services are split into six primary tasks categories, and listed below and as detailed in the following section:

1. Groundwater Sampling Activities, Six Inyo Landfill Sites
2. Groundwater Report Preparation, Six Inyo Landfill Sites
3. Landfill Gas Perimeter Monitoring, Five Active Inyo Landfills
4. Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill
5. Landfarm Sampling and Compliance Monitoring, Bishop-Sunland Landfill
6. Coordination and Project Management

TASK 1: GROUNDWATER SAMPLING ACTIVITIES

Groundwater sampling activities, as dictated by Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board – Lahontan Region (RWQCB), will be continued on a quarterly or semi-annual basis, according to the current Monitoring and Reporting Program (MRP) for each of the Inyo County Landfills: Bishop-Sunland, Independence, Lone Pine, Keeler, Shoshone, and Tecopa.

The groundwater sampling effort for each site is unique to that site due to variations in the specific requirements of the WDR/MRP, the depth to groundwater, the well construction, and the history of contaminants and trends identified in each well. The specific requirements of each site are outlined in their respective WDR/MRPs, and TEAM has streamlined the monitoring activities to achieve maximum efficiency while collecting representative, defensible samples. The following proposed activities apply to each of the Inyo Landfills:

- Prior to sampling at each well, the static depth-to-water measurement is collected. A Solinst sounder will be used to measure groundwater levels to the nearest 0.01 feet. This instrument uses an indicator probe attached by an insulated wire line to an electric sound emitting device. When the probe contacts water, an electric circuit is completed, and the Solinst emits an audible tone. The static water-level and well depth measurements are recorded on the well sampling data forms.
- Based on well construction details and the static water-level collected, the volume of water in the well casing is calculated and recorded on field data sheets. In addition, well screen intervals and current well column are considered in placement of the intake of the submersible pump. Various submersible pumps are used by TEAM, based on the depth to water and specific sampling limitations of each site, such as the individual well recharge rates.
- Each well will be purged immediately before sample collection to remove stagnant and stratified water within the well bore, to ensure that water representative of the surrounding

groundwater is sampled. Non-disposable purging equipment is decontaminated using water, a concentrated anionic powdered detergent, and a clean water rinse between sampling locations. Purging will be conducted using a submersible pump with a variable speed drive, based on methods described in the Environmental Protection Agency guidance document, *Representative Sampling of Groundwater for Hazardous Substances* (EPA, 2008).

Appropriate sampling methods will be applied based on the professional judgment of the field technician and conditions encountered at individual wells. The purge-to stabilization method is anticipated to be the primary method of purging based on our experience on the Inyo Landfills and other landfill monitoring sites.

- Aquifer characteristics and required field parameters will be monitored during well purging, as required by low-flow EPA methods as well as the specific MRP of each Inyo Landfill. TEAM uses current technology, including continuous monitoring using a flowthrough cell and a Horiba U52 multi-parameter meter, to ensure the highest quality field data is collected. Equipment is inspected and calibrated prior to sampling.
- Measurements of temperature, pH, dissolved oxygen, oxidation-reduction potential (ORP) turbidity and conductivity will be recorded for each discharge volume. The gallons purged and current water level will be also recorded with each measurement of field parameters.
Purging is stopped once the field water quality parameters stabilized to plus or minus 10 percent or a minimum of three casing volumes are removed (if stabilization is not reached).
Final measurements are recorded on the well sampling form with the final volume purged.
- Groundwater samples will be collected using a submersible pump on low-flow setting, directly into appropriate sample bottles supplied by the analytical laboratory. Sample bottles will be placed in a cooler with blue ice immediately after sampling, and delivered to the analytical laboratory for chemical analysis under standard Chain-of-Custody protocols.
- All field data and observations, as well as specific sample collection details, will be recorded on field data forms. The original field forms are then scanned and included with groundwater monitoring reports submitted to the RWQCB.

TEAM has established a schedule of groundwater monitoring activities that coincide with the report deadlines specified in each MRP, and also combine other required on-site activities (such as quarterly landfill gas monitoring as described in Task 3) with the groundwater collection efforts when possible, to maximize efficiency and minimize travel costs to remote sites. A proposed schedule of task completion is provided in Attachment A, and the specific subtasks anticipated for each Inyo Landfill site are described below.

Task 1.0 Groundwater Monitoring Activities (All Sites)
On-site monitoring and sampling services will be conducted by TEAM, with groundwater analyses conducted by a California State Certified Analytical Laboratory. For the contract period of July 1, 2016 through June 30, 2017, groundwater-monitoring services will include the following sampling events, broken down by site. The budgeted cost for these tasks includes an estimate of laboratory analytical costs as required by the WDRs, as well as applicable field equipment and labor costs. The estimated cost assumes that purged groundwater will continue to

be disposed of on-site, laboratory fees do not increase significantly, and reasonable well access and sampling conditions are maintained at the landfill sites.

Task 1.1 Bishop-Sunland Landfill
Four quarters of sampling: Semi-annual sampling (1st and 3rd Quarters) of eleven (11) site monitoring wells and three (3) supply wells with monitoring for groundwater elevations and required field parameters. Semi-annual sampling (2nd and 4th Quarters) of seven (7) site monitoring wells with monitoring of groundwater elevations from eleven (11) site wells.

Laboratory analysis of the groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. Costs assume continuation of the current monitoring program as specified in the Evaluation Monitoring Report dated January 2004, unless revised WDRs are issued by the RWQCB as recommended in the CAP Progress Report dated April 25, 2014. If Revised WDRs are issued for the site, these would supersede the current MRP for the Bishop-Sunland Landfill.

TEAM will continue to work collaboratively with the RWQCB to assure the Monitoring and Reporting Program is maintained in compliance with current regulatory mandates, while the WDRs and associated MRP are in the process of review and revision by the RWQCB. TEAM has made recommendations to the RWQCB for reduction of redundant wells and frequency of groundwater sampling, which we will continue to advocate for in the effort to achieve significant cost savings for Inyo County over the long-term.

Task 1.2 Independence Landfill
Semi-annual sampling (2nd and 4th Quarters) of four (4) on-site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed, as defined in the WDRs.

Monitoring efforts related to Independence Landfill will include consideration of the current groundwater level trends and associated sampling considerations for collection of samples from limited monitoring well water columns. If adverse conditions worsen, TEAM is prepared to support Inyo County Recycling and Waste Management with modification of the current groundwater monitoring system to ensure compliance with the WDRs. These additional efforts, such as preparation of a work plan for monitoring well replacement and solicitation of driller costs, can be provided on an as-needed basis as described in Section 4.0.

Task 1.3 Lone Pine Landfill
Semi-annual sampling (2nd and 4th Quarters) of six (6) site monitoring wells; including the two offsite evaluation monitoring wells installed in August 2010, with monitoring of groundwater elevations and required field parameters. Currently the background well (MW-1) is damaged, but the scope assumes restoration of that sampling point will be conducted by Inyo County. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Evaluation Monitoring Plan. Costs assume a shift from semi-annual to quarterly sampling is not required by the RWQCB, based on current

recommendations provided in the January 2011 Evaluation Monitoring Report and subsequent semi-annual groundwater monitoring reports prepared by TEAM.

Based on our first-hand experience and familiarity with the Lone Pine Landfill, TEAM is knowledgeable about the specific access and security issues concerning the monitoring wells. We are confident we can continue to work with Inyo County and the Los Angeles Department of Water and Power (LADWP) regarding well access, and are prepared to support Inyo County with maintenance of the upgradient well MW-1 (on an as-needed basis, as described in Section 4.0) to ensure compliance with WDRs.

Task 1.4 Keeler Landfill
Semi-annual post-closure monitoring (1st and 3rd Quarters) of five (5) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Final Closure and Post-Closure Monitoring Plan for the site.

Task 1.5 Shoshone Disposal Site
Semi-annual sampling (2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Tecopa Disposal Site.

Task 1.6 Tecopa Disposal Site
Semi-annual sampling (2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Shoshone Disposal Site.
TEAM shall provide all equipment, instruments, containers, tools, vehicles, materials, licenses and other items necessary to obtain representative groundwater samples and make required measurements. All equipment will be properly decontaminated and maintained by TEAM.

TASK 2: GROUNDWATER REPORT PREPARATION
Semi-annual and annual groundwater monitoring reports, as required by WDR/MRPs for each site, will be prepared for each of the six (6) facilities: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. These reports will be prepared and submitted based on requirements established in the MRPs for each respective site, as specified by the RWQCB staff, and in general accordance with previous reports submitted by the County.

Final Groundwater Monitoring Reports will be submitted to the County in advance of report deadlines to allow for discharger certification and timely submittal to the RWQCB. Prior to submittal to the County, all reports will be subject to TEAM's established internal quality control policies, to ensure that all work products are thoroughly reviewed and accurate. Groundwater Monitoring Reports will be certified by a Professional Engineer or Professional Geologist.

Semi-Annual Groundwater Monitoring Reports, describing activities and results from Second Quarter 2016 groundwater monitoring activities, will be submitted to the RWQCB by July 15, 2016 for two (2) sites (Independence Landfill and Keeler Landfill) and by July 31, 2016 for the Bishop-Sunland Landfill.

Semi-Annual Groundwater Monitoring Reports will be submitted to the RWQCB by January 15, 2017 for five (5) facilities: Independence Landfill, Lone Pine Landfill, Keeler Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. The Semi-Annual Groundwater Monitoring Report for the Bishop-Sunland Landfill will be submitted by January 31, 2017. The January reports will present the results of groundwater monitoring conducted during Fourth Quarter, 2016 at the six (6) landfill facilities, as well as related site data collected during July through December 2016. The Semi-Annual Groundwater Monitoring reports will contain the information required by the MRP for each site, which includes at a minimum:

- executive summary with a discussion of any violations requiring action;
- site background information;
- map or aerial photograph showing the location of all monitoring points;
- description of field purging and collection methods;
- summary of groundwater elevation data, calculated hydraulic gradient(s) and calculated groundwater velocity;
- summary of field and laboratory analytical results;
- statistical evaluation of inorganic monitoring data, according to approved EPA statistical methods, with update of Concentration Control Limits when applicable
- waste disposal volumes and remaining capacity calculations, based on Board of Equalization reports provided by ICRWM for the previous 6-month period;
- a brief summary of corrective action activities and monitoring results collected during the period (for Bishop-Sunland Landfill only);
- a summary of available septage and landfarm data collected by the County during the period (for Bishop-Sunland Landfill only);
- update on previously scheduled activities, as applicable; and
- recommendations for follow-up activities, as applicable.

The estimated cost for report preparation includes data analysis, technical illustrations, report drafting, and senior-level quality assurance review and certification. Also included are the costs for electronic data reporting to the GeoTracker database as required for all landfill programs under CCR Chapter 30, Division 3, Titles 23 and 27, to the extent practical using available monitoring point survey data.

As required in the WDRs and MRP for each site, an Annual Groundwater Monitoring Report for each of the six (6) sites will also be prepared for submittal to the RWQCB. Annual Summary Reports will include items described in the General Provisions for Monitoring and Reporting and specific requirements defined in the current WDR for each site, and will summarize information provided in detail in the semi-annual reports for each site for the previous 12-month period. To reduce reporting costs to Inyo County, semi-annual and annual reporting efforts have been combined when possible and in accordance with deadlines established by the WDRs.

The Annual Groundwater Monitoring Report for each site will be based on the specific requirements and schedule for that site as specified in current WDRs and MRPs. Accordingly, Annual summary reports for the Independence Landfill, Keeler Landfill and Bishop-Sunland

Landfill will be prepared for submittal prior to November 30, 2016, January 31, 2017, and March 1, 2017, respectively. Annual Groundwater Monitoring reports will be prepared for the Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site, for submittal to the RWQCB by June 30, 2017. For reports submitted prior to the completion of the reporting period (e.g. Independence report which is due November 30), costs include additional transmittal of waste volume data to the RWQCB prior to the deadlines of the semi-annual reports (January 15 and July 15) or as soon as the volume data is provided by Inyo County. This report schedule has been coordinated and approved by the RWQCB, resulting is considerable cost savings to Inyo County over the past six years.

Costs estimated herein include reporting of groundwater monitoring results, but do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedances and the specific requirements of the RWQCB. Additional reporting tasks which are not anticipated in the current contract, but that may become necessary in support of WDR compliance, are discussed in Section 4.0.
TEAM shall provide timely notification of any observed violations to Inyo County Recycling and Waste Management and RWQCB, as appropriate. TEAM will be available to respond to questions that may arise from Inyo County or RWQCB staff concerning results presented in draft and final groundwater monitoring reports.

TASK 3: LANDFILL GAS PERIMETER MONITORING

Landfill gas monitoring will be conducted on existing perimeter monitoring probes at each of the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. Monitoring will be conducted on a quarterly basis for the Bishop-Sunland, Independence and Lone Pine Landfills; and semi-annually for the Shoshone and Tecopa Disposal Sites. When possible, landfill gas monitoring will be conducted in conjunction with quarterly or semi-annual groundwater monitoring events to reduce travel costs. Specific monitoring events will be scheduled based on staff availability. Monitoring will be completed by field personnel located in Bishop, California. Monitoring procedures and protocols will be done in accordance with Title 27 requirements for landfill gas probes and on-site structures (ambient air).
Landfill gas perimeter monitoring will include the following activities:

- calibration of the field instrument;
- purging of two well volumes of gas from each probe;
- collection of representative reading(s) at each probe with a field gas analyzer, (Landtec GEM 2000 or equivalent) for Static Pressure, Methane, Carbon Dioxide, and/or Oxygen as required by Title 27; and
- recording field data on standardized field data sheets.

If landfill gas monitoring results show exceedances of compliance limits set in Title 27, the County and the LEA will be notified within forty-eight (48) hours.
Within forty-five (45) days following completion of each monitoring event, TEAM will prepare quarterly landfill gas monitoring reports which will summarize monitoring methodologies and monitoring data. Depending on the results of the monitoring, a general description of follow-up work that is required under Title 27 will be included within the report. Copies of the final reports will be issued to the County LEA, with an electronic copy transmitted to CalRecycle.

The budget for this task assumes monitoring and reporting for all four (4) quarters of the contract year 2016-2017 for the three (3) active Owens Valley sites: Bishop-Sunland Landfill, Independence Landfill and Lone Pine Landfill. The Shoshone Disposal Site and Tecopa Disposal Site will be monitored on a semi-annual basis, in accordance with the monitoring frequency reduction recommended by TEAM and approved by the LEA and CalRecycle in 2014. Monitoring costs assume mobilization costs can continue to be saved on a semi-annual basis by combining with groundwater sampling events. Monitoring costs also assume reasonable well access and maintenance is provided by Inyo County. The costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

TASK 4: LANDFILL GAS EXTRACTION SYSTEM MONITORING AND MAINTENANCE, BISHOPSUNLAND LANDFILL

As part of the corrective action program for the Bishop-Sunland Landfill, a landfill gas extraction system was constructed in the southwestern portion of the site in 2010 to reduce migration of landfill gases at the perimeter of the landfill, which previously had been in exceedance of Title 27 thresholds (Methane over 5% by volume). TEAM supported the County with construction of that system and the associated air permitting with the Great Basin Air Pollution Control District (APCD). Since 2010, TEAM has been conducting monthly emissions monitoring of that extraction system in accordance with APCD permit 1560-01-10.

In December 2015, two additional landfill gas extraction wells were constructed at the Bishop-Sunland Landfill, in accordance with the approved Corrective Action Plan designed to control and reduce the source of volatile organic compounds impacting groundwater. TEAM has been working closely with the design engineers, construction contractors, and County staff to operate the new extraction wells in a safe and effective manner, and to optimize the extraction wells and finalize an O&M manual for the systems. TEAM's direct experience with the landfill gas extraction systems on this site, coupled with our involvement in the groundwater monitoring and reporting tasks, make us well-suited to continue landfill gas monitoring activities at the Bishop-Sunland Landfill with maximum continuity and efficiency.

The proposed scope of work under this task assumes TEAM continuing in the role we have been serving with respect to the operations and permit compliance monitoring of the landfill gas systems. Efforts under this task are anticipated to include finalization of the APCD permits for the two new extraction wells (ATC/TPO 1691-00-15 and 1692-00-15), and continuation of emissions monitoring similar to and inclusive of protocol refined for the 2010 extraction system. Efforts under this task are anticipated to include the following subtasks:

- Monthly system checks of the 2010 landfill gas extraction system and the new EW-1 and EW-2 extraction systems, to assure proper and safe operation.
- Monitoring of the three systems with a portable hydrocarbon leak detector capable of meeting the performance specifications of EPA's Source Test Reference Method 21.

TEAM proposes to use a photoionization detector (PID), calibrated to hexane, to fulfill this requirement. Hydrocarbon concentration, measured as non-methane organic compounds (NMOCs) as hexane, will be measured at the inlet and outlet of each extraction system monthly using standard sample collection procedures and the PID.

- TEAM will conduct leak monitoring of above-ground components of the three extraction systems, according to the permit conditions. TEAM will also be responsible for maintaining a log-book of monitoring and operational data, which is to be kept on-site or made readily available upon APCD request. If any permit conditions are observed or suspected to be exceeded, TEAM will notify County staff and/or appropriate agencies within 48 hours so appropriate action can be taken.
- As part of the monthly emissions monitoring, TEAM will also measure system flowrates, vacuums and pressures, and advise the County about any abnormal operating conditions. TEAM will assist County staff in identifying necessary maintenance measures and conduct routine, preventative maintenance. Costs for this task assume any substantial repair activities will continue to be conducted by County staff.
- Monthly extraction system checks will also include monitoring of the extracted gas content, to track corrective action effectiveness and correlate compounds in the landfill gas to groundwater contaminants. Methane, Carbon Dioxide, Oxygen, and balance gases will be monitored in the field using a Landtec GEM 2000 or equivalent. The GEM unit will also be used on the two new extraction systems to calculate flow and BTU of the individual systems, using the installed Accuflo 2V wellhead fittings.
- Efficacy monitoring of the corrective action measures will be supported by the collection of periodic samples of extracted landfill gases for laboratory analysis. Costs for this task assume semi-annual air sample collection of the combined influent for the 2010 system, and at each wellhead for EW-1 and EW-2. Laboratory analyticals are anticipated to include VOCs by EPA Method TO-15, fixed gases, and/or NMOCs by EPA Method 25C.
- Reporting to the RWQCB related to the corrective action measures will be included with regularly scheduled semi-annual groundwater monitoring reports for the Bishop-Sunland Landfill to the extent possible, for maximum cost-effectiveness to Inyo County.

