

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.

September 6, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT1557557 (Munro Petition for Writ of Mandate)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9. (*one case*)
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §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

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS** – The following employees will be introduced to the Board: Denise Hutten, Assistant Civil Engineer, Public Works; and Talaya Allen, Child Support Specialist, Child Support Division.

9. **ADMINISTRATION**

Purchasing – Request Board award Bid No. 2016-03, Printing for Fiscal Year 2016-2017, to the Hannigan Company, Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for the Fiscal Year 2016-2017.

10. **AUDITOR-CONTROLLER**

Request Board adopt the attached Resolution 2016-____, titled, “A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2016-2017 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts.”

11. Request the Board adopt the attached Resolution 2016-____, titled, “A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2016-2017 Pursuant to Government Code Section 29100.”

12. **CLERK-RECORDER**

Request Board approve End User License Agreement with AtPac for Software, License, Maintenance and Support for a period of five years, contingent upon the Board's adoption of future budgets.

HEALTH AND HUMAN SERVICES

13. **Health and Human Services** – Request Board approve an annual bulk purchase of ESTA bus passes for Health and Human Services programs in an amount not to exceed \$20,906.15, contingent upon the adoption of the Fiscal Year 2016-2017 Budget.
14. **Behavioral Health Division** – Request Board approve the Trafficking Victims Protection Act policy related to the provision of Substance Use Disorder services.
15. **Emergency Medical Services** – Recommend Board request from the Inland Counties Emergency Medical Agency (ICEMA) a waiver of medical control and compliance fees assessed on June 1, 2016 for each volunteer entity providing ambulance services in Inyo County, and authorize the Chairperson to sign a letter requesting such waiver.
16. **Public Health** – Request Board appoint Anna Scott, HHS Deputy Director-Public Health and Prevention, to be Inyo County's designee to the County Health Executives Association of California.

PUBLIC WORKS

17. Request your Board: A) 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 \$94,750 for the period of September 6, 2016 through September 5, 2019; and B) authorize the Chairperson to execute the project contract contingent upon obtaining appropriate signatures and the adoption of the Fiscal Year 2016-2017 budget and future budgets.
18. Request Board: A) approve the plans and specifications for the County Buildings Flooring Project; and B) authorize the Public Works Director to advertise and bid the project.
19. Request Board: A) declare Nichols Consulting Engineers, Chtd. (NCE) as a sole-source provider; B) approve Contract No. 156 between the County of Inyo and NCE for pavement management services in an amount not to exceed \$266,104, for the period of July 1, 2016 to June 30, 2022; and C) authorize the Chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of future budgets.

20. Request Board approve the sole-source blanket purchase order for Supervisory Control and Data Acquisition (SCADA) communications components from Muniquep, LLC in the amount of \$40,000, contingent upon the Board's adoption of the Fiscal Year 2016-2017 Budget.
21. Request Board: A) approve the contract between the County of Inyo and Double D Electric for the provision of electrical services and incidental materials in an amount of \$40,000 for the period of September 7, 2016 through October 7, 2016, and authorize the Chairperson to sign; B) approve the Plans and Specifications; and C) authorize the Public Works Director to sign contract amendments to the extent permitted by law.

SHERIFF'S OFFICE

22. Request Board: A) declare the California Department of Justice a sole-source provider of processing and verification of fingerprints of applicants; and B) authorize the issuance of a blanket purchase order in the amount of \$15,000.