A technical report, evaluating the effectiveness of the landfill gas extraction efforts as a corrective action to remediate VOCs in groundwater, is not anticipated to be prepared during the period of July 1, 2016 through June 30, 2017, as it had been recommended to the RWQCB that two years of monitoring data be incorporated and a report prepared by December 31, 2017. Costs for this technical evaluation are not included herein, as it is unclear whether the County will request that as part of the monitoring contract or in the as-needed landfill engineering support services.

Cost estimates for this task do not include the cost of the carbon filter material, filter change-out services, or spent carbon disposal costs, as these costs are not anticipated to be incurred during the twelve-month period of July 2016 through June 2017, according to design carbon loading calculations. TEAM will advise County staff when conditions require filter change-out or other maintenance activities, and can work with County staff to identify the most cost-effective way to resolve any significant repair or maintenance costs that may be necessary. Inyo County will also be responsible for the APCD permit fees and compliance with the conditions of the permits.

Of the tasks proposed as part of the Scope of Work presented herein, the landfill gas extraction system efforts have the highest chance of variability as dictated by site conditions. If necessary to provide additional expertise or optimization guidance, TEAM is prepared to work with ES Engineering (engineering design firm of the current corrective action system) or other

subcontractors with landfill gas expertise, as needed to complete this task appropriately for Inyo County. If additional technical support is required to support TEAM's on-site monitoring activities under this task, these costs could be covered under the Additional Task budget discussed in Section 4.0, or under Inyo County's contract for Landfill Engineering and Environmental Consultant Services (based on the RFQ dated April 15, 2016). Potential services that may require additional landfill gas technical expertise include: maintenance and permitting support, O&M support, well field adjustment and optimization guidance, review and evaluation of monitoring data, and assistance with health and safety or regulatory compliance issues that may arise with respect to the gas extraction systems.

TASK 5: LANDFARM SAMPLING AND COMPLIANCE MONITORING, BISHOP-SUNLAND LANDFILL

The Bishop-Sunland Contaminated Soil Landfarm is part of the Bishop-Sunland Landfill facility. The Landfarm has been monitored by County staff in accordance with a Sampling and Analysis Plan (SAP) dated January 1998; provisions for the sampling and analysis, as well as threshold concentration criteria, are also included in the Bishop-Sunland WDRs and MRP. In a Notice of Violation letter dated April 1, 2015, the RWQCB indicated that the sampling procedures and data provided are insufficient to meet the requirements in the WDRs, and requested a revised SAP for the Landfarm. TEAM has supported Inyo County in the recent efforts to revise the SAP and resolve violations with respect to the Landfarm, including preparation of a draft revised SAP in July 2015. After incorporation of RWQCB comments on the draft SAP, as well at the input of the Inyo County Environmental Health Department and ICRWM, a final revised SAP was submitted to the RWQCB on March 1, 2016. On April 20, 2016, the RWQCB formally accepted the revised SAP for the Bishop-Sunland Landfarm.

Under the scope of this task, TEAM will assist Inyo County in maintaining compliance with the WDRs for Bishop-Sunland Landfill, through implementation of the revised Sampling and Analysis Plan for the Landfarm. Efforts under this task are anticipated to include the following:

- Collection of soil samples from the Landfarm area on a semi-annual basis (December and June). Sampling will be conducted in accordance with the WDR and the revised SAP, which includes grab sampling in four alternating locations, at depths of 6 and 12 inches.
- Samples will be sent to BC Labs or another approved California-certified lab, for the analyses required in the WDRs and SAP. Costs include an estimate of the related laboratory analytical fees from BC Labs in Bakersfield, for petroleum hydrocarbons using EPA Methods 8260 and 8015.
- Landfarm soil concentrations will be presented in the Semi-annual Groundwater Evaluation Monitoring Reports for the Bishop-Sunland Landfill (due January 31 and July31 of each year). The need for additional sampling at a depth of 2 feet, as required by WDR Section II.C.4, will be discussed in the semi-annual report and recommended if necessary to assess vertical migration of contaminants of concern. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 12 inches, samples may be required at a depth of 2 feet based on WDR Section II.C.4. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 2 feet, samples may be required at a depth of 5 feet based on WDR Section II.C.5. For cost estimation purposes, and based on our experience with the Landfarm soils and operations, TEAM anticipates up to an additional four (4) samples annually to be needed at depths of 2 feet, based on concentrations at a depth of 12 inches. Costs are not currently included for sampling at

depths of 5 feet below surface, although TEAM can provide support to Inyo County under the as-needed task if additional samples at depth are required by the LEA or RWQCB.

- Time is included to advise the County regarding recommended changes in Landfarm operations or any follow-up action(s) that may be dictated by the sampling analytical results. However, costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.
- Efforts related to the compliance with or revision of operational procedures (e.g. spreading immediately and tilling frequently), or revisions of the Landfarm Soil Acceptance procedures, is currently outside of the current scope of work. TEAM's responsibility with respect to Landfarm soil monitoring activities will be focused on the sections of the WDR and SAP pertaining to sampling and reporting of concentrations of in-place, actively treated contaminated soils. Inyo County will continue to be responsible for the proper operation of the Landfarm under permit conditions, for reviewing the adequacy of soil disposal acceptance criteria, and for management of soil disposal volumes and effective treatment procedures.

Task 6: Coordination And Project Management

Based on our experience managing the landfill monitoring and reporting programs for the Inyo and Mono Counties, we recognize that effective task coordination and project management is essential to ensure maximum level of compliance with existing regulations and evolving agency mandates. TEAM believes we have streamlined the monitoring and reporting tasks and have established a schedule of task completion which should be maintained, however we recognize the need to adjust schedules based on Inyo County Recycling and Waste Management priorities or new regulatory challenges. This task will also allow us to continue the effective, streamlined communication channels we have established with key agencies such as the RWQCB, Inyo County Environmental Health, CalRecycle (formerly the California Integrated Waste Management Board), and property owners such as BLM and LADWP.

Naomi Garcia, President of TEAM, will serve as Project Manager for this project and manage the completion of tasks under this contract, communicating closely with Inyo County Recycling and Waste Management staff. This task will include communication with key regulatory agencies, status updates to Inyo County, budget management, and general coordination of activities as described below:

- TEAM shall coordinate site access, well access, sampling schedule, sample delivery and specifications of sample analysis with Inyo County staff. It is understood that Inyo County will be responsible for site security and ensure safe access to the landfill monitoring points.
- TEAM shall coordinate the sampling schedule, chain-of-custody specifications, sampling supplies and requested laboratory analysis with analytical laboratory BC Labs of Bakersfield, CA (or other lab approved by Inyo County).
- TEAM shall coordinate the sampling protocol and sampling and reporting schedules with the RWQCB, in conjunction with Inyo County Recycling and Waste Management staff. Negotiation with RWQCB on any necessary deviations from the established sampling and reporting schedule will be conducted in conjunction with Inyo County.
- TEAM shall interface with RWQCB as needed to discuss site conditions, monitoring results, conditions of the WDRs, or action needed to correct any observed violations.

- TEAM shall provide general task and project management, and provide status updates to Inyo County Recycling and Waste Management staff or other Inyo County departments as requested.

ADDITIONAL TASKS TO BE PROVIDED ON AN AS-NEEDED BASIS

In Inyo County's RFP dated April 15, 2016, an "Additional Tasks" category has been recognized as necessary in support of the primary monitoring and reporting tasks requested in the Scope of Work, with a budget recommended by Inyo County of $20,000. Based our experience on the Inyo Landfill sites from 2009 through 2016, and the value in being able to adjust consultant scope of services to address emerging compliance issues with respect to site conditions and regulatory mandates, we concur with Inyo County's decision to include a budget for additional, as-needed tasks that may arise during the period of July 1, 2016 through June 30, 2017. In an effort to provide a cost proposal that addresses the full scope of services requested in the RFP, we have defined the additional, as-needed tasks as Task 7 and included it in the cost proposal with the task budget specified by Inyo County.

This task is intended for any additional consulting services that have not been defined within the specific scope of work for the 2016-2017 contract year. Work falling under this task would be authorized by the County on an as-needed basis. If necessary, a detailed scope of work and associated fee estimates will be developed at the time specific new work-tasks are identified. If there are no new tasks necessary or requested by ICRWM under Task 7, no labor or expense charges will be incurred resulting in a cost savings to Inyo County.

The following items have been identified by TEAM as additional tasks that may be required by the RWQCB based on provisions defined in the WDRs and groundwater monitoring results for three of the active landfills and the closed Keeler Landfill. We present this list in an effort to inform the County of the potential for any one or all of these items needing to be accomplished during the contract year, in support of the Inyo Landfill WDRs and the Scope of Work defined as Task 1 through 6 herein.

Potential tasks that may need to be authorized under Task 7 – Additional Tasks during the period of July 1, 2016 through June 30, 2017 include, but are not limited to the following:

- Bishop-Sunland Landfill: Additional efforts may be required in response to the May 29, 2014 letter from the RWQCB regarding the Bishop-Sunland Landfill permitting and corrective action efforts. Specifically, the May 29 letter specified that additional groundwater monitoring well(s) may have to be installed to represent background water quality which is un-impacted by landfill gases. Costs to address this request by RWQCB, through the preparation of a work plan, could be included in this task. Additional efforts may also be required, if requested by the RWQCB, to update the WDRs or to respond to any new Notice of Violations during the period.
- Independence Landfill: Low and intermittent levels of VOCs continue to be detected in one or more groundwater wells at the Independence Landfill. Compliance with the WDRs for Independence Landfill may require the preparation of an evaluation monitoring plan to address the low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, efforts may be required to address rapidly declining water levels which have impacted water quality and affected the functionality of the upgradient, back ground well.
- Lone Pine Landfill: Low but persistent levels of VOCs continue to be detected in one or more groundwater wells at the Lone Pine Landfill. The site is currently under and Evaluation Monitoring Program. Compliance with the WDRs for Lone Pine Landfill may require the

preparation feasibility study for remediation of low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, the background well (MW-1) has been determined to be damaged and not viable for water level measurement or sample collection.

Costs for the repair or replacement of this well are outside the scope of this contract. However, if required by RWQCB during the contract term and requested by ICRWM, TEAM prepare a work plan for a replacement well and/or work with drillers to evaluate costs of repair or replacement.

- Keeler Landfill: Efforts were initiated by TEAM in 2009 to request the RWQCB update the WDRs and MRP for the Keeler Landfill, to formally reflect the disposal site as Closed and formalize the post-closure monitoring period. TEAM and Inyo County compiled documentation to demonstrate that the facility was formally closed in a letter dated September 30, 2014, to which no response has been received. When the RWQCB moves forward on revision of the Keeler WDRs to reflect closure status and current conditions, technical documentation may be required in support of WDR revision and to negotiate long-term savings to the County over the post-closure period.
- Additional consulting services related to the landfill gas monitoring tasks (Task 3 and 4) could include verification field or lab sampling of landfill gases, notifying appropriate agencies if conditions are observed in violation of requirements, working with the County's landfill engineering consultant to share and evaluate pertinent site data, and additional assistance to Inyo County with respect to extraction system maintenance activities (e.g. carbon filter changeout) and safety/security of the extraction systems.
- It is recognized that Inyo County has released a Request for Qualifications for "Landfill Engineering and Environmental Consultant Services for Regulatory Mandated Projects" with SOQ's due by May 13, 2016. In the event that TEAM is not directly involved in that contract as a key sub-contractor, TEAM can work with Inyo County's selected consultants to facilitate sharing of data and site information pertinent to any landfill engineering tasks that may be handled under that separate contract.

The budget for Task 7, as specified by ICRWM, should be adequate to cover the efforts that may be necessary to address one or more of the issues described above, based on requests of enforcement from the RWQCB or other regulatory agencies. It should be noted that the budget is unlikely to be sufficient to complete all of the potential subtasks described. The Additional Tasks budget would also be utilized if additional efforts are requested, or mandated by regulatory agencies, above and beyond the specific subtasks anticipated to be included in Task 1 through 6 defined herein.

TEAM
ENGINEERING & MANAGEMENT, INC.
P.O. Box 1265, Bishop, California 93515-1265
760-872-1033 fax 760-872-2131

ATTACHMENT C
SCHEDULE OF FEES AND CHARGES

INYO COUNTY LANDFILL
MONITORING AND REPORTING SERVICES

Professional Fees	
Principal	$ 210.00 per hour
Project Manager	$ 175.00 per hour
Senior Engineer	$ 165.00 per hour
Senior Geologist	$ 160.00 per hour
Senior Environmental Scientist	$ 145.00 per hour
Project Scientist	$ 125.00 per hour
Staff Scientist	$ 105.00 per hour
Field Technician II	$ 95.00 per hour
Field Technician I	$ 80.00 per hour
Administrative Support	$ 75.00 per hour
Equipment Rental Charges	
Water Level Indicator	$ 35.00 per day
Groundwater Sampling Pump (<100'depth)	$ 115.00 per day
Groundwater Sampling Pump (>100'depth)	$ 175.00 per day
Dedicated Sample Tubing	$ 0.75 per foot
Air Quality Safety (CH4/CO) Meter	$ 60.00 per day
Landfill Gas Analyzer (GEM 2000)	$200/day or Cost+10%
Photoionization Detector	$ 100.00 per day
TSI Flowmeter	$ 35.00 per day
Expenses	
Vehicle Use 2WD	$ 105.00 per day
Vehicle Use 4WD	$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	$ 1.00 per mile
Per diem (for Tecopa/Shoshone only)	$150.00 per night
Necessary Job Related Expenses/Subcontractors	Cost +10%

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.

06/16

COST SUMMARY BY TASK

Inyo County Landfill Monitoring and Reporting Services - July 2016 - June 2017

Task No.	Description	Budget Amount
1	Groundwater Monitoring - All Landfill Sites	$ 53,829.00
2	Groundwater Reporting - All Landfill Sites	$ 46,717.00
3	Landfill Gas Perimeter Monitoring, per Title 27	$ 19,614.00
4	Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill	$ 22,946.00
5	Landfarm Soil Sampling and Reporting, Bishop-Sunland Landfill	$ 10,390.00
6	Coordination and Project Management	$ 4,380.00
	Subtotal Tasks 1-6	**$ 157,876.00**
7	Additional Tasks, As-Needed (Budget as Specified by ICRWM)	$ 20,000.00
	Total Budget Required	**$ 177,876.00**

ATTACHMENT C

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)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the 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 Entity**.

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

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 Dat***e 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 Entity 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 Entity 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 Entity 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

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

For Clerk's Use Only:
AGENDA NUMBER
14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

xx Consent Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Request Authorization to increase Level of Salary for newly hired Administrative Assistant to the District Attorney 70 Step E ($5,341.00).

DEPARTMENTAL RECOMMENDATION:
Request Board authorize Step E for newly hired Assistant to the District Attorney 70 Step E ($5,341.00).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Your Board approved the hiring of the Administrative Assistant to the District Attorney April 12, 2016, at a Range E. The Inyo County District Attorney's Office hired Maureen McVicker, an experienced and qualified Inyo County Superior Court Clerk effective June 16, 2016. Ms. McVicker has worked for seven years as a court clerk, has worked as the Executive Assistant to the Chief of Staff of a major corporation before moving to Inyo County, and has over ten years of experience as a legal secretary.

Due to her exceptional qualifications, and pursuant to Section 5.5 of the Personnel Rules and Regulations of Inyo County, the District Attorney's Office is requesting the E Step for this position.

ALTERNATIVES:
Do not authorize increase to step E.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
80 % the District Attorney Budget Number 022410 and 20% OES-VWAC (Victim Witness Grant) Number 620415 and 620416.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 6/14/16

DEPARTMENT HEAD SIGNATURE: Not to be signed until all approvals are received) _____ Date: 6/14/16

For Clerk's Use Only:
AGENDA NUMBER
15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES, Workforce Investment Act

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Approval of Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board

DEPARTMENTAL RECOMMENDATION:
Request Board approve the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties outlining the provision of services under the federal Workforce Investment Act of 1998, for the period July 1, 2016 through June 30, 2019.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Department has incorporated the approximately $130,000 allocation of Workforce Investment Act allocation annually into our integrated CalWORKS program, addressing the unemployment needs of local residents. This MOU is simply an updated document which continues to detail the services as they have existed for a number of years through this three-county agreement.

ALTERNATIVES:
Board could refuse approval of the MOU, delaying the receipt of funds and implementation of services for all three involved counties.

OTHER AGENCY INVOLVEMENT:
Kern County, Mono County

FINANCING:
There is no funding involved in approving this document.

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: yes Date: 06/02/2016
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 6-7-16
(Not to be signed until all approvals are received)

Kern, Inyo and Mono Counties Workforce Development Board
Memorandum of Understanding

This Agreement, entered into this 30th day of June, 2016, is by and between the managers and directors of the Workforce Development One-Stop Partner Programs/Agencies serving the Kern, Inyo, and Mono Counties Workforce Development Area (the "KIM WDA"), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the "KIM WDB").

WHEREAS, the Workforce Investment Act of 1998 (the "WIA") created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as "WIOA" or the "Act") amended WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to our customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America's Job Center of California ("AJCC"); and

WHEREAS, WIOA requires that the WDB develop a local plan, and enter into a Memorandum of Understanding (the "MOU") between the KIM WDA and KIM WDB, with the agreement of the Chief Local Elected Official regarding the operation of the local AJCC One-Stop System of service delivery and the performance of the functions described in Section 121(e)(1) of the Act; and

WHEREAS, the Chief Local Elected Official in the in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated February 13, 2001; and

WHEREAS, although WIOA took effect on July 1, 2015, the final regulations from the United States Departments of Labor and Education have not been issued and is expected to be released in or about July 2016; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Area by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM

WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

1. Purpose of the MOU.

AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other human service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

2. Local Vision Statement and Mission Statement

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The Partners are committed to a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

a. Foster demand-driven skills attainment;
b. Enable upward mobility for all Californians; and
c Align, coordinate, and integrate programs and services.

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the

full range of services available in the community for all customers seeking the following:

A. Looking to find a job.
B. Building basic educational or occupational skills.
C. Earning a postsecondary certificate or degree.
D. Obtaining guidance on how to make career choices.
D. Seeking to identify and hire skilled workers.

3. Parties to the MOU

One-Stop services and shared infrastructure costs are born by the required partners which include local/regional representatives of the following Titles:

1. WIOA Title I(B) Adult
2. WIOA Title I(B) Dislocated Worker
3. WIOA Title I(B) Youth
4. WIOA Title I(C) Job Corps
5. WIOA Title I(D) Sec 166 Native American
6. WIOA Title I(D) Sec 167 Migrant Seasonal Farmworkers grantee
7. WIOA Title I(D) Sec 171 YouthBuild
8. WIOA Title II Adult Education and Literacy grantee
9. WIOA Title III Wagner-Peyser
10. WIOA Title IV Vocational Rehabilitation
11. Carl Perkins Career Technical Education grantee
12. Title V Older Americans Act
13. Jobs for Veterans State grant
14. Trade Adjustment Assistance Act
15. Community Services Block Grant recipient
16. Housing & Urban Development
17. Unemployment Compensation
18. Second Chance grantee
19. CalWORKs (i.e. TANF)

No.	Local Agency
1	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD)
2	ETR, Inyo HHS, Mono SSD
3	ETR, Inyo HHS, Mono SSD
4	Cornerstone Solutions, Inc. – Job Corps Services (Job Corps)
5	California Indian Manpower Consortium Inc. (CA Indian)
6	ETR
7	Kern County Superintendent of Schools (KCSOS)
8	Kern High School District (KHSD), Delano Joint Union High School District (DJTUHSD), Farmworker Institute for Education & Leadership Development (FIELD)

9	California Employment Development Department (EDD)
10	California Department of Rehabilitation (DOR)
11	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)
12	SER - Jobs for Progress (SER Jobs)
13	EDD
14	EDD
15	Community Action Partnership of Kern (CAPK)
16	Housing Authority of the County of Kern (HACK)
17	EDD
18	Not applicable
19	Kern County Department of Human Services (KCDHS)

The above-referenced local agencies are the Kern, Inyo and Mono AJCC partners (collectively, the "Partner" or "Partners") which will provide access to programs, activities, and services by electronic means (i.e. Web sites, social media, internet chat features, and telephone).

Services will also be offered at a comprehensive one-stop center within the Local Workforce Development Area (LWDA). Attached hereto, and incorporated herein, as Exhibit "A" is the system map which identifies the location of every comprehensive and affiliate AJCC within the LWDA.

#	Agency	Title	Eligibility				Title I Eligib	reach	tation	Assess-ment
			Adult	DW	Youth	Oth				
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1	ETR	Title I(B) Adult	X					X	X	X
2	ETR	Title I(B) DW		X				X	X	X
3	ETR	Title I(B) Youth			some			X	X	X
6	ETR	Title I(D)167 MSFW			X			X	X	X
4	Job Corps	Title I(C) Job Corps				X		X	X	X
7	KCSOS	Title I(D)171 YouthBuild				X		X	X	X
5	CIMC	Title I(D)166 Native American				X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X		X	X	X	X
8	DJTUHSD	Title II AEL					X	X	X	X
8	FIELD	Title II AEL								
9	EDD	Title III Wagner-Peyser					X	X	X	
10	DOR	Title IV Voc Rehab					X	X	X	X
14	EDD	TAA					X	X	X	X
13	EDD	Veterans					X	X	X	X
17	EDD	UI					X			
19	DHS	CalWORKS					X			
11	KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
11	BC	Perkins Post-2nd					X	X	X	X
11	TC	Perkins Post-2nd					X	X	X	X
11	CCCC	Perkins Post-2nd					X	X	X	X
12	SER Jobs	Title V Older Americans Act					X	X	X	X
15	CAPK	CSBG					X			
16	HACK	E&T under HUD					X	X		X
18	none	Second Chance Act								

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

BASIC CAREER SERVICES			Intake	Labor Exchg, JSA*	Referal One-Stop Partner	Labor Market Info	Perform-ance & Cost Info	Support Service Info	UI Info	Finan-cial Aid Info
#	Agency	Title								
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1	ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
2	ETR	Title I(B) DW	X	X	X	X	X	X	X	X
3	ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
7	ETR	Title I(D)167 MSFW	X	X	X	X	X	X	X	X
4	Job Corps	Title I(C) Job Corps	X		X	X		X		
7	KCSOS	Title I(D)171 YouthBuild	X	JSA	X	X	X	X	X	X
5	CIMC	Title I(D)166 Native American	X	X	X	X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
8	DJTUHSD	Title II AEL	X	X	X	X	X	X	X	X
8	FIELD	Title II AEL	X		X	X		X	X	X
9	EDD	Title III Wagner-Peyser		JSA/LE	X	X		X	X	
10	DOR	Title IV Voc Rehab	X		X			X		
14	EDD	TAA	X	JSA/LE	X	X		X	X	X
13	EDD	Veterans	X	JSA/LE	X	X		X	X	
17	EDD	UI							X	
19	KCDHS	CalWORKS			X					
11	KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
11	BC	Perkins Post-2nd		X	X	X	X	X		assist
11	TC	Perkins Post-2nd	X	X	X	X	X	X		X
11	CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
12	SER Jobs	Title V Older Americans Act	X		X	X		X		
15	CAPK	CSBG						X		
16	HACK	E&T under HUD			X			X		assist
18	none	Second Chance Act								

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Compre-hensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Voca tional***
#	Agency	Title				
1-3	Inyo	Title I(B) Ad/DW/Y	CASAS	X	IEP	X
1-3	Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	Job Training
1	ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
2	ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
3	ETR	Title I(B) Youth		X	IEP	
6	ETR	Title I(D)167 MSFW		X	IEP	X
4	Job Corps	Title I(C) Job Corps		X		
7	KCSOS	Title I(D)171 YouthBuild	CASAS	X	IEP	X
5	CIMC	Title I(D)166 Native American		X	X	X
8	KHSD	Title II Ad Educ Liter	CASAS	X	X	X
8	DJTUHSD	Title II AEL	CASAS	X		X
8	FIELD	Title II AEL	CASAS	X		X
9	EDD	Title III Wagner-Peyser		X		
10	DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
14	EDD	TAA		X	Agency Plan	X
13	EDD	Veterans		X	Agency Plan	
17	EDD	UI				
19	DHS	CalWORKS	Fosters		X	X
11	KSHD	Perkins Post-2nd	CASAS	X	X	X
11	BC	Perkins Post-2nd	WorkKeys for BC Students			X/Gen Pop
11	TC	Perkins Post-2nd	WorkKeys	X		X
11	CCCC	Perkins Post-2nd	CASAS	X	X	X
12	SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
15	CAPK	CSBG				
16	HACK	E&T under HUD			X (ITSP)	Refer
18	none	Second Chance Act				

*Assessment: CASAS, WorkKeys
**Individual Employment Plan or Individual Plan for Employment
***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)
****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to suuccessfully transistion into and complete post secondary education or training and employment
- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Intern-/ Externship WEX	Out-of-Area Job Search	Finan-cial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
#	Agency	Title					
1-3	Inyo	Title I(B) Ad/DW/Y	X	X		X	X
1-3	Mono	Title I(B) Ad/DW/Y		X	X	X	X
1	ETR	Title I(B) Adult	contract out		TAY		
2	ETR	Title I(B) DW	contract out		SBDC		
3	ETR	Title I(B) Youth	contract out		contract		
6	ETR	Title I(D)167 MSFW	contract out			X	
4	Job Corps	Title I(C) Job Corps					
7	KCSOS	Title I(D)171 YouthBuild	X		X		
5	CIMC	Title I(D)166 Native American	X	X	X		X
8	KHSD	Title II Ad Educ Liter	X			ESL	X
8	DJTUHSD	Title II AEL	X		X	X	X
8	FIELD	Title II AEL	X		X	X	Charter HS
9	EDD	Title III Wagner-Peyser		X			
10	DOR	Title IV Voc Rehab	X		X		
14	EDD	TAA	X	X	X	Refer	Refer
13	EDD	Veterans		X			
17	EDD	UI					
19	DHS	CalWORKS	X		X		
11	KHSD	Perkins Post-2nd	X		X	X	X
11	BC	Perkins Post-2nd	Yes/Gen Pop		Fin Aid Ref	Yes	
11	TC	Perkins Post-2nd	X	X	X	X	X
11	CCCC	Perkins Post-2nd	X	X	X	X	X
12	SER Jobs	Title V Older Americans Act				Refer	Refer
15	CAPK	CSBG			X		
16	HACK	E&T under HUD			X	Refer	Refer
18	none	Second Chance Act					

*Assessment: CASAS, WorkKeys
**Individual Employment Plan or Individual Plan for Employment
***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)
****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to suuccessfully transistion into and complete post secondary education or training and employment
- CIMC provides these services through its Eastern Sierra Field Office

4. Training Services

Through the One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

A. Occupational skills training, including training for nontraditional employment.

B. On-the-job training (OJT).
C. Incumbent worker training.
D. Programs that combine workplace training with related instruction, which may include cooperative education programs.
E. Training programs operated by the private sector.
F. Skill upgrading and retraining.
G. Entrepreneurial training.
H. Transitional jobs (Work Experience).
I. Job readiness training provided in combination with another training service.
J. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
K. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
L. Other trainings available through the Partners.

5. Follow-up Services

Counseling is available by any of the Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve months after the first day of employment.

6. Access for Individuals with Barriers to Employment

The Partners agree that "Access" to programs and services means having:

A. Program staff physically present at the location;
B. Having Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through Partner programs; or
C. Providing direct linkage through technology to program staff who can provide meaningful information and/or services.
D. Providing access to adults with barriers to employment including those with the following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

Per federal guidance, veterans and eligible spouses who are also recipients of public assistance, low income or basic skills deficient will receive first priority, non-veterans who are recipients of

public assistance, low-income or basic skills deficient will receive priority, veterans and eligible spouses not included in priority groups will receive third priority and all other individuals will receive last priority. Priority means the right to take precedence over non-covered persons in obtaining services. Depending on the type of service or resources being provided, taking precedence means: the covered person receives access to the service or resource earlier in time than the non-covered person; or, if the service or resource is limited, the covered person receives access to the service or resource instead of or before the non-covered person. Providing priority of service also entails affirmative outreach to the priority populations, identifying covered individuals at entry and informing them of their priority status.

"Direct linkage" means providing direct connection at the one-stop, within a timely manner, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and not simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The Partners agree that:

a. "Registration" is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
b. "Participation" is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
c. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

7. Responsibility of AJCC Partners

As authorized under the Act, the KIM WDA will establish policies necessary for implementation of the Act in the local area and shall:

A. Make the applicable service(s) applicable to the Partner program available to customers through the one-stop delivery system.
B. Participate in the operation of the one-stop system, consistent with the terms of this

MOU and requirements of authorized laws.

C. Participate in capacity building and staff development activities in order to ensure that all Partners and staff are adequately cross-trained.
D. Provide reasonable and necessary access to the data collection and reporting system by the Partners.

The AJCC Partners agree to participate in joint planning, plan development, and modification of activities to accomplish the following:

a. Continuous partnership building.
b. Continuous planning in response to state and federal requirements.
c. Responsiveness to local and economic conditions, including employer needs.
d. Adherence to common data collection and reporting needs.

8. **Funding of Services and Operating Costs**

A. Consistent with WIOA, all Partners agree to enter into negotiations and implement a shared Cost/Resource Sharing Agreement by no later than December 31, 2017. Partners agree and understand that its Cost/Resource Sharing Agreement will be updated annually by the KIM WDB.

B. All shared cost allocations for the cost of services, operating costs, and infrastructure costs will be supported by accurate data and shall be consistent with the Generally Accepted Accounting Principles (GAAP), Title 2 of the Code of Federal Regulations Part 200, and be accepted by Partner's auditor and/or independent auditors to satisfy the audit testing required under the Single Audit Act as more specifically set forth in the Cost/Resource Sharing Agreement.

9. **Methods for Referring Customers**

A. The KIM WDB, through its designated AJCC One-Stop Operator, and the Partners agree to utilize the approved processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services, and to modify such processes and forms as required. The KIM WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Exhibit "B".

B. Partners agree to train and provide technical assistance to the staff of each participating AJCC One-Stop Partner and contracted providers of services on topics that include, but are not limited to, eligibility for and scope of allowable services for their programs.

C. The KIM WDB will work with all Partners to ensure all Partners and local One-Stop System staff are fully trained in each other's programs and eligibility criteria. The

Partners agree that the intake and referral processes will be customer-centered and provided by staff trained in customer service.

D. Partners agree to refer its applicants and clients to other AJCC One-Stop Partners when such individuals may be eligible for the Partner's services or to the AJCC One-Stop Operator for WIOA services.

E. Partners will ensure that general information regarding AJCC's programs, services, activities and resources shall be available to all customers as appropriate.

F. All customer referrals will be made electronically, through traditional correspondence, verbally or through other means determined in cooperation with Partners.

G. Each Partner will provide a direct link or access to other AJCC's Partner's staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

10. Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements; and
B. The principles of common reporting and shared information through electronic mechanisms, including shared technology; and
C. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements due to the importance of the use of technology in WIOA; and
D. Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services; and
E. Develop technological enhancements that allow interfaces of common information needs, as appropriate consistent with WIOA; and
F. Understand that system security provisions shall be agreed upon by all Partners; and
G. Establishing security systems and confidentiality provisions.

11. Specialized One-Stop Centers

An example of a specialized center is one targeting Disconnected Youth and one established

specifically to respond to a large localized layoff. These specialized centers will not provide access to every required Partner, but must have a way to make referrals to one-stop Partners in comprehensive and affiliate centers. The specialized centers will have access to the referral system to make sure that services were provided after referral. A recent study by Measure of America of the Social Science Research Council entitled "Zeroing In on Place and Race," reflected that out of the ninety-eight (98) major metro areas included in the report, the disconnection rates for youth in greater Bakersfield, California was over twenty (20) percent. In addition, Kern County has seen significant layoffs in a variety of industries, particularly the petroleum industry. These specialized centers will serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful.

12. Non-Discrimination and Equal Opportunity

The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, each Partner shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall any Partner deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

B. The KIM WDB and Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments

of 1972, 29 CRF Part 37, and all other regulations implementing the aforementioned laws.

C. Each Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

D. Each Partner agrees to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

13. Grievances and Complaints Procedure

The AJCC Partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

In addition, the AJCC Partners will offer the best customer service possible by attempting to resolve customer issues as quickly as possible. If Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or a Partner supervisor at their location. If the supervisor is not able to resolve the issue, the next highest level employee (i.e., Deputy Director, Deputy Division Chief or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Persons filing a complaint concerning a Partner of the local One-Stop will first submit that complaint to that One-Stop Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

///

14. Term and Renewal of MOU

A. The term of this MOU is effective from July 1, 2016 to June 30, 2019, unless it is terminated earlier as provided herein, and shall supersede in its entirely any MOU entered into previously by and between the participating AJCC One-Stop Partners and the KIM WDB.

B. The MOU is of no force or effect until signed by authorized representatives of the participating AJCC One-Stop Partner and the KIM WDB.

C. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

15. Modifications and Revisions

This MOU constitutes the entire agreement between the Partners and no oral understanding not incorporated herein shall be binding on any of the Partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of all of the Partners, by the issuance of a written amendment, signed and dated by the Partners.

16. Termination

The Partners understand that implementation of the AJCC system is dependent on the good faith effort of every Partner to work together to improve services to the community. The Partners also agree that this a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more Partners to cease being a part of this MOU, said Partner shall notify the other Partners, in writing, a minimum of thirty (30) days in advance of the intent to terminate its participation in this MOU.

17. Administrative and Operations Management - Supervision/Day to Day Operations

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated Partner manager(s) and supervisor(s) to ensure operational success. This position is a member of the AJCC Steering Committee and its subcommittees and the Coordinator will provide reports to the KIM WDB and its committees.

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and

will provide a copy of their holiday schedule to the Partners at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other Partners harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

18. Dispute Resolution

The Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be referred to the Partner's management staff of the respective staff employer, for discussion and resolution. The Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

19. Press Releases and Communications

A. All Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU.
B. Participation of each Partner in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other Partners, in all communications, each Partner shall make specific reference to all other Partners.
C. The Partners agree to utilize the AJCC logo developed by the State of California and the KIM WDB on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, and any written correspondence, emails and fax transmittals.