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

23. **AGRICULTURAL COMMISSIONER** – Request Board consider the letters of interest received for appointment to the Agriculture Resource Advisory Board and make the following four appointments: one Board Member representing the category of “President of the Inyo-Mono Farm Bureau or their Appointee,” to a three-year term expiring August 22, 2018; one Board Member representing the category of “President of the Inyo-Mono Cattleman's Association or their Appointee,” to a three-year term ending August 22, 2018; one Board Member representing the category of “Los Angeles Department of Water and Power Lessee,” to serve a three-year term ending August 22, 2018; and one Board Member representing the “Eastern Sierra Tri-County Fair Board Chair or their Appointee,” to serve the remainder of a vacant three-year term ending August 22, 2018.
24. **PUBLIC WORKS** – Request Board: A) award the bid for the construction contract for the West Bishop Roadway Reconstruction Project to Qualcon Contractors, Inc. of Minden, Nevada; B) award the construction contract for the project to Qualcon Contractors, Inc. of Minden, Nevada in the amount of \$2,197,425; C) authorize the Chairperson to execute the contract, contingent upon obtaining appropriate signatures; and D) authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.
25. **HEALTH AND HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of Social Services and Mental Health funding (no General Funds) for the position of Adult Services Supervisor exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one Adult Services Supervisor at Range 76 (\$5,059 - \$6,151).
26. **PLANNING** – Request Board review the SPARC commitment-to-participate letter (attachment); potentially authorizing the Chairperson to sign; and direct staff to send.
27. **COUNTY COUNSEL** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Deputy County Counsel position comes from the General Fund as certified by County Counsel, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one Deputy County Counsel I-IV at Ranges 81-89 (\$5,692 - \$8,417).
28. **COUNTY ADMINISTRATOR** – Request Board appoint Chairman Griffiths and Supervisor Tillemans, as the County's representatives to the Eastern Sierra Council of Governments (ESCOG), to an ESCOG Subcommittee comprised of representatives from the County of Inyo and Town of Mammoth to evaluate the most efficient way to expand and diversify long-term regional air service to the Eastern Sierra.
29. **COUNTY ADMINISTRATOR – Emergency Services** – 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.

30. **COUNTY ADMINISTRATOR – Emergency Services** – 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.
31. **COUNTY ADMINISTRATOR – Emergency Services** – 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 of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
32. **CLERK OF THE BOARD** – Request the Board approve the minutes of the regular Board of Supervisors meetings of July 19, 2016, July 26, 2016, and August 2, 2016.

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

1:30 p.m. 33. **COUNTY ADMINISTRATOR – Public Hearing** – Fiscal Year 2016-2017 County Budget

- a. Public comment
- b. Review and adopt the Fiscal Year 2016-2017 County Budget according to the following schedule.

If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 16, 2016, the 10-day deadline to complete the Budget Hearings.

I. Budget Message: Introduction and Summary of Fiscal Year 2016-2017 CAO Recommended Budget

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

PUBLIC COMMENT

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

34. ***Mono County Board of Supervisors*** – Letter to California Water Commission Chairperson Joseph Byrne in support of Inyo County's request for modifications of the Owens Valley Groundwater Basin.
35. ***Department of Alcoholic Beverage Control*** – Application for Alcoholic Beverage License from Death Valley Brewing in Tecopa.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

1

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

FROM: Administration-Purchasing
By Emma Bills, Assistant Purchasing Agent

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Award of Bid No. 2016-03 Printing for 2016-17 FY

DEPARTMENTAL RECOMMENDATION:

Request award of Bid No. 2016-03, Printing for Fiscal Year 2016-2017 to the The Hanigan Company Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for the Fiscal Year 2016-2017.

SUMMARY DISCUSSION:

The items on this bid consist of letterhead, forms, envelopes, business cards, etc., that the departments anticipate needing during the coming year.

Bid packets were mailed and the bid was advertised. Following is a recap of the bids: (please note that listed amounts do not include sales tax)

<u>VENDOR</u>	<u>AMOUNT BID</u>
Community Printing & Publishing	No Bid Received
Alex Printing	No Bid Received
The Hanigan Company Inc.	\$20,171.00

It is recommended that The Hanigan Company Inc. be awarded the contract.

ALTERNATIVES:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this alternative is not recommended. The Purchasing Department through competitive process has obtained the best prices available.

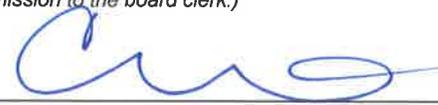
OTHER AGENCY INVOLVEMENT:

The departments submitted samples of each item to be included in the bid, with a description and quantity they anticipate ordering, to Purchasing for the bidding process.

FINANCING:

Traditionally, County departments have included the cost for printing needs in the appropriations in their budgets.

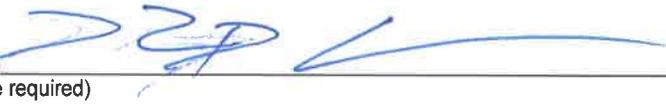
APPROVALS

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: <u>yes</u> Date <u>8/17/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/17/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 08-19-2016



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Amy Shepard, Auditor-Controller

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: 2016-2017 GANN Appropriation Limit for Property Taxes

DEPARTMENTAL RECOMMENDATION:

Request the Board adopt the attached Resolution 2016-____, accepting the calculations of the appropriation limitation for the County of Inyo for fiscal year 2016-2017.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2016-2017 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2016-2017 proposed proceeds of taxes and the calculated 2016-2017 limitation is \$41,031,143.00

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2016-2017 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

ALTERNATIVES:

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

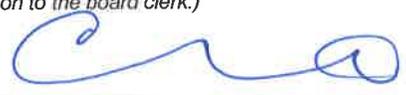
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

N/A since Inyo County is below the limit.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/17/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/12/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

 _____ Date: _____

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2016-17

	2014-2015 Limit	Population Change	Per Capita Change	2015-2016 Limit	Population Change	Per Capita Change	2016-2017 Limit
Big Pine Lighting	47,112.96	0.9995	1.0382	48,888.22	1.0016	1.0537	51,595.94
Independence Lighting	46,968.28	0.9995	1.0382	48,738.09	1.0016	1.0537	51,437.49
Lone Pine Lighting	67,559.63	0.9995	1.0382	70,105.34	1.0016	1.0537	73,988.18
Big Pine Fire	304,709.49	0.9995	1.0382	316,191.21	1.0016	1.0537	333,703.75
Bishop Fire	478,686.42	0.9995	1.0382	496,723.76	1.0016	1.0537	524,235.26
Independence Fire	209,170.59	0.9995	1.0382	217,052.33	1.0016	1.0537	229,073.97
Lone Pine Fire	260,667.67	0.9995	1.0382	270,489.86	1.0016	1.0537	285,471.19
Big Pine Cemetery	64,643.64	0.9995	1.0382	67,079.47	1.0016	1.0537	70,794.73
Independence Cemetery	149,480.68	0.9995	1.0382	155,113.24	1.0016	1.0537	163,704.33
Mt. Whitney Cemetery	103,959.16	0.9995	1.0382	107,876.44	1.0016	1.0537	113,851.27
Pioneer Cemetery	386,991.11	0.9995	1.0382	401,573.28	1.0016	1.0537	423,814.79
Tecopa Cemetery	10,850.00	0.9995	1.0382	11,258.84	1.0016	1.0537	11,882.42
Darwin CSD	15,918.91	0.9995	1.0382	16,518.75	1.0016	1.0537	17,433.65
Olancha CSD	129,146.65	0.9995	1.0382	134,013.01	1.0016	1.0537	141,435.45
Westridge CSD	81,107.16	0.9995	1.0382	84,163.35	1.0016	1.0537	88,824.82
Southern Inyo Emergency	108,262.66	0.9995	1.0382	112,342.10	1.0016	1.0537	118,564.27
INYO COUNTY	37,466,100.30	0.9995	1.0382	38,877,856.68	1.0016	1.0537	41,031,142.54