20. Hold Harmless/Indemnification/Liability

Except as otherwise expressly provided in this MOU and to the fullest extent of the law, except for Departments of the State of California which cannot provide for indemnification of court costs and attorneys' fees under the indemnification policy of the State of California, each party hereby agrees to indemnify, defend and hold harmless (the "Indemnifying Party") all other Partners identified in this MOU, and their respective partners, directors, officers, agents, customers, and employees (the "Indemnified Parties") from and against any and all claims, demands, damages, costs, losses and expenses (including reasonable attorneys' fees, experts' and consultants' fees and costs at all levels of proceedings) arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

21. **Notice**

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to the other Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the following addresses or to such other address as the Partners may provide by written notice tendered in accordance herewith:

Dena Murphy, Director
Kern County Department of Human Services
100 E California Avenue
Bakersfield, CA 93307
murphyd@kerndhs.com

Diane McClanahan, Supervisor
California Department of Rehabilitation
4925 Commerce Drive, Suite 150
Bakersfield, CA 93309
dmcclana@dor.ca.gov

Lorenda T. Sanchez, Executive Director
California Indian Manpower Consortium Inc.
738 North Market Boulevard
Sacramento, CA 95834
lorendas@cimcinc.com

Jeremy Tobias, Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309
jtobias@capk.org

Stephen Pelz, Executive Director
Housing Authority of the County of Kern
601-24th Street FRNT
Bakersfield, CA 93301
spelz@kernha.org

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Christine Lizardi Frazier, Superintendent
Kern County Superintendent of Schools
Kern Youth at Work
1300 17th Street
Bakersfield, CA 93301
chfrazier@kern.org

Byron Schaefer, Ed.D, Superintendent
Kern High School District
5801 Sundale Avenue
Bakersfield, CA 93309
bschaefer@khsd.k12.ca.us

Rebecca Mendibles, President/CEO
SER - Jobs for Progress, Inc.
255 N Fulton Street, #106
Fresno, CA 93701
becki.m@sercalifornia.org

Shelly Tarver, Acting Deputy Chief
California Employment Development Department
1600 E Belle Terrace
Bakersfield, CA 93307
starver@edd.ca.gov

Sonya Christian, President
Bakersfield College
1801 Panorama Drive
Bakersfield, CA 93306
sonya.christian@bakersfieldcollege.edu

Teresa Hitchcock, Assistant County Administrative Officer
Employment Training Resource/Kern County Administrative Office
1600 E Belle Terrace
Bakersfield, CA 93307
hitchcockt@co.kern.ca.us

David Villarino, President/CAO
Farmworker Institute for Education & Leadership Development
410 W J Street
Tehachapi, CA 93561
davidv@fieldinstitute.org

Dr. Terri Nuckols, Superintendent
Delano Joint Union High School District
1720 Norwalk Street
Delano, CA 93215
tnuckols@djuhsd.org

Ronald Jones, President and CEO
Cornerstone Solutions, Inc. – Job Corps
13200 Crossroads Parkway, Suite 335
City of Industry, CA 91746
rjones@csiteamonline.com

Kathy Peterson, Director
Mono County Social Services Department
452 Mammoth Road, Suite 305
Mammoth Lakes, CA 93546
kpeterson@mono.ca.gov

Jean Turner, M.A., HHS/ESAAA Director
Inyo County Health and Human Services
920 N. Main Street
Bishop, CA 93514
jturner@inyocounty.us

Brock McMurray, Interim Superintendent/President
Taft College/WKCCD
29 Cougar Court
Taft, CA 93268
bmcmurray@taftcollege.edu

Maria Chuayiuso, Acting Employment Development Administrator
Employment Development Department – Unemployment Insurance
7000 Village Drive, Suite 110
Buena Park, CA 90621
maria.chuayiuso@edd.ca.gov

Jill Board, President
Cerro Coso Community College
3000 College Heights Boulevard
Ridgecrest, CA 93555
jboard@cerrocoso.edu

///

22. Third Parties

The Partners hereto do not intend to benefit any third parties and this agreement shall be construed to confer any such benefit.

23. Entire Agreement

This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.

24. Amendment and Waiver

This MOU may be amended only by a written agreement executed by the Partners hereto. No provision of this MOU may be waived, except for a written document executed by the Partners. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

25. Governing Law

This MOU is governed by and shall be interpreted in accordance with the laws of the State of California.

26. Unenforceable Provisions

In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.

27. Construction

The titles of the sections of this MOU are for convenience of reference only and are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.

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28. Confidentiality

All Partners expressly agree to abide by all applicable federal, state and local laws regarding confidential information and adhere to the same standards to confidentiality as State employees, including, but not limited to:

A. The provisions of: 29 USC 2935(a)(4), as amended by WIOA relating to reports, recordkeeping, investigation; 29 USC 2871 (f)(3), as amended by WIOA, regarding complying with confidentiality; 20 CFR Part 603, relating to safeguards and security requirements regarding disclosed information under Unemployment Compensation; 42 USCA 503, regarding state laws governing UI operations; 20 USCA 123g, relating to disclosure of information under the Trade Act; 29 USCA 491-2(a)(2), as amended under WIOA, regarding information to be kept confidential under the Wagner Peyser Act; The Privacy Act (5 USC 552a); The Family Educational and Privacy Rights Act (20 USC 1232g); 34 CFR 361.18, regarding to the protection, use and release of personal information of Vocational Rehabilitation Services participants; HIPAA (45 CFR 164.500 – 164.534); 2 CFR 200.303, regarding reasonable measures to safeguard protected personally identifiable information; Practices Act of 1977 (Title 1.8 [commencing with Section 1798] of Part 4 of Division 3 of the Civil Code), Sections 11015.5 and 11019.9 of the California Government Code, Sections 1094 and 1095 of the California Unemployment Insurance Code; Sections 10850 – 10853 of the California Welfare & Institutions Code; Sections 1798.29, 1798.82 and 1798.84 California Civil Code; Sections 1275 – 1289.5 of the California Civil Code; Title 9, and Section 7140 – 7143.5 of the California Code of Regulations, as amended.

B. Family Educational Rights and Privacy Act (FERPA), Rehabilitation Act, California Education Code and/or any other applicable State and/or Federal Statutes or requirement.

C. All applications and individuals records related to service provided under WIOA, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services, audit procedures, evaluation, and research.

D. No person will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the AJCC 's applicants, participants, or customers overall.

E. Partners agree to share among the Partners all client information necessary for provision of core, intensive and training services under the Act as permitted by law.

F. Each Partner will ensure access to software systems and files under its control that contains personally identifiable information will be limited to authorize staff members that are assigned responsibilities in support of the services and activities provided as part of the AJCC's service delivery system and who must access the information to

perform those responsibilities. Each Partner expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

G. Partners agree to develop and honor a standard information release form that complies with the most restrictive confidentiality requirements of any of the Partners collecting, receiving or sharing information. At any time an AJCC One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Customer Release of Information for Referral Purposes signed by the participant/customer.

29. Counterparts

This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Signatures:

In WITNESS THEREOF, the KERN, INYO, AND MONO COUNTIES WORKFORCE DEVELOPMENT BOARD and One-Stop Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

By: _____
Gurujodha Khalsa, Deputy

County of Kern

By: _____
Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO CONTENT

California Department of Human Services

By: _____
Dena Murphy, Director

California Department of Rehabilitation

By: _____
Diane McClanahan, Supervisor

California Indian Manpower Consortium Inc.

By: _____
Lorenda T. Sanchez, Executive Director

Community Action Partnerships of Kern

By: _____
Jeremy Tobias, Executive Director

Kern Community College District

By: _____
John Means, Associate Chancellor

Kern High School District

By: _____
Byron Schaefer, Ed.D, Superintendent

Housing Authority of the County of Kern

By: _____
Stephen Pelz, Executive Director

Kern County Superintendent of Schools

By: _____
Christine Lizardi Frazier, Superintendent

SER - Jobs for Progress, Inc.

By: _____
Rebecca Mendibles, President/CEO

California Employment Development Department

By: _____
Shelly Tarver, Acting Deputy Chief

Bakersfield College

By: _____
Sonya Christian, President

Taft College

By: _____
Brock McMurray, Interim Superintendent/President

Kern County Employers Training Resource
Kern County Administration Office

By: _____
Teresa Hitchcock, Assistant County Administrative Officer

Delano Joint Unified High School District

By: _____
Terri Nuckols, Superintendent

Farmworker Institute for Education &
Leadership Development

By: _____
David Villarino, President/CAO

California Employment Development
Department – Unemployment Insurance

By: _____
Maria Chauyiuso, Acting Employment
Development Administrator

Cornerstone Solutions, Inc. – Job Corps

By: _____
Ronald Jones, President and CEO

Mono County Social Services Department

By: _____
Kathy Peterson, Director

Inyo County Health and Human Services

By: _____
Jean Turner, M.A., HHS/ESAAA, Director

Cerro Coso Community College

By: _____
Jill Board, President

Exhibit "A"

America's JobCenter of California™

KERN, INYO & MONO COUNTIES

AFFILIATE SITES

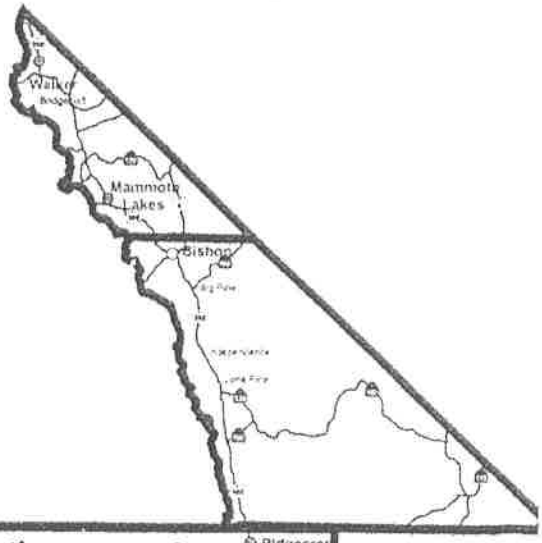
- Bakersfield College
  1801 Panorama Drive
  Bakersfield, CA 93306
- California Department of Rehabilitation
  4925 Commerce Drive, Suite 150
  Bakersfield, CA 93309
- California Indian Manpower Consortium, Inc.
  550 North Barlow Lane
  Bishop, CA 93514
- Cerro Coso Community College
  3000 College Heights Boulevard
  Ridgecrest, CA 93555
- Community Action Partnership of Kern
  5005 Business Park North
  Bakersfield, CA 93309
- Cornerstone Solutions, Inc. - Job Corps
  1600 E. Belle Terrace
  Bakersfield, CA 93307
- Delano Joint Union High School District
  1720 Norwalk Street
  Delano, CA 93215
- Employers' Training Resource
  200 China Grade Loop
  Bakersfield, CA 93308
- Employers' Training Resource
  6401 Lake Isabella Boulevard
  Lake Isabella, CA 93240
- Employers' Training Resource
  1400 N. Norma Street, Ste 105
  Ridgecrest, CA 93555
- Farmworker Institute for Education & Leadership Development
  410 West J Street
  Tehachapi, CA 93561
- Housing Authority of the County of Kern
  601 24th Street Front
  Bakersfield, CA 93301
- Inyo County Health and Human Services
  920 N. Main Street
  Bishop, CA 93514
- Kern County Department of Human Services
  8300 Segrue Street
  Lamont, CA 93241
- Kern County Department of Human Services
  2300 Highway 58
  Mojave, CA 93501
- Kern County Department of Human Services
  115 N. Central Valley Highway
  Shafter, CA 93263
- Kern County Department of Human Services
  119 N. 10th Street
  Taft, CA 93266

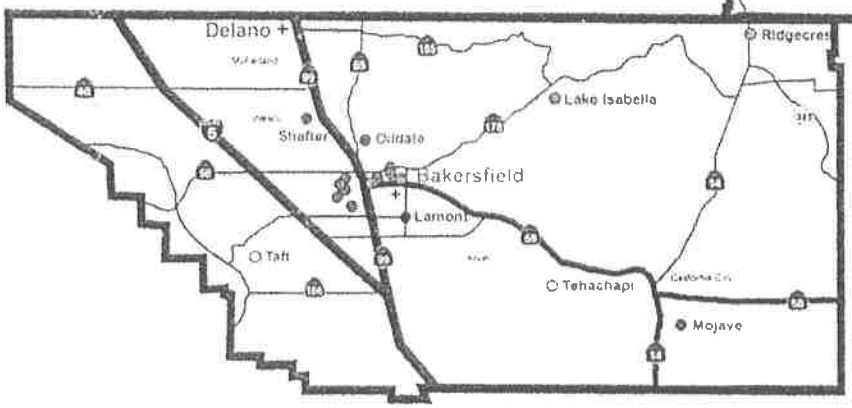
COMPREHENSIVE SITES

Employers' Training Resource
1600 E. Belle Terrace
Bakersfield, CA 93307

Employment Development Department
1600 E. Belle Terrace
Bakersfield, CA 93307

Kern County Department of Human Services
1816 Cecil Avenue
Delano, CA 93215





- Kern High School District
  5801 Sundale Avenue
  Bakersfield, CA 93309
- Kern County Superintendent of Schools
  1300 17th Street
  Bakersfield, CA 93301
- Mono County Social Services Department
  452 Mammoth Road, Ste. 305
  Mammoth Lakes, CA 93546
- Mono County Social Services Department
  107384 Highway 395
  Walker, CA 96107
- SER Jobs for Progress
  1522 18th Street, Ste 204
  Bakersfield, CA 93301
- Taft College
  29 Cougar Court
  Taft, CA 93268

AJCC PARTNER ACCESS POINTS

- Kern Community College District
  2100 Chester Avenue
  Bakersfield, CA 93301
- Kern County Department of Mental Health
  2203 17th Street
  Bakersfield, CA 93301
- Kern County Veterans Services Department
  1120 Golden State Avenue
  Bakersfield, CA 93301
- Mexican American Opportunity Foundation
  2130 Chester Avenue #200
  Bakersfield, CA 93301
- Proteus, Incorporated
  1816 Cecil Avenue
  Delano, CA 93215

661-325-HIRE

www.americasjobcenterofkern.com 1800 203.2623 • TDD 661.635.2629

The AJCC & WIA are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities

Exhibit "B"

AJCC Partner Referral Process

In order to provide a "direct linkage/connection" for customers in the one-stop system, Partners agree to identify and maintain a *Referral Coordinator* who will be trained to provide information to customers about programs, services, and activities available through all Partner programs. The Referral Coordinator will receive incoming referrals both by email and by phone and will ensure that the customer being referred will be able to meet with their agency's most appropriate staff member as soon as possible. This would include providing the referred customer a scheduled appointment to assist them based on an assessment of the customer's need(s). To help facilitate this, all Partners will have real-time web-based communication or electronic access to the most current referral information of all partners in the one-stop system. In addition, an inter-agency referral committee will develop, update and maintain a policy and procedural manual describing the Referral Coordinator's role and duties within the one-stop system.

Flow Chart Process

This process flow chart describes the steps to be taken to facilitate a referral between any Partner agency and Kern, Inyo and Mono Counties Workforce Innovation and Opportunity Act (WIOA) funded programs.

The intent of a referral is to ensure that needed services for a customer are provided through the most appropriate funding streams, and are not duplicative.

The process begins when a Partner agency or a WIOA-funded agency has identified a customer who can benefit from the services of another agency, and/or in addition to the services provided by their own agency.

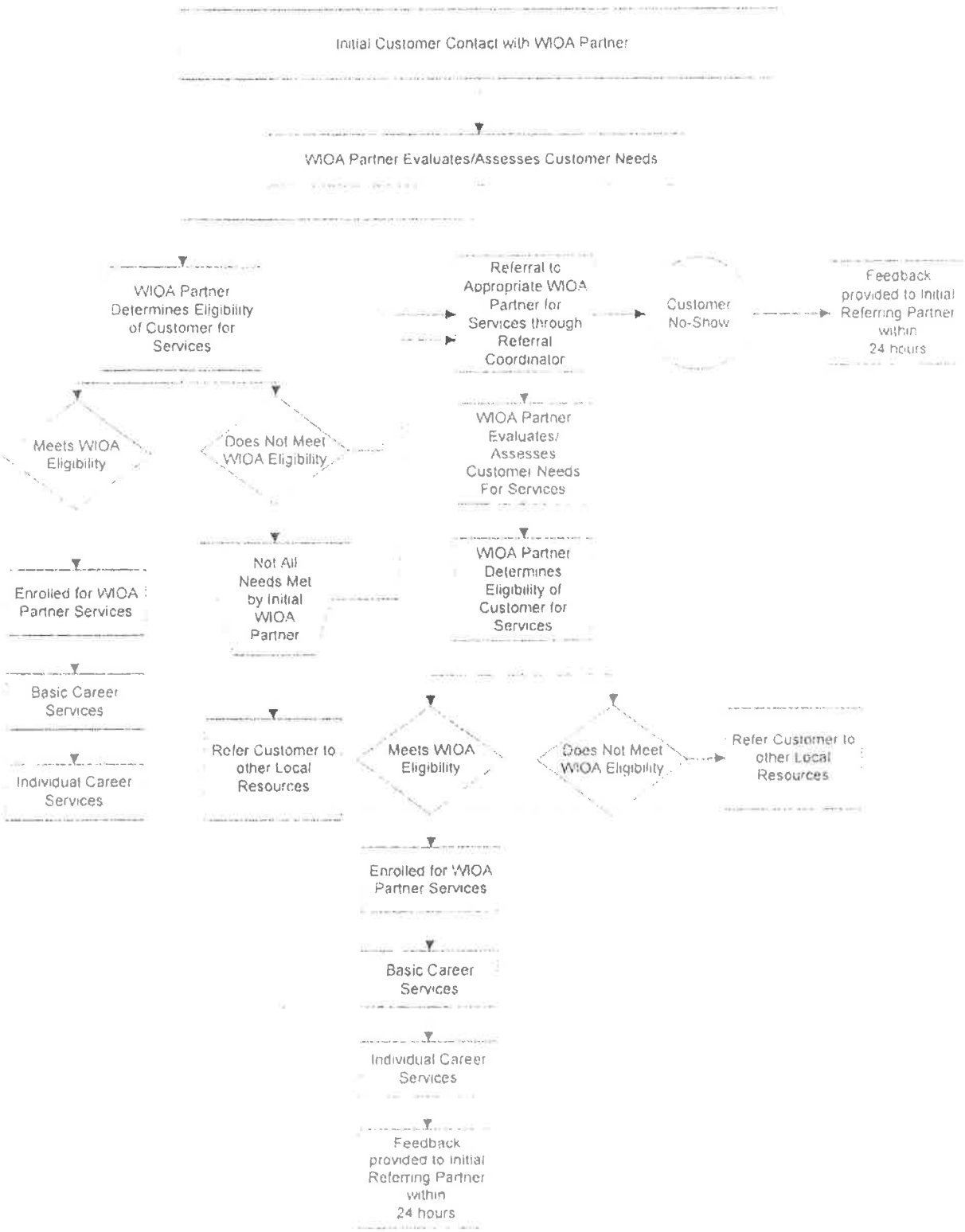
This process ends when the customer is enrolled in a WIOA service(s) or is not enrolled for cause.

The process flow chart begins and continues through page 2.

FORMS:

WIOA Form 100 - Authorization to Release Information
WIOA Form 200 - AJCC Partner Services Referral Form (to be used only when I-TAIN is not available)

AJCC PARTNER REFERRAL FLOW CHART



America's JobCenter of California℠

Authorization to Release Information

Customer Name:_____

Purpose: Kern, Inyo & Mono Workforce Development Board (KIM WDB) needs your permission to share your personal information with other KIM WDB Partners in order to better serve you.