**GANN Limit Calculation
Based on Projected Revenues
Fiscal Year Ending June 30, 2017**

	Projected FY 16-17
Current Secured Taxes - 4001	10,355,280
Current Unsecured Taxes - 4004	1,034,770
Current Unsecured Aircraft Tax - 4005	29,000
SB813 Distributions - 4008	47,009
Sales Tax - 4062 & 4063	1,155,000
Real Property Transfer Tax - 4082	57,000
Transient Occupancy Tax - 4083	2,782,500
Transaction & Use Tax - 4085	1,350,000
Interest on Tax Funds - 4303	2,237
Homeowners Property Tax Relief - 4472	<u>74,000</u>
	16,886,796

2015-2016 Limitation (Using Per Capita personal Income % Change)	38,877,857
2016-2017 Population Factor	1.0016
2016-2017 Per Capita Factor	<u>1.0537</u>
2016-2017 Appropriation Limit	41,031,143
2016-2017 Proceeds of Taxes	<u>(16,886,796)</u>
Amount Under Limitation	24,144,347

RESOLUTION 2016-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2016-2017 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2016-2017; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2016-2017 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2016-2017 as shown on Attachment A is hereby established as \$ 41,031,143.00, such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2016-2017 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

Consent Departmental Correspondence Action

Hearing

Schedule time for Closed Session Informational

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: 2016-2017 Property Tax Rates

DEPARTMENTAL RECOMMENDATIONS:

Request the Board adopt Resolution 2016- , setting the property tax rates for 2016-2017, per California Government Code Section 29100.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

ALTERNATIVES:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2016-2017 general fund revenue secured taxes, totals \$10,355,280.00. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER AGENCY INVOLVEMENT:

School district and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

FINANCING:

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

APPROVALS

COUNTY COUNSEL:

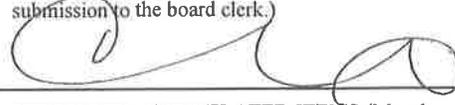
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: Yes Date 8/19/16

AUDITOR/CONTROLLER

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



Approved: 8/19 Date 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: 8/30/16

RESOLUTION 2016-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2016-2017
PURSUANT TO GOVERNMENT CODE SECTION 29100**

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2016-2017 as follows:

County Wide	1.000000%
Big Pine Unified School District - 2005 Debt	.038205%
Bishop Elementary – 2000 Debt and 2016 Refunding	.017972%
Bishop Unified – 2000 Debt and 2016 Refunding	.008974%
Owens Valley Unified School District – 2014 Refunding	.038328%
Round Valley Elementary – 1999 Debt	.032456%
Northern Inyo Hospital District – 2005 & 2015 Refunding	.060075%
Unitary & Operating Non-Unitary	.160177%
Northern Inyo Hospital – Gann Limit Refund	(.012901)%

PASSED AND ADOPTED this sixth of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk=s Use Only: AGENDA NUMBER 12

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

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

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Approval of End User License Agreement with AtPac for Software License, Maintenance and Support

DEPARTMENTAL RECOMMENDATION:

Request Board approve End User License Agreement with AtPac for Software, License, Maintenance and Support for a period of five years, contingent upon the Board's adoption of the future budgets.

SUMMARY DISCUSSION:

AtPac has been the sole source provider of the Recorder's Cashiering and Imaging System (CRiis™) since 2000. CRiis™ is the cashiering system for the Clerk/Recorder & Elections Departments. CRiis™ is also the software system that facilitates the majority of the functions of the Clerk and Recorder Departments including recording land documents, day-forward redaction of social security numbers, issuing Marriage Licenses, indexing and issuing certified copies of Birth, Death and Marriage Records as well as indexing Fictitious Business Name Statements, Notary Bonds and Loyalty Oaths. The Sole Source agreement is justified for several reasons including:

1. A substantial amount of resources, time and energy have been allocated to converting paper records to Micrographics in a TIFF-4 format. Migrating to a new software system would result in excess costs associated with converting all recorded Birth, Death and Marriage records from 1905 to current, all Land Records from 1980 to current and all Fictitious Business Names Statements from 1982 to current from TIFF-4 to PDF-A; a relatively new regulatory requirement when migrating to new systems.
2. The risk of losing crucial data in a data conversion is high and these particular documents require permanent record retention.
3. There would be a significant cost associated with training staff to use a new system to implement a majority of functions within the departments.
4. The current software system works well for the departments, has 24 hour support and is well suited to our needs.

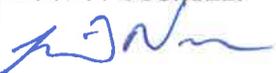
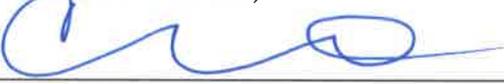
Payment to AtPac in the amount of \$10,772 for the 2016/2017 Fiscal year was approved by the Board of Supervisors on July 19, 2016. Approval of this agreement would extend the term of the current contract for an additional five years, contingent on the adoption of future budgets and the approval of future payments.

ALTERNATIVES:

The Board can deny the request, which would result in the discontinuation of the use of the AtPac Cashiering and Imaging System (CRiis™) at the end of the 2016/2017 fiscal year.

FINANCING:

Future annual payments will be made from the Recorders Micrographic Fund – General Operating Expenses (023401-5311), contingent upon the adoption of future budgets.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>Yes</u> Date: <u>8/22/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>8/23/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

8/23/2016

END USER LICENSE AGREEMENT

This End User License Agreement (this "**Agreement**") is entered into as of 7/1/2016 (the "**Effective Date**") by and between

County of Inyo, State of California
Inyo County Clerk- Recorder

as
Licensee

and

AtPac
13300 New Airport Road, Suite 101
Auburn, CA 95602
Attention Linda Maclam
Telephone-(530) 887-2249
Facsimile-(530) 887-2259

as
Licensor

RECITALS

Whereas, it is the desire of the Licensee to: (i) acquire a software system license (the "**License**") from Licensor; and (ii) to provide the maintenance (the "**Services**"), with the continuing maintenance and license support as described in the County of Inyo Contract for Services dated 3/21/2000 (the "**Contract**"); and

Whereas, it is the desire of Licensor to provide the License and Services to Licensee according to the terms and conditions set forth in this Agreement; and

Whereas, it is the understanding of the parties that Licensor is providing, for a fee, the License and Services in combination with the other products to meet the stated needs of the Licensee.

AGREEMENT

Now therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, the adequacy of which consideration is hereby accepted and acknowledged, the parties mutually agree as follows:

1. Definitions. This Agreement incorporates by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict the definitions provided in this Agreement.

2. License.

2.1 Grant of Rights. Licensor hereby grants Licensee a non-transferable and non-exclusive license to use the Package (as defined below), provided Licensee complies with the terms and conditions set forth below.

2.2 Payment. Licensee shall pay to Licensor a fee for the License rights with other products and obligations defined in this Agreement. All fees for this License and other products and services are described in Exhibit A of this Agreement.

2.3 Package. This License shall apply to the Licensor's functional description of the software products and services listed in Exhibit A of this Agreement, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (collectively the "**Package**").

2.4 License. Copies of the Package created or transferred pursuant to this Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy of the Package itself. Furthermore, Licensee receives no rights to the Package other than those specifically granted in this Section 2. Without limiting the generality of the foregoing, Licensee will not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Package; (ii) use the Package for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Package; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Package's source code.

2.5 Package Use. The Package may only be used, on and in connection with central processing unit(s) ("**System**") identified in Exhibit A, or as they may be from time-to-time moved with the Licensee's operations. Identification of the central processing unit(s) is included in Exhibit A. Unless otherwise identified in this Agreement or its attachments or exhibits, a separate license and license fee is required for each computer system upon which the Package will be used.