AUTHORIZATION TO RELEASE INFORMATION. I have been informed and understand that it may be necessary for representatives from KIM WDB Partners to contact other Workforce Innovation and Opportunities Act (WIOA) partners, educational and training programs, support service providers, employers, and health services to help meet your overall needs. I hereby grant permission and authorize the staff of these agencies to discuss and exchange information relating to my eligibility, participation and progress in WIOA funded programs.

By signing this Authorization, you agree to release KIM WDB, the County of Kern, and all of its directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to unauthorized or accidental release of your personal information.

I give my consent to (Agency Name:_____) to provide my information to a WIOA partner for the purposes of a referral for services to help meet my needs.

Printed Name:_____

Signature:_____

Date:_____

America's JobCenter of California℠

AJCC Partner Services Referral Form

Date:_____

Customer Name:_____

Customer Phone:_____ Email Address:_____

Referral From: *(Agency Name)*_____

Staff Name:_____ Staff Phone:_____

Staff Email:_____ Staff Fax #:_____

Referral To: *(Agency Name)*_____
Attn: Referral Coordinator

Referral Coordinator Phone:_____ Fax #:_____

Referral Coordinator Email:_____

Customer is being referred for the following services:
(Choose from the list of services available from the specific AJCC Partner)

1._____

2._____

3._____

4._____

5._____

For Clerk's Use Only:
AGENDA NUMBER
16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Probation Department (Adult and Juvenile Divisions)

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Amendment One (1) to Contract with Redwood Toxicology Laboratory, Inc.

DEPARTMENTAL RECOMMENDATION: Request your Board to approve Amendment One (1) to extend the contract for a third (3rd) year (July 1, 2016 through June 30, 2017) with Redwood Toxicology Laboratory, Inc. of Santa Rosa, California for the provision of urine sample collection devices (supplies) and laboratory services to the Inyo County Probation Department contingent on the adoption of future fiscal year budgets and authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: After the Probation Department solicited proposals, your Board approved a contract with Redwood Toxicology Laboratory, Inc. on October 14, 2014 for the provision of urine analysis supplies and laboratory services for a term of October 15, 2014 through June 30, 2016 with options to extend the contract a third and fourth year. Amendment One (1) extends the contract for a third (3rd) year for a new term of July 1, 2016 through June 30, 2017. We expend approximately $20,000 each fiscal year on supplies and laboratory testing, with the majority of the monies expended on laboratory testing fees. All terms of the contract will remain the same including the total not to exceed amount of $100,000.

Historically we have used General Fund monies, SB678 (Probation – General budget) and YOBG (Juvenile Institutions budget) monies to cover these costs; however, in FY2016-17, we will not be using any General Fund monies as the costs will be fully covered with SB678 and YOBG monies. On a quarterly basis, SB678 and YOBG monies are reimbursed to the Probation – General and Juvenile Institutions budgets.

ALTERNATIVES: Not approve the Amendment to the contract and direct the Probation Department to solicit proposals; however, this is not recommended as Redwood Toxicology Laboratory is doing a good job and finding another Vendor who can provide both supplies and testing may be difficult.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Monies have been budgeted in FY2016-17 in both the Probation – General (023000) Budget and Juvenile Institutions Budget (023100) for supply expenditures General Operating Object Code 5311 and laboratory testing expenditures Professional Services Object Code 5265. SB678 and YOBG monies will be used to cover all costs associated with this contract. No General Fund monies will be used.

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: yes Date 05/24/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 05/25/16
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 5/31/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 6/1/16

AMENDMENT NUMBER ONE (1) **TO**
AGREEMENT BETWEEN THE COUNTY OF INYO AND
REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Redwood Toxicology Laboratory, Inc., of Santa Rosa, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated October 14, 2014, on County of Inyo Standard Contract No. 117, for the term from October 15, 2014 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

The option to extend the term of the Contract #117 dated October 14, 2014 for the urine analysis supplies and laboratory services for the Probation Department, expiring on June 30, 2016, shall be extended for a 3rd year (July 1, 2016 through June 30, 2017) with the same Scope of Work (Attachment A to the original contract), Schedule of Fees (Attachment B to the original contract) and the not to exceed amount of $100,000.

The effective date of this Amendment to the Agreement is July 1, 2016.

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

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIEMENS INDUSTRY, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

BARRY CHAPMAN, CFO
Type or Print

Dated: 5/17/2016

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 RISK ASSESSMENT:

_____
County Risk Manager

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
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Approve Amendment No. 3 to the master contract for the provision of liquefied propane with Amerigas of Bishop, CA, extending the term by three months to September 30, 2016 and for additional service needs increasing the contract $3,547.00 for a not-to-exceed amount of $610,545.00.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

A. Approve Amendment No. 3 to County of Inyo Standard Contract No. 116, between the County of Inyo and Amerigas of Bishop, CA, extending the term three months to September 30, 2016 and for additional service needs increasing the contract $3,547.00 for a not-to-exceed amount of $610,545.00.

B. Authorize the chairperson to execute Amendment No. 3, contingent upon obtaining appropriate signatures and future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION: Amerigas is currently providing liquefied propane services under a master contract for various County locations. The master contract is for the period of September 1, 2013 to June 30, 2016. Amendment No. 3 to Amerigas's contract is for:

a. Extending the term three months to September 30, 2016 and
b. Increase the contract $3,547.00 for additonal services not to exceed amount of $610,545.00

The Public Works Department advertised and received bids for liquefied propane services however, due to bid submittal reviews the bids will not be processed and the contract awarded prior to the existing contract term ending date of June 30, 2016. As many County facilities utilize the liquefied propane year round, an interuption of these services would negatively affect many departments and social services.

The Public Works Department recommends your Board approve Amendment No. 3 to the master contract for additional service needs increasing the contract $3,547.00 for a not-to-exceed amount of $610,545.00.

ALTERNATIVES: Your Board could choose not to approve Amendment No. 3 and direct staff to obtain separate purchase orders. This is not recommended as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Amerigas's responsiveness and customer service.

OTHER AGENCY INVOLVEMENT: County counsel, the auditor, and the risk manager to review and sign the contract.

FINANCING: Funding for this work is budgeted in the Building & Maintenance (011100) Utilities Object code 5351.

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: Yes Date 6/7/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/7/2016
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 4/7/16

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AMERIGAS

FOR THE PROVISION OF LIQUEFIED PROPANE

WHEREAS, the County of Inyo (hereinafter referred to as "County") and AMERIGAS, of BISHOP, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 1, 2013, on County of Inyo Standard Contract No. 116, for the term from SEPTEMBER 1, 2013 to JUNE 30, 2016

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 2, TERM. The sentence is revised as follows:
"The term of this Agreement shall be from September 1, 2013 to September 30, 2016 unless sooner as 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 Contractor for services and work performed under this Agreement, shall not exceed SIX HUNDRED TEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS ($610,545.00) (hereinafter referred to as "contract limit")."

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AMERIGAS

FOR THE PROVISION OF LIQUEFIED PROPANE

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

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
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Approve Amendment No. 5 to the master contract for the provision of trash disposal service with Preferred Septic and Disposal, Inc. of Bishop, CA, extending the term by three months to September 30, 2016 and for additional service needs, increasing the contract $9,068.61 for a not-to-exceed amount of $138,587.55.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

A. Approve Amendment No. 5 to County of Inyo Standard Contract No. 113, between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA ("Preferred Septic"), extending the term three months to September 30, 2016 and for additional service needs increasing the contract $9,068.61 for a not-to-exceed amount of $138,587.55; and

B. Authorize the chairperson to execute Amendment No. 5, contingent upon obtaining appropriate signatures and future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION: Preferred Septic is currently providing trash disposal services under a master contract for various County locations. The master contract is for the period of November 30, 2015 to June 30, 2016. Amendment No. 5 to Preferred Septic's contract is for:

a. Extending the term three months to September 30, 2016; and
b. Increase the contract $9,068.61 for additonal services not to exceed amount of $138,587.55.

The Public Works Department is currently preparing a bid package for trash disposal services however, due to time constraints , a new contract will not be fully executed prior to the existing contract term ending date of June 30, 2016. As many County facilities utilize the trash disposal year round, an interuption of these services would negatively affect janitorial services.

The Public Works Department recommends your Board approve Amendment No. 5 to the master contract to extend the term and for additional service needs increasing the contract $9,068.61 for a not-to-exceed amount of $138,587.55.

ALTERNATIVES: Your Board could choose not to approve Amendment No. 5 and direct staff to obtain separate purchase orders. This is not recommended as the Public Works Department has invested time in the current arrangement. Additionally, staff is very satisfied with Preferred Septic responsiveness and customer service.

OTHER AGENCY INVOLVEMENT: Office of the County Counsel, Auditor's Office, and Risk Manager to sign the contract.

FINANCING: Funding for this work is budgeted in the Building & Maintenance (011100) Professional services Object code 5265.

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: Yes Date 6/9/16

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: yes Date 6/9/2016

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

Approved: _____ N/A _____ Date _____

DEPARTMENT HEAD SIGNATURE: S Williams Date: 6/9/16
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Preferred Septic and Disposal Inc., of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated November 20, 2012, on County of Inyo Standard Contract No. 113, for the term from December 1, 2012 to November 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 2, TERM. The sentence is revised as follows:

"The term of this Agreement shall be from December 1, 2012 to September 30, 2016 unless sooner as 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 Contractor for all services and work to be performed under this Agreement shall not exceed ONE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY FIVE CENTS($138,587.55) (hereinafter referred to as "contract limit").

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

☐ Departmental ☐ Correspondence Action ☐ Public Hearing ☒ Consent
☐ Schedule Time For ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Contract Amendment for Audit Services

DEPARTMENTAL RECOMMENDATION:

Request Board A) declare Gallina LLP CPAs as a sole-source provider of auditing services; and B) approve Amendment No. 1 to the contract between the County of Inyo and Gallina LLP CPAs to increase the amount by $12,400 for a total amount not to exceed $18,600 and extend the term of the contract to June 30, 2018, contingent upon the Board's adoption of future budgets; and authorizing the Chairperson to sign, contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code Section 99245 sets forth the audit requirements for the Inyo County Local Transportation Commission (ICLTC) in its administration of the Transportation Development Act. Section 99245 states that the ICLTC shall have its financial records audited by a third party annually.

In past years, the Auditor's Office has managed this audit contract. Starting last year, the auditor's office passed over the duty of managing this contract to Public Works Department staff due to the different audit requirements. Gallina will be in Independence completing the Countywide audit. There is an efficiency in having Gallina complete this project. The term of the contract will cover two additional audits and make it that the contract expires at the same time as the Countywide Gallina contract.

The volume and complexity of new accounting and auditing standards make it increasingly difficult to find auditors qualified to perform the required services in an efficient and accurate manner. Additionally, fewer audit firms are performing government audits for these same reasons. In accordance with the "Inyo County Purchasing and Contracting Policy and Procedures Manual," page 14, Section I(b), Gallina LLC CPAs has the prior experience of a highly specialized nature that is vital to the proposed efforts. Additionally, Gallina LLC CPAs has a substantial investment that would have to be duplicated at the County's expense by another contractor entering this field. As such, sole sourcing this contract appears to be justified.

ALTERNATIVES:
The Board does have other options under the government code, but given Gallina's engagement with the County, they are not recommended.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the proposed contract.

FINANCING:

Contract payment will be made from Transportation and Planning Budget No. 504605, Professional Services object code 5265 for the preparation of a Financial Audit. Payment is contingent upon the approval of the 2016-2017 and 2017-2018 budgets.

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: Yes Date 06/07/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 6/8/2016
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 6/8/16

AMENDMENT NUMBER _1_ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gallina, LLP
FOR THE PROVISION OF AUDITING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _Gallina, LLP_ of _Roseville, California_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of auditing services dated _June 26, 2015_, on County of Inyo Standard Contract No. 116, for the term from _June 3, 2015_ to _June 30, 2016_.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 2, Term. The term of this Agreement shall be from June 26, 2015 to June 30, 2018 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 Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Eighteen thousand six hundred dollars and no cents ($18,600.00) (hereinafter referred to as "contract limit").

3. Attachment A to the contract, *Scope of Work*, shall be revised to include the Letter of Engagement dated June 7, 2016.

The effective date of this amendment to the Agreement is _June 29, 2016_.

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

AMENDMENT NUMBER _1_ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gallina, LLP
FOR THE PROVISION OF AUDITING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _29th_ DAY OF _June_, 2016.

COUNTY OF INYO

By: _____

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

CONTRACTOR

By: _____

Dated: _____

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO
AND Gallina, LLP
FOR THE PROVISION OF Auditing **SERVICES**

TERM:

FROM: April 28, 2015 **TO:** April 30, 2018

SCOPE OF WORK:

The letter confirming the understanding of services from Gallina, LLP to Clint Quilter, Inyo County Local Transportation Commission Executive Director, attached hereto is incorporated by reference, but terms contained in this letter, if any, which are inconsistent with provisions of the contract will not be binding over terms of this contract as otherwise set forth.

GALLINA LLP
CERTIFIED PUBLIC ACCOUNTANTS

June 7, 2016

Clint Quilter
Inyo County Local Transportation Commission
P.O. Drawer Q
Independence, CA 93526-0616

To Mr. Quilter:

We are pleased to provide a proposal and summarize our understanding of the services we will provide the Inyo County Local Transportation Commission.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Inyo County Local Transportation Commission, as of June 30, 2016 and 2017, and for the years then ended and the related notes to the financial statements, which collectively comprise the Inyo County Local Transportation Commission's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that m*anagement's discussion and analysis, and budgetary comparison information* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *the Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

Supplementary information other than RSI will accompany the Inyo County Local Transportation Commission's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual fund statements.
2. Overall Work Program – statement of revenues and expenditures and changes in fund balance – budget and actual by funding source.
3. Schedule of allocations and expenditures.

925 Highland Pointe Drive, Suite 450, Roseville, CA 95678-5423
tel: 916.784.7800 ■ fax: 916.784.7850 ■ www.gallina.com

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and in accordance with *Government Auditing Standards,* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, in accordance with *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Inyo County Local Transportation Commission's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Nonattest Services

We will also assist in the preparation of the financial statements of the Inyo County Local Transportation Commission in conformity with the accounting principles generally accepted in the United States of America based on information provided by you.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

c. To provide us with:

   i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;

   ii. Additional information that we may request from management for the purpose of the audit; and

   iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;

e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and

f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and

g. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to our assistance in the preparation of the financial statements and any other nonattest services we perform, the Inyo County Local Transportation Commission's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring on going activities. As part of our audit process, we will

request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Inyo County Local Transportation Commission's basic financial statements. Our report will be addressed to the governing body of Inyo County Local Transportation Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In accordance with the statutes, rules, and regulations of the California Transportation Development Act and the allocation instructions and resolutions of the Local Transportation Commission, we will also issue a written report describing the scope of our testing over compliance over financial reporting, including the results of that testing. However, providing an opinion on compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion based on a mutually agreed schedule. We expect to issue all audit reports no later than March 31, 2017 and 2018 for the fiscal years ending June 30, 2016 and 2017, respectively.

Elba Zuniga is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising GALLINA LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility and include out-of-pocket expenses. Invoices will be rendered after completion of interim fieldwork, year-end fieldwork and delivery of the reports and are payable upon presentation. Our proposed fees are as follows:

	2016	2017	Total
Annual Fiscal and Compliance Audit	$ 6,200	$ 6,200	$ 12,400

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Inyo County Local Transportation Commission's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of GALLINA LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State Controller and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of GALLINA LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

The parties agree that any controversy or claim arising out of or relating to the services provided pursuant to this engagement letter agreement shall be determined by arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award rendered by the arbitrator(s) may be rendered in any court of competent jurisdiction

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Gallina LLP

GALLINA LLP

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Inyo County Local Transportation Commission by:

Name: _____

Title: _____

Date: _____

P&N Postlethwaite & Netterville

A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners
Gallina LLP
and the Peer Review Committee of the California Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Gallina LLP (the firm) in effect for the year ended May 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews of regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Gallina LLP, in effect for the year ended May 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gallina LLP has received a rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
October 29, 2015

8550 United Plaza Blvd, Suite 1001 • Baton Rouge, LA 70809 • Tel: 225.922.4600 • Fax: 225.922.4611

925 Highland Pointe Drive, Suite 450, Roseville, CA 95678-5423
tel: 916.784.7800 ■ fax: 916.784.7850 ■ www.gallina.com

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
20

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUN 21 2016

SUBJECT: Approval of the contract for on-call Architectural and Engineering (A&E) Consultant Services with Quincy Engineering Inc. (Quincy) of Rancho Cordova, California, for Engineering Services for the Ed Powers Bike Lanes Project (Project) in an amount not to exceed $77,500.00.

DEPARTMENTAL RECOMMENDATIONS:

A. Request your Board approve the Contract between the County of Inyo and Quincy Engineering, Inc. of Rancho Cordova, California for on-call A&E Consultant Services in the amount not to exceed $77,500.00 for the period of June 21, 2016 through June 20, 2019; and

B. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures, and upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department is currently in the construction phase of the Project and recently selected Quincy as the most qualified consultant to perform the construction management and materials testing work.

The Project consists of widening of Ed Powers Road to accommodate two 4-foot bike lanes. The purpose of this project is to provide dedicated facilities to non-motorized users. This project is federally funded.

At the March 15, 2016 meeting of the Board of Supervisors, your Board awarded the construction contract to Spiess Construction Co. Inc. for the construction of the Project.

The County must comply with the California Department Consultant Contract Requirements for Federally funded projects. The consultant contract requirements for Federally funded projects and the required language and documents have been incorporated into this contract.

The County will be reimbursed $420,000.00 for construction costs, and $43,000.00 for construction engineering through the Regional Improvement Program Transportation Enhancement (RIPTE) and up to $140,000 for construction and construction engineering costs through the Local Transportation Commission (LTC) Transportation Enhancement Act (TEA) Exchange Funds.

ALTERNATIVES: Your Board could choose not to approve the contract for on-call A&E consultant services with Quincy for the Ed Powers Road Bicycle Lane Project. This is not recommended because the Public Works Department staff does not have enough qualified staff to perform the construction engineering/management for this project.

OTHER AGENCY INVOLVEMENT: County Counsel, the Auditor, and the Risk manager to review and sign the contract.