3. Confidentiality.

3.1 Confidential Information. Licensee acknowledges that in the course of this Agreement, Licensee may have access to and/or be in possession of Confidential Information (as defined below) of the Licensor. "**Confidential Information**" shall mean Licensor's information regarded by Licensor as confidential, including without limitation: (i) information relating to Licensor's employee, vendor, client or customer information but not including the Licensee's information; (ii) sales and marketing material and methodologies; (iii) financial or business affairs; (iv) the Package, (including without limitation, all software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by Licensor to Licensee; and (v) any other intellectual property, processes, patents, trade secrets, proprietary products or materials of Licensor.

Licensee acknowledges that the Confidential Information is subject to the proprietary rights of Licensor, is a trade secret of Licensor, and is protected by civil and criminal law. Licensee will hold the Confidential Information in strict confidence and in no less a manner than it holds its

own confidential information and will not release or disclose any Confidential Information to third parties unless so required by law or court order. At the option of Licensor, the Licensee will have its employees, agents, officers, and, or sub-contractors execute non-disclosure agreements for the protection of Licensor's Confidential Information.

In the event Licensee is required to disclose any relevant public records under the California Public Records Act (Cal. Gov. Code §6250 et seq.), the Licensee will inform Licensor of such event, but is not obligated to do so prior to disclosing any relevant public records. Licensor will not obstruct Licensee from disclosing any relevant public records.

3.2 Notice Of Rights. Licensee shall reproduce and include the entire notice of proprietary rights of Licensor on all copies of the Package in any form, in whole or in part. Said copies shall only be made as expressly provided by this Agreement.

3.3 Notice Of Unauthorized Use. Licensee shall notify Licensor immediately of known or suspected unauthorized use, access, or possession of the Package or any part thereof.

4. Reproduction.

4.1 Copies. Except as otherwise agreed to in writing by Licensor, neither the Package nor any other documents provided to the Licensee per this Agreement may be copied or reproduced by Licensee. Additional copies of user documentation may be obtained from Licensor. Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this Agreement. Notwithstanding the foregoing, any licensed programs which are provided by Licensor to Licensee under this Agreement in machine readable form may be copied, in whole or in part, in printed machine readable form in sufficient number for use by the Licensee with the designated central processing unit, for backup purposes, or archive purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of Licensor.

4.2 Records and Audit. The Licensee agrees to maintain appropriate records of the number and locations of copies of the Package. The original, and any copies of the Package, in whole or in part, which are made by the Licensee shall be the property of Licensor. This does not imply that Licensor owns the media on which the Package is recorded. Licensee agrees to make its facilities available upon service of written notice as defined under Section 8.3 below for inspection and audit at the cost of Licensor for determination of the number of copies and, or license locations. Licensee will cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of the Package. Such audit will not unreasonably interfere with Licensee's business activities. In the event that an audit reveals unauthorized use of the Package, Licensee will reimburse Licensor for the reasonable cost of the audit, in addition to such other rights and remedies Licensor may have.

5. Term and Termination.

5.1 Term. The term of this Agreement is as set forth in Exhibit A.

5.2 Termination for Cause. Failure to comply with any provisions of this Agreement shall be cause for default and termination. The non-breaching party may terminate this Agreement for material breach by written notice, effective in thirty (30) days after service of notice unless the breaching party first cures such breach. Service is as defined under Section 8.3 below.

5.3 Duty Upon Termination. Upon termination or expiration of this Agreement: (i) any and all fees owed by Licensee to Licensor shall become immediately due and payable; (ii) Licensee will: (a) return the Package to Licensor and all materials of a confidential and/or proprietary nature, as well as any and all copies of the same, and all property (tangible or intangible) belonging to Licensor; or (b) will certify to Licensor in writing through the best efforts of Licensee, and to the best of Licensee's knowledge, the original and all copies, in whole or in part, in any form, of the Package received under the terms of this Agreement or made in connection with this Agreement have been destroyed, except that, upon prior written authorization from Licensor, the Licensee may retain a copy for archive purposes.