FINANCING: The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, Object Code 5738, Ed Powers Bicycle Lanes, and is included in the FY 15/16 and FY 16/17 budgets.

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: Yes Date 5/24/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/1/2016
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 6/9/16

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering services of Quincy Engineering, Inc. (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 Clint Quilter, Director of Public Works. 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 June 21, 2016 to June 20, 2019 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. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Clint Quilter, Director of Public Works. 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 Seventy-seven thousand Five hundred 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) 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.

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, s, 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 Consultant, 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-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. 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-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:

Public Works Department - Attn: Chantel Brown	Department
P.O. Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering, Inc. - Attn: Jim Foster	Name
11017 Cobblerock Drive, Suite 100	Address
Rancho Cordova, 95670	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 ~~Qunicy~~ Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____
Signature

John S. Quincy
Print or Type Name

Dated: 5/3/16

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 Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

SCOPE OF WORK:

Quincy Engineering Inc. will be providing engineering services including but not limited to roadway engineering, structures engineering, and construction inspection services on an on-call basis.

Task 1: Quincy Engineering Inc. will be providing construction inspection, quality assurance, construction contract management for the Ed Powers Bicycle Lanes Project as included in this Attachment A.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract. Travel and per diem costs will be reimbursed as described in Attachment C to the contract. The contractor may be required to modify its work as necessary to meet the task objectives. Modification to the agreed scope of work for Task 1, or level of effort required to meet the Task 1 objective will be incorporated into the contract by amendment, as described in Section 22, Amendment, of the Contract.

Introduction

The County of Inyo Department of Public Works (County) is requesting proposals to provide engineering services for the Ed Powers Bicycle Lanes Project.

Quincy Engineering (Quincy) has developed a Team to provide the County with Construction Management and Inspection services. Our Team has an established reputation for managing federally funded road and bridge construction projects. We have the resources and experience necessary to meet Local Agency and Caltrans standards and practices and successfully pass a post-construction project records audit.

Our understanding of this project is based on the following:

- Request for Proposal
- Project Plans, Specifications, and Estimate
- Field observations and site visits
- Conversations with County representatives
- Our Team's collective engineering judgment and design experience
- Our Assistant Resident Engineer's 30 years of experience working for Inyo County and as the Resident Engineer for the original construction of Ed Powers Road

Our proposal demonstrates the following:

- Quincy Team's qualifications for this bicycle lane project
- Our understanding of Caltrans construction procedures
- Experience in successfully managing the construction of similar federally funded projects
- Strategies to address construction issues before they become problems

Project Understanding and Approach

We have prepared a summary of our understanding of project issues for this project.

Existing Site | The project is located several miles west to the town of Bishop, CA on Ed Powers Road between the intersections of Interstate Highway 395 and State Route 168.

Proposed Project | In general, the work involves saw cutting and removing one-foot of asphalt from the existing Ed Powers Road and constructing a new paved seven-foot widening. The centerline of the road will be shifted to allow for two new bike lanes, one on each side. The new pavement includes three-inches of Hot Mix Asphalt (HMA) over six-inches of Class 2 Aggregate Base. Shoulder backing will be used to transition the new pavement to the existing ground.

The project is divided into two (2) segments involving the Base Bid and Alternate Bid:

- Base Bid - The Base Bid is a 7,050 foot segment which begins at the intersection with Interstate Highway 395.
- Alternate Bid - The Alternate Bid is a 5,561 segment which continues to the Ed Powers Road termination at State Route 168.

It is our understanding that the County has authorized the ***Base Bid portion only***.

Schedule | The project special provisions allow 30-working days to complete the work. We anticipate the project will start in early April and conclude in June of 2016. ***The anticipated construction schedule can be found at the end of this section.***

Construction Issues | We have identified a list of key project components as follows:

- ✓ Permit Compliance
- ✓ SWPPP Monitoring
- ✓ Contractor Access/Staging
- ✓ Source Inspection and Acceptance of Materials
- ✓ Control of Project Budget

- ✓ Project Documentation
- ✓ Thermoplastic Markings
- ✓ Schedule Control
- ✓ Opportunity for County Involvement and Training
- ✓ Local Knowledge

Permit Compliance: Compliance with the ***California Department of Transportation (Caltrans)*** encroachment permits, for connection to the state highway at each end of the project, will be required. Based on the NEPA CE, coordination with the Caltrans archeologist for protection of Environmentally Sensitive Areas (ESA's) will also be required. We will coordinate with Caltrans at project kick-off and provide ongoing communication throughout the project.

Our proposed Assistant Resident Engineer, John Snyder, is a former Inyo County Construction Manager. Throughout his 30 year career with the County, John has developed relationships with numerous agencies, including Caltrans District 9. His experience will be a critical component to the success of navigating the Caltrans permit process.

SWPPP Monitoring: We understand that the Contractor is required to develop and provide a project Storm Water Pollution Prevention Plan (SWPPP) including selection and implementation of the appropriate Best Management Practices (BMP's).

The SWPPP typically includes several "standard" BMPs such as: fiber rolls and silt fence. These are quite common and very effective when implemented properly. Erosion control, both temporary and permanent, will be closely monitored throughout the duration of the contract to prevent discharge of contaminated storm water.

Traffic Control: Due to the narrow width of Ed Powers Road and tight confines of the County Right-of-Way, the Contractor will need to be diligent about the sequence of constructing the work. Quincy understands that minimizing disruption of the travelling public during construction will be a top priority for the County.

The project special provisions allow the Contractor to close a traffic lane, utilizing one-way traffic control or a pilot car during working hours. Full road closures are permitted during working hours but are limited to durations of no more than 30 minutes at a time. The Contractor must restore the full two lanes of travel way width during non-working hours including after 3PM on Fridays, weekends and holidays.

Local traffic may choose to drive around the construction on Ed Powers Road via Brockman Lane, however this is a 6-mile detour. Regardless, if the traffic waits in the queue or detours around, the temporary road closure ***will have a significant impact***.

Thorough review, understanding, and implementation of the Contractor developed Traffic Handling Plans (THP) will be key to implementing traffic control safely and effectively. Our CM staff will work with the Contractor to ensure that they have taken all aspects into account when they are developing their THP. Constant monitoring and periodic adjustments by our Team will minimize delays and reduce complaints to County staff.

Existing utilities: The plans indicate the presence of an underground fiber optic line located within the County right-of-way. This was verified during our site visit by observation of marking posts indicating the approximate location of the line.

Our experience has shown that a significant amount of utility coordination will be required even if there is only one utility within the project footprint. The Contractor is typically responsible for coordination and cooperation with utility owners for location and protection of existing utilities. However, as the representative of the County, Quincy will be ***diligent and proactive*** in contacting and arranging meetings to facilitate and assist in timely resolution of utility-related issues – ***avoiding delays and impacts to the schedule***.

While we do not anticipate that we will encounter the fiber optic line due to the limited depth of the proposed work, as the County's representative we will verify that the Contractor has provided timely notification to the utility locating service and that any ground markings are observed and protective measures followed by the Contractor.

Contractor Access/Staging: Due to the linear nature of the project, we anticipate the Contractor will require one or more temporary staging areas located on or near Ed Powers Road. Staging areas may be used to store equipment, materials, and employee vehicles.

Frequently, Contractors perform work in logical sequence to allow for changes in the availability of materials or based on the schedules of their subcontractors. Occasionally, this could lead to an unanticipated problem by getting ahead of the work for an area that is incomplete. Quincy staff will monitor the work at hand and track future work to be performed to identify potential issues before they happen.

Source Inspection and Acceptance of Materials: The use of engineered materials and products require source documentation, inspection, and independent testing to ensure that the work is completed in compliance with the contract documents. We anticipate, at a minimum, performing source inspection at the hot mix asphalt batch plant.

Engineered materials, such as Class 2 Aggregate Base, will be sampled by our subconsultant **Kleinfelder** upon delivery to the site for Quality Assurance testing. Other pre-manufactured materials, such as striping paint, will be accepted with a Certificate of Compliance.

Control of Project Budget: We recognize that the County is working within a defined budget for the project. Quincy understands that project monies must be constantly monitored and wisely spent. With that in mind, Quincy will diligently track construction quantities, extra work materials, equipment, and man hours, as well as our own internal construction engineering budget. Anytime a budgeted item appears to be significantly over or under running the estimated quantity, we will advise the County of the situation, investigate the cause, and develop a recommended course of action. Quincy has recently developed some new management tools for tracking and keeping the County informed of the budget vs completion.

Project Documentation: Most funding sources, especially Federal sources, come with the requirement that the County meet a specific standard of care for project documentation. Most times, these Federal sources employ project audits to evaluate the quality of the bookkeeping employed by Quincy.

The true history of any construction project is captured in its documents. Every letter, submittal, diary, materials report, meeting minutes, etc. will be recorded and filed in the project records. As our standard system, the records will be filed under the Caltrans 63 category filing system and will be constantly maintained throughout the life of the project.

On past projects, ***Caltrans and FHWA*** personnel have performed comprehensive and ***thorough audits*** of our project records and we ***have passed with "flying colors"***.

While administering projects for ***Inyo County***, our proposed Assistant Resident Engineer, John Snyder, has experienced several Caltrans audits and the Local Assistance Engineer suggested that John should "teach a class" because of his thorough bookkeeping and understanding of the process.

We believe that ***solid project documentation*** is fundamental and of equal importance to any other critical project issue. We take pride in knowing that the County can rest assured that reimbursement for project expenditures will not be at risk due to our thorough and complete project documentation protocols.

Thermoplastic Markings: During review of the project plans, we noted that most of the pavement markings are called out to be painted. However, the bicycle lane markings were indicated to be thermoplastic. While thermoplastic is typically more durable that paint, this can be problematic in areas above the snow line that are plowed. The snow plow has a tendency to scrape off the thermoplastic markings. However, it passes right over the painted markings without issue. This may be a typo because the bid item list does not include thermoplastic markings. We recommend that the County verify the intent of the design and use painted markings, if possible.

Schedule Control: Managing the project schedule will be key to this "quick" project. With only 30 working days, the Contractor will need to keep on top of critical submittals and timeliness of scheduling his work.

This project requires a Critical Path Method (CPM) progress schedule and an assessment of liquidated damages (LDs) of ***$3,000 per day*** for overall project completion. The CPM schedule must include activities that account for timely submittal of traffic control plans, mix designs, or any such documents that require review and the time allowed for that review.

Requiring the Contractor to establish and update a monthly critical path schedule will facilitate our ability to determine the *Controlling Item of Work* and monitor the Contractor's planned progress. A formal CPM schedule will reduce the conflicts between the County, the Team, and the Contractor concerning the interpretation of delays and should help reduce expensive claim resolution after the project has been completed.

Local Knowledge: Quincy has been involved with the development of numerous County transportation projects for nearly ten years and has developed relationships with State and local agency personnel, including County staff, Caltrans, California Department of Fish and Wildlife, and numerous utility companies.

Additionally, our Assistant Resident Engineer, John Snyder, previously worked for Inyo County and has been a resident of Bishop all of his life. Quincy will utilize this knowledge and these relationships to quickly and efficiently resolve any project issues to the best possible outcome for this project, including resolution and minimizing potential delays and claims by the Contractor.

Approach to Construction Management and Inspection

Services are anticipated in the Preconstruction, Construction, and Construction Completion/Closeout Phases. **We have reviewed the County's RFP and submit the following approach for the construction management of this bicycle lane project.**

For 25 years, Quincy has provided construction management services to California agencies on a project-specific basis and on an on-call basis. Based on our past experience, we know how to capably dovetail into a project with a short lead time, assign the appropriate staff, and complete the project successfully. Moreover, our Team has comprehensive experience with local agencies and Caltrans highway and bridge construction policies, state and local compliance, and permitting procedures, and excellent knowledge of the Caltrans Standard Specifications, project special provisions, the Caltrans Construction Manual, and the Caltrans Field Office procedures (which are the most often adopted procedures used by local agencies). Having frequently worked with Inyo County, we are also fully aware of the County's Codes and Regulations, as well as your administrative processes.

Contract Management

Upon selection by the County, our Construction Manager, Steve Mellon, will finalize the Work Plan that addresses staffing and assignments; scope of work and deliverables; budget; and schedule. The Work Plan provides definitive directions to the project Team, as agreed to by the County. The plan will address, at a minimum, the following:

The careful selection of the Team's assignments is paramount to the project's success. Technical and administrative project tasks need to be assigned to capable staff to be completed efficiently. An experienced RE with a relevant project background and a skilled Assistant Resident Engineer will intimately understand how to best manage the contractor; how to best inspect the contractor's work; and how to best manage the materials testing. This type of proper staff assignment will keep Construction Change Orders (CCO) and contractor claims to a minimum.

Our proposed Resident Engineer will be ***Leland Mason*** and our Assistant Resident Engineer/Inspector will be **John Snyder**.

They will be supported by our staff of technical experts, including Principal-in-Charge, ***Jim Foster***; and Project Engineer ***Robert Ferguson,*** as well as our specialty subconsultants:

- **Kleinfelder (Materials Testing)**
- **Panorama Environmental (Optional Task for Environmental Support)**

Our subconsultants will be held to Quincy's QA/QC standards.

Please see the Organizational Chart for additional details of the rest of the Team.

Team meetings: In order to facilitate informed discussions and decisions and achieve Team consensus on solutions and action items (and prompt follow-through), Team meetings must be regularly held and their results distributed.

Effective communication mediums: A complete contact list facilitating face-to-face, phone, email, written documents, and fax is tailored to meet the project needs.

Scheduled Quality Control (QC) processes: The project schedule will be designed to provide for thorough QC protocols and Independent Assurance (IA) protocols.

Maintaining a "Project First" attitude in coordinating with Construction Contractors: When this is achieved, construction is easy, straight forward, and accomplished with minimal issues. We are a Team, and right is right and wrong is wrong, for all parties. When this is established, it creates a "fair" environment for all and project success is achieved.

Construction Inspection Services

Accurate daily reports and quantity calculation records are vital to proper field inspection documentation. Our Quincy CM staff will keep detailed daily construction reports for each assigned task. This may include:

- ✓ Daily on-the-job inspection of construction work to ensure compliance with the contract plans and specifications, and enforcement of other requirements specified by the permitting agencies.
- ✓ Prepare and submit weekly reports such as: the Weekly Statement of Working Days that documents weather and working days expended, and the Weekly Newsletter that summarizes work completed the last week and work anticipated in the next week.
- ✓ Prepare daily inspection reports documenting construction activities, Contractor's equipment and personnel, and other operations related to the project.
- ✓ Assure that the Contractor's operations are being conducted in a safe manner in accordance with CAL/OSHA requirements and the contract documents.
- ✓ Take progress photographs and file them in the appropriate category.
- ✓ Mark up a field set of drawings to incorporate in the contract record drawing markups.
- ✓ Confirm the set times to perform materials sampling and testing. Take field measurements and perform quantity calculations. Determine the percentage of contract work completed.
- ✓ Coordinate and conduct final inspection and prepare punch lists.

Materials Testing

Our Caltrans-certified materials sampling/testing subconsultant, will provide test results for the laboratory testing of soils; roadway base materials; and hot mix asphalt production samples in accordance with the County's Quality Assurance Program (QAP) Manual. Turnaround times will vary based on the test methods and project constraints, but typically standard test results, such as gradations and compaction tests, will be submitted within 24 hours.

Survey Verification

Due to the straight forward nature of this project and that all new construction is being controlled by the existing roadway configuration, we anticipate that project layout will be accomplished using the design plans and field measurements. Identifying the locations of new work and establishing the 'start' and 'stop' points can be achieved by measuring from the existing roadway features. Therefore, survey layout and verification may not be required. With this in mind, Quincy field staff will frequently verify the Contractor's layout so that there are no surprises. Optionally, Quincy can work with the County to provide a surveying subconsultant for these services.

Labor Compliance

Quincy staff will perform Labor Compliance review activities of the Contractor and subcontractors during construction. It is anticipated that Labor Compliance will consist of the following:

Pre-Construction Meeting: One of the most important aspects of assuring labor compliance on a project is to conduct a thorough pre-construction meeting with the Contractor. In addition to discussing other important project issues, this meeting sets the framework for establishing the labor standards parameters. Quincy's meeting agenda includes discussion and handouts of the following items:

- ✓ Contractor's/Subcontractor's registration with Department of Industrial Relations
- ✓ Appropriate State and Federal Prevailing Wages
- ✓ State and Federal Labor Standard Provisions
- ✓ Payroll Reporting Forms
- ✓ Fringe Benefit Payments
- ✓ Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wages
- ✓ Posting Requirement of Notice to All Employees
- ✓ Apprenticeship Requirements

Discussion of these important issues will be preserved in the meeting minutes.

Certified Payroll Records: Review all of the certified payroll records on a regular basis and compare them to the wage determinations in effect. Improprieties or inadvertent errors on the payrolls will be communicated in writing to the Contractor with a request for corrective action.

On-Site Monitoring: A significant step in determining project labor standards compliance is to conduct on-site employee interviews. It is critical to have early detection of potential violations. Interviews will be conducted with workers to conform to Davis-Bacon and State prevailing wage requirements of up to 10% of each trade and compared to the contractor's certified payroll records to ascertain that the correct classification, hours and wages were paid.

Payroll Audits: Appropriately, upon receipt of certified payroll records, employee interview forms and other available documents, e.g., inspector daily logs, etc., conduct various payroll audits (through its examination of records), to determine if the prime and subcontractors have met labor standards compliance.

Environmental Monitoring

Environmental monitoring is anticipated to be minimal and will be accomplished through cooperative efforts between the County, Quincy field staff, and Caltrans. Quincy staff have experience on numerous projects to make sure the work remains in compliance with the project permits. However, in the event that environmental consulting services are required, Quincy has included Panorama on the Team with tasks which can be implemented as an option at the discretion of the County.

Quality Assurance/Quality Control

Quality Assurance and Quality Control (QA/QC) is particularly important on all construction projects and especially on federally funded transportation projects. When construction activities commence, the importance of a well-structured Quality Control Plan (QCP) is critical; involving coordination at a highly responsive level to avoid delays and added project costs. The project QCP will be complimentary to the County's Quality Assurance Program (QAP) and Caltrans Construction Manual/Local Programs Manual, including identifying testing frequency tables that are applied to the numerous materials incorporated into work on the construction contract. All members of our Quincy Team will be fully aware of the plan at all points throughout the term of the project, leaving no room for error.