6. Warranty.

6.1 Authority. Each party signing this Agreement represents and warrants that, as of the Effective Date, it has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

6.2 EXCEPT AS SET FORTH IN THIS SECTION 6.3, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND/OR EACH OF THE COMPONENT PARTS. LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS DESIGNED.

LICENSOR DOES NOT WARRANT THAT THE PACKAGE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. LICENSOR PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (I) A MODIFICATION OF THE PACKAGE MADE BY ANYONE OTHER THAN LICENSOR, UNLESS LICENSOR APPROVES SUCH MODIFICATION IN WRITING; (II) IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, OR UNAUTHORIZED REPAIR OR INSTALLATION; OR (III) USE OF THE PACKAGE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR SPECIFICATIONS OF THE PACKAGE, OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION OR SPECIFICATIONS.

7. Limitation of Liability. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING STRICT PRODUCT

LIABILITY; (C) EVEN IF LICENSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF LICENSEE'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

If applicable law limits the application of the provision of this Section 7, Licensor's liability will be limited to the maximum extent permissible.

8. General.

8.1 Entire Agreement. This Agreement, and any related attachments, electronic licenses, electronic notices, or exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded. This Agreement may not be modified except by a writing signed by the Licensor and Licensee. Neither party has relied upon any such prior or contemporaneous communications.

8.2 Liens. Licensee shall keep each and every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor, and any act of Licensee, voluntary or involuntary, purporting to create a claim of law or encumbrance on such an item shall be void.

8.3 Notice. All notices, requests, demands and other communications called for or contemplated in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, or five (5) calendar days after being mailed (the date of the mailing shall count as the first day) by United States certified or registered mail, postage prepaid, addressed to the appropriate party at the first above mentioned address or such other address as the parties may designate by written notice in the manner described above.

8.4 Assignment. This Agreement and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the Licensee without the Licensor's express written consent. Any unauthorized attempt by the Licensee to assign any of its rights, duties, or obligations of this Agreement, or any of the Licensor's Package or materials to which this Agreement applies are void.

8.5 Amendment. This Agreement may not be modified except: (i) by authorized representatives of each party; and (ii) in a written amendment signed by both parties.

8.6 Taxes. Licensee is responsible for the payment of any and all taxes or other governmental charges resulting from this license and, or use of the Package, including but not limited to sales taxes, excise taxes, permit fees, governmental license fees, and other such governmental charges associated with the license of the Licensor's materials.

8.7 Delays. Licensor shall not be liable for any damages or penalty for delay in delivery or performance on its part, when such results from cause beyond the control of Licensor, including but not limited to delays in transportation.

8.8 Arbitration. The parties hereby agree that any controversy between the parties to this Agreement involving the construction or application of any term, condition, or promise contained in this Agreement, or with respect to any breach or alleged breach of any obligation, duty, responsibility or covenant contained in this Agreement, may be submitted to arbitration, upon written notice of one party served on the other party, and such arbitration shall be governed by the provisions of the California Arbitration Act, as set forth in the California Code of Civil Procedure.

8.9 Attorney's Fees. If any legal claim or arbitration is brought or commenced by either party to this Agreement against the other for the enforcement of this Agreement or because of an alleged breach or default under this Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and other cost in such action in addition to all other relief to which said party may be entitled.

8.10 Injunctive Relief. If the Licensee attempts to use, copy, license or convey the items supplied by the Licensor under the terms and conditions of this Agreement, in a manner contrary to this Agreement or the terms of any collateral agreement, or in derogation of the Licensor's proprietary rights, whether these rights are explicitly stated in this Agreement or are determined by law, Licensor shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action. The parties agree that a party that violates or threatens to violate this Agreement may cause irreparable injury to the other party, and such irreparable injury entitles the other party to seek injunctive relief in addition to all legal remedies. The prevailing party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

8.11 Waiver. No rights shall be waived, and no breach excused, unless an authorized representative of the waiving or consenting party gives notice in an explicit written waiver. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

8.12 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without reference to such state's principles of conflicts of law. The parties consent to the person and exclusive jurisdiction of the Superior Court of Inyo County, California.