Quincy Engineering ensures that a project QCP is implemented for each project. Construction activities will follow Caltrans' prescribed and preferred measures. In general, our procedures and methods of documentation include:

Daily and weekly progress reports: Thorough and concise reports, including use of supplemental inspection checklists.

Material Certifications: Consistent and complete attention to construction material certification, completion of Field Inspection Reports, and use of Field Inspection tags.

Critical Work Conferences: Insistence on comprehensive pre-construction and pre-operation conferences to discuss critical work before it happens.

Quantities Review: Regular review of installed quantities to ensure adequate frequency of field testing.

Inspection and Testing: Use of appropriately trained and certified construction inspectors and testing technicians. Non-certified personnel are not allowed to perform field or non-field materials testing.

Plans Monitoring and Maintenance: Monitoring of traffic control, safety, and environmental compliance plans and activities and consistent maintenance of red-lined plans, non-conformance, and other field logs.

Quality: Fully completed and available documentation for Caltrans review audits; and submittal of material samples for Caltrans quality verification.

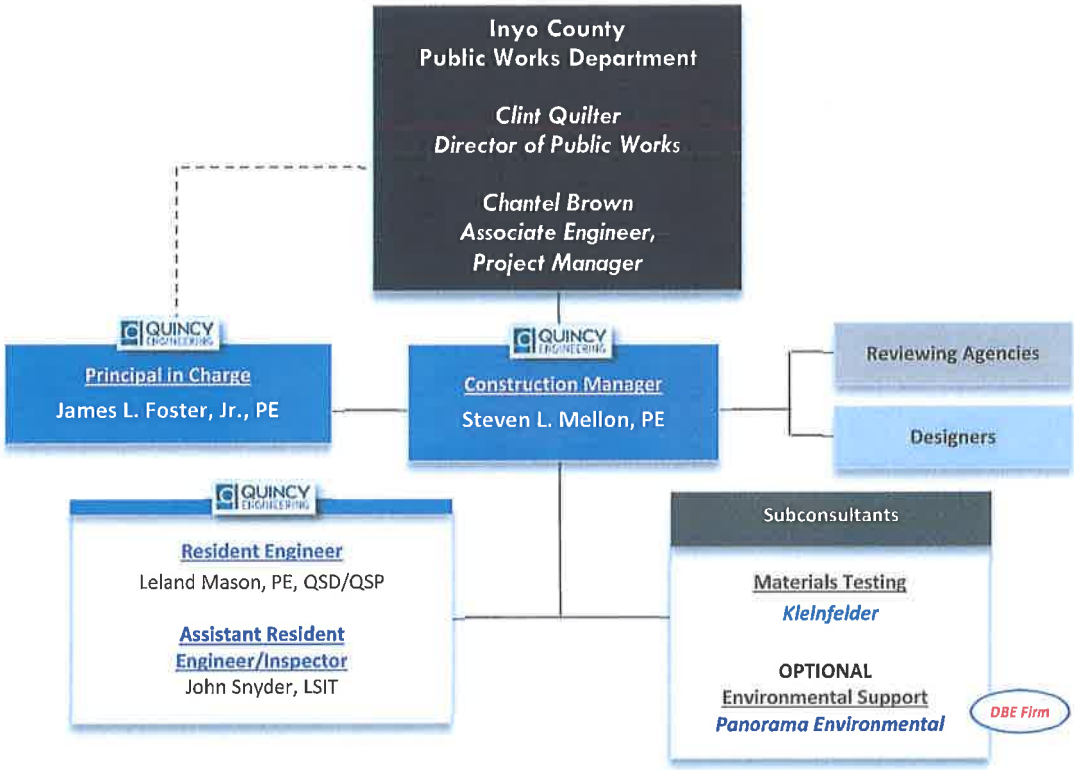
Our Team understands the importance of strict adherence to the process. Our **Construction Manager, Steve Mellon, is a registered engineer** with comprehensive experience in transportation construction and Caltrans standards and specifications. He will oversee the work of our Team and is responsible for ensuring incorporated materials are in compliance and all required testing is properly performed and inspected. Quincy is committed to maintaining a high level of training for our construction staff, which includes materials testing, general construction inspection, bridge inspection, asphalt paving inspection, erosion and sediment control, environmental compliance, and traffic safety.

Cost Control

The Quincy Team has a proven track record of completing projects on time, within budget and with excellent quality. We accomplish this by continuously monitoring progress and budget expenditures of our project Team. Quincy incorporates a comprehensive project management plan that follows the guidelines provided in the Caltrans Project Management Handbook.

Our cost and schedule control starts by making sure task order assignments are given to the appropriate staff with the expertise that aligns with the needs of the project. Correctly maintaining the budget is achieved through application of several different cost tracking methods. This includes tracking progress (i.e., percent complete) and comparing to costs incurred in order to assess the project's budget status. Our **Construction Manager**, **Steve Mellon**, will monitor the project's progress on a frequent basis.

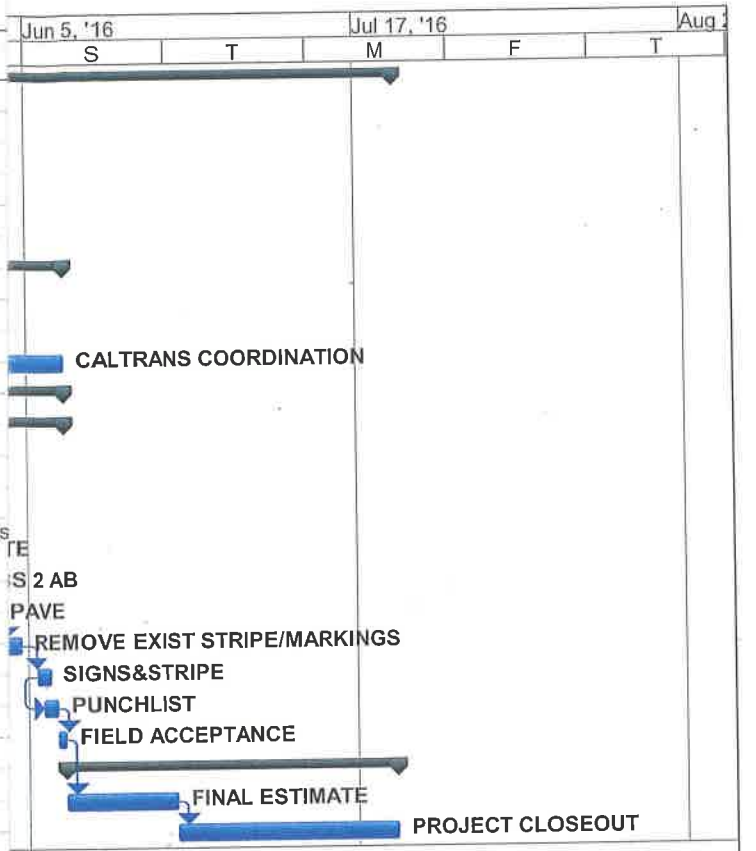
Organizational Chart and Staffing Plan



Role	Staff Name	Responsibilities
Principal-in-Charge	James L. Foster, Jr., PE	In charge of overseeing major project decisions and assuring that County needs are met.
Construction Manager	Steven L. Mellon, PE	Contractual point of contact for the County. In charge of implementing the Work Plan addressing staffing and assignments; scope of work and deliverables; budget; and schedule. Supports field staff with equipment, materials, and manpower.
Resident Engineer	Leland Mason, PE, QSD/QSP	Project specific point of contact to the County and Contractor. Responsible for performance of Scope Tasks 1-3 including coordinating/scheduling subconsultants. Supervises and provides inspection including daily observance of Contractor manpower, equipment, work, and workmanship. Writes daily reports documenting conversations, decisions, incidents and progress. Coordinates material testing.
Assistant Resident Engineer	John Snyder, LSIT	Under the direction of the RE, and as needed by the project demands, will perform daily observation of Contractor's manpower, equipment, work, and workmanship, and will coordinate with Caltrans Archeology per the ESA Action Plan. Writes daily reports documenting conversations, decisions, incidents, and progress.
Materials Testing	Kleinfelder	Responsible for testing on-site materials to ensure that they comply with the project special provisions and the County QAP.
OPTIONAL Environmental Support	Panorama Environmental	Responsible for providing additional environmental support to assist with permit compliance and unexpected biological or cultural findings during construction, as needed.

Attachment A

ID		Task Name
1		**Ed Powers Road Bike Lanes Project**
2		**Award Contract**
3		Board Approval of Contractor Contract
4		Board Approval of Consultant Contract
5		Notice to Proceed (Contractor)
6		Notice to Proceed (CM Consultant)
7		**PreConstruction**
8		PreCon Meeting
9		Submittal Review
10		Caltrans Coordination
11		**Construction**
12		**Ed Powers Road (Sta 10+00 to 80+50)**
13		Place Construction Area Signs
14		Contractor Mobilize to Site
15		Place ESA Fencing (in cooperation with Caltrans
16		Roadway Excavation
17		Place Class 2 Aggregate Base
18		Pave Bike Lane
19		Remove Existing Striping/Pavement Markings
20		Place New Signs/Stripe/Pavement Markings
21		Punchlist
22		Field Acceptance
23		**Post Construction**
24		Final Estimate
25		Project Closeout



Project: Inyo Co_Ed Powers Bike Lane
Date: Wed 3/16/16

Task	
Milestone	◆
Summary	
Rolled Up Task	
Rolled Up Milestone	◇

lline

Work Plan

The following Work Plan (Scope of Work) identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of this project. Upon negotiation with the County, Quincy will finalize a detailed scope of work for this project for approval by the County.

This Work Plan is based on Quincy's current understanding of the project and the following assumptions:

Construction operations are anticipated to include:

- ✓ Temporary Traffic Control and Lane Closures
- ✓ Saw-cutting the edge of pavement
- ✓ Roadway excavation
- ✓ Roadway base and pavement placement
- ✓ Erosion control measures
- ✓ Signing and striping

- Construction will start in early April 2016 and end in June 2016. The CONTRACTOR will take no more than **30 Working Days** to complete the project.
- The County has awarded the **Base Bid** portion of the contract only.
- Quincy assumes that there will be minimal non-working days caused by weather or other elements during the contract.
- The CONTRACTOR will be working normal shifts throughout the project (no overtime or weekend work is anticipated). Quincy anticipates that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- Quincy's level of effort for pre-construction and project construction closeout activities is estimated to be 162 hours.
- The COUNTY and QUINCY will agree to project 'start' and 'stop' points for the project. QUINCY will review CONTRACTOR layouts based on existing conditions.
- Kleinfelder will provide materials sampling and testing for Quincy. Their level of effort is dependent on the CONTRACTOR'S operation and ability to meet the contract requirements.
- Environmental coordination and monitoring will be performed by Caltrans, The County, and Quincy.

Task 1 - Pre-Construction Services:

Our Team will perform the following, as required:

- Thoroughly review the plans, specifications, RE pending files, permits, agreements, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- Prepare and conduct a coordination meeting with the County, Design Team, and other affected agencies and stakeholders.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Quincy field staff, County staff, and the Contractor. It is critical that all parties work as a Team. Quincy will assist with implementing a partnering agreement with the Contractor if one is pursued for the project.
- Establish a photo record for the project site to document pre-construction conditions.
- Quincy will develop a project records filing system based on the County template or the Caltrans 63 Category System (detailed in the Caltrans Construction Manual) that will be passed onto the County once the project is completed.

Task 2 - Field Inspection and Management

Quincy staff will perform the following, as required:

- Establish and maintain project control including:
  - On-site organization;
  - Internal and external lines of communication and authority;
  - Procedures for coordinating with the County, Designers, materials sampling and testing, layout control, and layout verification, and environmental monitors.
- Enforce Federal and State laws for occupational safety and health standards for all construction observation activities. Regularly attend Contractor tailgate safety meetings as appropriate. Perform formal construction site safety reviews at least every five working days, or more frequently as required by the work at hand. Report accidents to appropriate authorities as soon as possible. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- Audit Contractor compliance with Federal funding requirements including:
  - Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages;
  - Performing field labor compliance and EEO interviews;
  - Monitoring Contractor apprenticeship programs to assure compliance with all State and Federal laws.
- Prepare and conduct weekly progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees within one week of the meeting.
- Coordinate with Caltrans and any other permitting agencies for Contractor permit compliance.
- Coordinate cooperation with State and Local Agencies, public utilities, property owners, and the general public. Assist the County with public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- Coordinate and observe utility work by utility companies (not part of the Contractor's responsibility) for compliance with project documents, if applicable.
- Coordinate/perform review and approval of project material submittals and shop drawings.
- Verify that material submittals comply with the Buy America federal funding requirement.
- Coordinate material sampling and testing for quality assurance.
- Perform ongoing observation of job site safety and construction work and notify County personnel in advance of any significant activities to permit their participation.
- Reviewing, monitor, and document changes to the Contractor's schedule. This includes identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines. Review and coordinate monthly schedule updates for critical path activities with the Contractor and keep record of contract time and time extensions.
- Review Contractor-developed submittals for authorization for the staging, Traffic Handling Plan, hazardous substance prevention and contingency plan, worker and community health and safety, and any other Contractor-developed plans.
- Develop and maintain a log of Contractor-developed plan and Requests for Information (RFI) submittals to ensure a timely and efficient procedure for processing submittals. RFI correspondence will be flagged if they may result in a Change Order, including initial requests and subsequent responses..
- Provide observation of the Contractor's work with appropriately trained and qualified field staff to ensure that the work substantially complies with the plans and specifications by continuously monitoring, evaluating, approving and rejecting the Contractor's work, as applicable.
- With the assistance of the County and the designers, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- Notify the County immediately of any errors or omissions in the contract documents and coordinate with the County's designer.

- Prepare daily, weekly, and monthly reports as required by the County. Daily records will contain progress of the project, weather history, Contractor's activities, number of workers on site, problems encountered, and other relevant information.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Prepare estimates for extra work necessitated by differing site conditions, unforeseen work, etc.
- Prepare Contractor pay applications for progress work by computing and field verifying pay quantities pursuant to the County and/or Caltrans process. Pay applications will meet the requirements for conditional/unconditional releases, preliminary notices and stop work notices as applicable.
- Negotiate and prepare contract change orders (CCO) for authorization by the County as agreed to by the Contractor.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work to be completed as unit cost, lump sum, or force account.
- In the event that it appears that the Contractor may submit a claim for extra work, maintain records so that the County can successfully resolve the claim.
- Maintain a set of full-size black-line plans to be used for "Final As-built" drawings and note all changes to this set as they occur.
- Take photographs regularly during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- Maintain project records on a daily basis such that the records are organized and complete.
- Attend a project walk through with County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory.
- Attend a final project walk through with County and Contractor personnel to determine that all "punch list" of items of work have been completed.

Materials Testing

Materials sampling and testing will be performed by our subconsultant, Kleinfelder. They will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program. Typical tests include:

  - Compaction Testing
  - Gradation, Cleanness Value, and Sand Equivalent
  - HMA batch plant inspections
  - HMA density

- Quincy staff will coordinate timely testing and determination of correct testing methods and procedures for the work. Quincy will also accept or reject materials based on test results.
- Quincy staff will coordinate source inspection.

Task 3 - Post-Construction

Quincy staff will perform the following as required during this task:

- Perform final observation of the project upon completion to confirm substantial conformity with the PS&E.
- Compute the final quantities and prepare the final estimate.
- Determine over-runs and under-runs and explanations of each.
- Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- Finalize full-size black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Post- completion claims and dispute resolution.

- ***Contract Claims:***
  Assist the County to attempt to resolve field problems and disputes at the lowest level to minimize potential impacts to the project. In the event that it appears that the Contractor may submit a notice of potential claim for extra work, evaluate and attempt to resolve the Contractor's potential claims in the field. Immediately notify the County of the Contractor's potential claim. In the event that the potential claim cannot be immediately resolved, make recommendations to the County for subsequent actions. Maintain records so that the County can refute the claim.

  Due to the nature of Contract Claims and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible within the allocated administration and inspection budget, we will assist the County in resolving the claims. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.

- ***Dispute Resolution:***
  Due to the nature of Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun) this task is specifically excluded from our scope and cost proposal.

  If Dispute Resolution is needed, a contract amendment for this additional work will be requested.

Task 4 - Environmental Support and Site Visit (Optional Task)

This optional task would be implemented at the discretion of the County. The cost for this task is not included in our cost proposal.

Environmental Desktop Support

Panorama will provide as-needed environmental support services throughout the construction process. Panorama understands that construction would occur between U.S. 395 and Red Hill Road. Protected biological resources are not located within this portion of the project area. All biological concerns identified during the project planning process were limited to the area south of Red Hill Road. Environmental concerns regarding cultural resources were identified between U.S. 395 and Red Hill Road. Environmentally Sensitive Area (ESA) fencing placed as directed by the Caltrans PQS Archaeologist would avoid impacts to cultural resources. No field work or monitoring for cultural or biological resource concerns is needed. Panorama will be available to provide environmental assistance such as on the placement of fencing, or if biological resources are unexpectedly encountered during project construction, as requested by the County. This service would be limited to phone conversations to provide advice, look up information for the County or Quincy, provide maps to the County or Quincy, and coordinate with Caltrans, etc.

Site Visit

Panorama will travel to the project area to conduct one field visit if requested by the County. A site visit may be conducted to attend preconstruction meetings, document avoidance areas, or provide input on environmental issues that arise during construction. The site visit would be conducted only if the County deems that a site inspection is necessary. Panorama would coordinate with the County and Quincy to determine whether a site visit would be appropriate and which tasks would be conducted on the site visit. The Panorama staff person will perform the following tasks while on site:

- Document construction activities and avoidance areas
- Record field notes and the status of mitigation
- Document any deficiencies and report to the on-site construction manager and the County
- Attend a meeting with the County, Quincy, the contractor, or Caltrans

Panorama will prepare a brief memo detailing the observations made during the site visit and will identify any issues observed while on site. Corrective actions will be identified if necessary.

- Panorama will not inspect BMPs pursuant to the SWPPP, but will make observations if obvious issues are visible.
- One staff member will travel to the project site to conduct one site visit.
- Panorama assumes that up to 5 hours of time will be provided under Environmental Desktop Support.
- The total time for this Site Visit is 24 hours, including travel, the site visit itself, follow up and preparing the memo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

SCHEDULE OF FEES:

The contractor shall be compensated at the rates shown in Quincy Engineering Inc.'s rate sheet of this Attachment B for the services described as Task 1 in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described as Task 1 in Attachment A to the contract, Scope of Work.

The costs shown for Task 1 in Attachment A to the contract, Scope of Work, are estimates of probable costs incurred by the contractor. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

Attachment B

March 17, 2016

Inyo County Public Works Department
P.O. Box Q
168 N. Edwards Street
Independence, CA 93526
Ms. Chantel Brown, Associate Engineer

Re: RFP for Construction Engineering Services for Ed Powers Road Bicycle Lane Project

Cost Proposal

Dear Ms. Brown:

Enclosed is our detailed cost proposal for Construction Engineering Services for the Ed Powers Road Bicycle Lanes Project. I have provided a brief summary below for your quick reference:

Quincy Engineering: **$62,498.22**

- The above cost is to provide *Construction Engineering and Inspection* services.
  - Services will include pre-construction preparations and field meetings
  - Field inspection and management (assuming 30 working days at 8 hours per day)
  - Post-construction project close-out

Kleinfelder: **$15,001.78**

- The above cost is to provide *Materials Testing* services.
  - Field material testing (assuming four field days at 4 hours each)
  - Laboratory materials testing

Total Cost Proposal: **$77,500.00**

Please refer to our Work Plan in our *Proposal for Engineering Services* package for a detailed description of our scope of work.

Enclosed herein is our detail cost proposal, including the following:

- Quincy Cost Proposal summary sheet
- Quincy Hours summary sheet
- Quincy Exhibit 10-H: Cost Proposal
- Kleinfelder Exhibit 10-H: Cost Proposal
- Quincy 2016 Hourly Rate sheet
- Quincy 10-O2 sheet per Caltrans LAPM

We appreciate the opportunity to submit our cost proposal to you and look forward to hearing back from you soon.

Sincerely,

QUINCY ENGINEERING, INC.

Steven L. Mellon, PE
Construction Manager

Cost Proposal

Attachment B

Inyo County - CE for Ed Powers Road Bicycle Lanes Project

Construction Engineering and Inspection Services

Date: 4/6/2016

Quincy Engineering, Inc.

	Direct Labor:		$19,983.40
	Escalation for Multi-Year Project (0.0%):		$0.00
	Subtotal		$19,983.40
	Overhead (1.639):		$32,752.79
A.	Labor Subtotal		**$52,736.19**

Subconsultant Costs:

Kleinfelder			$15,001.78
Panorama (OPTIONAL)	up to $5,000	(Does not add to total)	$0.00
0			$0.00
0			$0.00
0			$0.00
0			$0.00
0			$0.00
0			$0.00
0			$0.00
B. Subconsultant Subtotal			**$15,001.78**

Other Direct Costs:

(1). RE Per diem:	6.0 days	@ $85 per day	$510.00
(2). RE Vehicle:	0.0 days	@ $67 per day	$0.00
(3). ARE Per diem:	0.0 days	@ $85 per day	$0.00
(4). ARE Vehicle:	0.0 days	@ $67 per day	$0.00
(5). Inspector Per diem:	0.0 days	@ $85 per day	$0.00
(6). Inspector Vehicle:	0.0 days	@ $67 per day	$0.00
(7). CM Per diem:	0.0 days	@ $85 per day	$0.00
(8). CM Vehicle:	0.0 days	@ $67 per day	$0.00
(9). Misc. Field supplies :			$61.41
(10). Office Trailer:	0.0 months	@ $300 per month	$0.00
(11). Mileage:	1800.0 miles	@ $0.54 per mile	$972.00
(12). Prevailing Wage Differential:			$2,945.00
C. Other Direct Cost Subtotal:			**$4,488.41**

Labor Subtotal A. =	$52,736.19
Fixed Fee (10.0%):	$5,273.62
Subconsultant Subtotal B. =	$15,001.78
Fixed Fee (0.0%):	$0.00
Other Direct Cost Subtotal: C. =	$4,488.41
Fixed Fee (0.0%):	$0.00
TOTAL =	**$77,500.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Attachment B

	Project Number: Ixx-xxx	Project Name: Inyo County - CE for Ed Powers Road Bicycle Lane										
	TASKS	Project Manager	Construction Manager	Resident Engineer	Construction Inspector	Assoc Eng.	Admin Asst	Quincy Total Hours	Quincy NLF Budget	Kleinfelder	Panorama (OPTIONAL)	Subconsultant Subtotal
		JF	SM	LM	JS	RF	PJ		Actual Labor Multiplier			
No.	Initial Hourly Rate	$76.70	$76.70	$62.10	$45.77	$48.40	$35.20					
	Construction Engineering and Inspection Services								**2.903**			
1	Pre-Construction	1	1	20	40		2	64	$9,570			$0
								0	$0			$0
2	Construction			40	240	3		283	$39,520			$0
								0	$0			$0
								0	$0			$0
3	Materials Testing							0	$0	$15,002		$15,002
								0	$0			$0
4	Environmental Support and Site Visit (OPTIONAL)							0	$0			$0
								0	$0			$0
5	Post-Construction			20	40			60	$8,920			$0
												$0
	Subtotal- Hours	**1**	**1**	**80**	**320**	**3**	**2**	**407**				0
	Other Direct Costs								**$4,488**			0
	Total Cost	$77	$77	$4,968	$14,646	$145	$70	**$19,983**	**$62,498**	**$15,002**	**$0**	**$15,002**

QUINCY ENGINEERING

Attachment B

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No. Inyo County - CE for Ed Powers Road Bicycle Lanes Project

Consultant Quincy Engineering, Inc.

Date 4/6/2016

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Project Manager	James Foster	JF	$62-$84	1	$76.70	$ 76.70
Construction Manager	Steve Mellon	SM	$22-$63	1	$76.70	$ 76.70
Resident Engineer	Leland Mason	LM	$62-$84	80	$62.10	$ 4,968.00
Construction Inspector	John Snyder	JS	$22-$63	320	$45.77	$ 14,646.40
Assoc Eng.	Robert Ferguson	RF	$33-$60	3	$48.40	$ 145.20
Admin Asst	Phyllis Jordan	PJ	$11-$39	2	$35.20	$ 70.40
				407		

LABOR COSTS

a) Subtotal Direct Labor Costs	$19,983.40	
b) Escalation for Multi-Year Project (0.0%):	$0.00	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	**$19,983.40**	$19,983.40

FRINGE BENEFITS

d) Fringe Benefits (Rate: 39.0%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	$7,793.53	$7,793.53

INDIRECT COSTS

f) Overhead (Rate: 96.6%):		
g) Overhead [(c) x (f)]	$19,303.96	
h) General Administration (Rate: 28.3%):		
i) Gen & Admin [(c) x (h)]	$5,655.30	
j) TOTAL INDIRECT COSTS [(g) + (i)]	**$24,959.27**	$24,959.27

FIXED FEE (Profit)

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	**$5,273.62**	$5,273.62

OTHER DIRECT COSTS (ODC)

RE Per diem	6	$ 85.00	per day	$510.00	
RE Vehicle	0	$ 67.00	per day	$0.00	
ARE Per diem	0	$ 85.00	per day	$0.00	
ARE Vehicle	0	$ 67.00	per day	$0.00	
Inspector Per diem	0	$ 85.00	per day	$0.00	
Inspector Vehicle	0	$ 67.00	per day	$0.00	
CM Per diem	0	$ 85.00	per day	$0.00	
CM Vehicle	0	$ 67.00	per day	$0.00	
Misc. Field supplies	0	$ -		$61.41	
Office Trailer	0	$ 300.00	per month	$0.00	
Mileage	1800	$ 0.54	per mile	$972.00	
Prevailing Wage Differential				$2,945.00	
m) Other Direct Cost Subtotal:				$4,488.41	$4,488.41

p) Subconsultant Costs *(attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)*	$15,001.78	$15,001.78
r) **TOTAL COST**		**$77,500.00**

Attachment B

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

PROJECT Ed Powers Road Bike Lanes Project Date 17-Mar-16
CONSULTANT Kleinfelder

DIRECT LABOR			**Initial Hourly Rate**		**Total**
Classification	**Hours**				
Senior Principal Engineer	2.0	@	$ 79.00	$	158.00
Senior Engineer	6.0	@	$ 57.00	$	342.00
Project Manager	7.0	@	$ 45.00	$	315.00
Technician - Regular	16.0	@	$ 33.00	$	528.00
Technician - PW Straight	16.0	@	$ 52.00	$	832.00
Technician - Regular*1.5	16.0	@	$ 49.50	$	792.00
Project Administrator	5.0	@	$ 28.00	$	140.00
		@	$	$	-
				$	-
			Subtotal Direct Labor Costs	$	3,107.00

Total Direct Labor Costs				$ 3,107.00
FRINGE BENEFITS	**Rate**		**Total**	
Fringe Benefits	61.20%	$	1,901.48	
Total Fringe Benefits				$ 1,901.48
INDIRECT COSTS				
Overhead/General and Administrative	118.28%	$	3,674.96	
Total Indirect Costs				$ 3,674.96
FEE @ 10%				$ 868.34
OTHER COSTS				
Travel & Per Diem		$	1,280.00	
Lab Testing		$	4,170.00	
Drilling Subcontractor		$	-	
DBE Traffic Control Sub.		$	-	
Total Other Costs				$ 5,450.00
TOTAL COSTS				**$ 15,001.78**

QUINCY ENGINEERING

Attachment B

Inyo County - On-Call A&E Consultant Services
Year 2016 Hourly Rates

Rates are effective January 1, 2016 through December 31, 2016

Labor by Classification	Hourly Rate
Principal Engineer/Principal-in-Charge	$64 - $87
Associate Principal Engineer	$55 - $78
Senior Engineer	$48 - $78
Associate Engineer	$34 - $63
Assistant Engineer*	$27 - $46
Senior Engineering Tech*	$32 - $52
Engineering Tech/Assistant*	$20 - $40
CAD Manager	$34 - $56
CAD Tech*	$22 - $37
Student Assistant/Intern*	$16 - $25
Administrative Assistant/Support Staff*	$12 - $40
Senior Project Manager/Proj Manager	$52 - $87
Project Manager Assistant	$25 - $45
Project Engineer	$36 - $75
Resident Engineer/Bridge Rep	$42 - $75
Senior Inspector*	$36 - $65
Inspector*	$25 - $50
Environmental	
Environmental Manager	$52 - $67
Surveying - Office Classifications	
Senior Surveyor/ Survey Department Manager	$39 - $62
Associate Surveyor/Project Surveyor	$36 - $47
Survey Technician*	$29 - $42
Surveying - Field Classifications	
Party Chief*	$29 - $63
Instrumentman*	$29 - $47
Chainman/Rodman*	$29 - $47
One Man Crew*	$29 - $63
Two Man Crew*	$75 - $130

Overhead Rate	163.89%

Other Direct Costs		
Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($0.54/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem	up to	$180 per day
Long Term Per Diem	up to	$85 per day
Field Vehicle	up to	$67 per day
Field Computer/Printer		$220 per month
Field Cellular Phone		$130 per month
Prevailing Wage**		billed with overhead and fee
Miscellaneous		Cost

Fee	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates subject to an annual escalation of up to 3.5% per year

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Contractor shall be compensated at the rates shown in Quincy Engineering Inc.'s Year 2016 Travel and Per Diem of Attachment B, Schedule of Fees, for the services described as Task 1 in Attachment A to the contract, Scope of Work.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

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)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the 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 Entity**.

Waiver of Subrogation

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

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 Dat***e 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 Entity 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 Entity 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 Entity 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

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

FEDERAL FUNDS ADDENDUM

1. Section 11, 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 Quincy Engineering, Inc
FOR THE PROVISION OF Engineering Services **SERVICES**

TERM:

FROM: June 21, 2016 **TO:** June 20, 2019

FEDERAL FUNDS ADDENDUM

6. **Consultant'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 Consultant 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 Consultant 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.

10. DISCLOSURE OF LOBBYING ACTIVIES. Exhibit 10-Q "Disclosure of Lobbying Activities".

11. CONSULTANT MANAGEMENT POSITION CONFLICT OF INTEREST CONFIDENTIALITY STATEMENT. Exhibit 10-U "Consultant In Management Position Conflict Of Interest Statement".

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Quincy Engineering, Inc, whose address is 11017 Cobblerock Drive, Rancho Cordova CA, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, foror in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

5/3/06
(Date)

(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Public Works Director of the County of Inyo Public Works Dept. and that the consulting firm of Quincy Engineering Inc. ,or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ, retain, agree to employ or retain, any firm or person, or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

04.18.16
(Date)

(Signature)

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

[NA] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[NA] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[NA] a. initial
b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[NA] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

NA

7. Federal Program Name/Description:

CFDA Number, if applicable NA

8. Federal Action Number, if known:

NA

9. Award Amount, if known:

NA

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

NA

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI) NA

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ NA [ ] actual [ ] planned

13. Form of Payment (check all that apply): NA

[ ] a. cash
[ ] b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

[ ] a. retainer
[ ] b. one-time fee NA
[ ] c. commission
[ ] d. contingent fee
[ ] e. deferred

THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS ACTIVITY AS WE DO NOT ENGAGE IN LOBBYING ACTIVITIES

15. Brief Description of Services Performed or to be perform officer(s), employee(s), or member(s) contacted, for Pay

(attach Continuation Sh

16. Continuation Sheet(s) attached: Yes [ ] No [ ]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: John Quincy

Print Name: John Quincy

Title: President, Quincy Engineering

Telephone No.: 916-368-9181 Date: 01/07/16

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:
On-Call A & E Consultant Services

APPLICABILITY: Applicable to local agency consultants in management positions.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement.

☒ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.

☒ I hereby certify as follows:

1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

☒ I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: 4/29/2016

Signed: _____

Name: John S. Quincy

Title: President

Dept./Local Agency: _____

Employer: Quincy Engineering, Inc.

REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

☐ that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;

☐ that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: _____ Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and Supervisor's statement.

☐ Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.

☐ Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.

☐ The consultant's time is not considered eligible for either Federal or State reimbursement.

☐ The local agency is not considered eligible for either Federal or State reimbursement.

Date: _____ (DLAE) Signed: _____

Name: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with signature

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: June 21, 2016

SUBJECT: Letter of Support for the Senate Energy and Natural Resources Committee to schedule a hearing for H.R. 496 designating the Alabama Hills a National Scenic Area

DEPARTMENTAL RECOMMENDATION:

Request your Board consider correspondence requesting the Senate Energy and Natural Resources Committee schedule a hearing for H.R. 496 designating the Alabama Hills a National Scenic Area

SUMMARY DISCUSSION:

In March 2015, our Board approved a letter supporting Congressman Cook's introduction House Resolution 496, a bill to establish the Alabama Hills National Scenic Area. We noted that the proposed legislation represents the culmination of years of work by the Alabama Hills Stewardship Group build local community consensus to obtain National Scenic Area designation for the Alabama Hills.

Subsequently, Senator Feinstein, included the Alabama Hills National Scenic Area designation as part of her California Desert Conservation and Recreation Act legislation. There now appears to be agreement to have the Senate consider H.R. 496 as stand-alone legislation rather than as part of different bills that would need to be reconciled in Conference Committee.

A draft letter to Senator Murkowski, Chairperson of the Senate Energy and Natural Resources Committee, asking that the Committee schedule a hearing on H.R. 496 accompanies this Agenda Request Form for your board's consideration.

ALTERNATIVES:

Your Board can choose to modify the letter, or not send the letter.

OTHER AGENCY INVOLVEMENT:

Designations within the National Landscape Conservation System are made through acts of Congress. If National Scenic Area designation is conferred to the Alabama Hills, the designation will be implemented through the development of a more detailed Management Plan by the Bureau of Land Management. The development of the Management Plan will be guided by the Purpose cited in the implementing legislation.

FINANCING:

N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 6/16/16
(The Original plus 20 copies of this document are required)

BOARD OF SUPERVISORS
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

June 21, 2016

The Honorable Lisa Murkowski
Chairperson, Senate Energy and Natural Resources Committee
Energy and Natural Resources Committee Office
304 Dirksen Senate Building
Washington, DC 20510

Subject: Support for HR 496 establishing the Alabama Hills National Scenic Area

Dear Chair Murkowski:

The Inyo County Board of Supervisors unequivocally supports H.R. 496 to establish the Alabama Hills National Scenic Area, and requests that the Senate Energy and Natural Resources Committee schedule a hearing for H.R. 496 as soon as possible so that this bill can move forward and reach the President's desk this year.

This legislation is important for Inyo County and embodies the efforts of the Alabama Hills Stewardship Group to obtain local consensus and support for protecting the Alabama Hills, and the activities that Americans and visitors have enjoyed in this special place for the past 100 years. The Alabama Hills Stewardship Group has worked tirelessly for many years to address the concerns of County residents and public lands users, and the Board of Supervisors applauds this exemplary community-based initiative. The Board also recognizes the work and care to develop legislation that purposefully ensures that the future management of the Alabama Hills does not eliminate the specific uses the community seeks to protect.

We believe the benefits of protecting one of Inyo County's treasured landscapes – so that future generations can enjoy the same access, uses, and scenery that residents and visitors have experienced in the Alabama Hills up to this time – are self-evident.

Thank you for considering our request to have the Senate Energy and Natural Resources Committee hold a hearing on H.R. 496 sooner than later.

Sincerely,

Jeff Griffiths
Chairperson, Inyo County Board of Supervisors

cc: The Honorable Dianne Feinstein
The Honorable Maria Cantwell
The Honorable Colonel Paul Cook (ret.)
Kevin Mazzu, Alabama Hills Stewardship Group

MEMBERS OF THE BOARD • DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • MARK TILLEMANS • MATT KINGSLEY
KEVIN D. CARUNCHIO • *Clerk of the Board*

For Clerk's Use Only:
AGENDA NUMBER

22

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING June 21, 2016

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 6/16/16
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 21, 2016

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 6/16/16
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 21, 2016

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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