8.13 Severability. If any part of this Agreement is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the Agreement will still be in full force and effect.

8.14 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.

8.15 Conflicts among Attachments. In the event of any conflict between the terms of the main body of this Agreement and those of the Contract or any attachment, the terms of the main body of this Agreement will govern.

8.16 Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

8.17 Construction. The parties agree that the terms of this Agreement resulted from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

8.18 Headings. The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the meaning or interpretation hereof.

8.19 No Third-party Beneficiaries. This Agreement is solely for the benefit of the Licensee and Licensor and shall create no rights of any nature in any person not a party hereto.

8.20 Survival. Section(s) 3 (Confidentiality). 5.4 (Duty Upon Termination). 6 (Warranty). 7 (Limitation of Liability). 8 (General), and any payment obligations covered by this Agreement shall survive any termination or expiration of this Agreement.

8.21 Funding Limitation. The ability of Licensee 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, Licensee has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Licensor of the cancellation, reduction, or modification of available funding. Such notification is not subject to the requirements of Section 8.3 (Notice). Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of Section 8.5 (Amendment).

EXHIBIT A
TO
END USER LICENSE AGREEMENT

This is an identified exhibit to the End User License Agreement ("Agreement") by and between

Licensee: County of Inyo, State of California

Licensor:

AtPac
13300 New Airport Road, Suite 101
Auburn, CA 95602
Attention Linda Maclam
Telephone-(530) 887-2249
Facsimile-(530) 887-2259

1. Term.

The term of the Agreement shall be Five (5) calendar years from the Effective Date of the Agreement unless otherwise terminated by the terms of the Agreement or mutual written agreement of the parties and shall automatically renew in successive two year increments after the initial term subject to the Licensee's funding limitation set forth under Section 8.24 to this Agreement unless otherwise specifically terminated.

2. Fees. Annual Fee(s).

The initial License Fee and Service fees are due and payable in one (1) installment from the date the Package is installed, and annually thereafter for the term of this license.

Annual Maintenance	Fees	Fee Ext.
CRiis TM License, Maintenance and Support Fees	\$10,382.40	\$10,382.40
Day-Forward Redaction	\$927.00	\$927.00
Cyberscience License and Support	\$712.76	\$712.76
Official Records and Fictitious Business Name Hosting	\$206.00	\$206.00
Travel and Per Diem (Reference other Services)	Cost+ 18%	Cost+ 18%
On-Site Training (Per Hour)	\$110.00	\$110.00
Analysis/Consulting	\$185.00	\$185.00
Conversion	\$135.00	\$135.00

Product & Service Fees.

Annual fees may be adjusted upward at the beginning of any biennial period, and shall not increase more than 3% in any biennial period.

The above fees exclude any applicable state taxes, local permit fees, or other fees that may be assessed against the Licensor and if assessed will be charged to the Licensee as a pass through cost.

Maintenance, Support, Service Fees.

Unless otherwise specified these fees are part of the Annual Fees.

File Conversion, File Recovery, Implementation, Training, and Other Fees.

File conversion, implementation, installation, training, and other fees are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders, which shall be made a part of the Agreement. License Service Order Invoices are due and payable when presented, unless otherwise stated on the Licensor's invoice.

Other Services, Materials.

The hourly fee for services not otherwise defined is one hundred fifty-five dollars (\$155.00) per man hour. Materials are invoiced at cost plus eighteen percent (18%). Per Diem rates are as set forth under the applicable General Services Administration. All fees are exclusive of any and all sales taxes, business license, and permit fees. Other services, work or products may be added to this Agreement by the execution of a License Service Order that identifies the work, products or services to be provided or performed and all of the associated fees and costs therewith.

3. Computer Serial Number & Identification.

CRiis™ is licensed to run on the computer central processing unit(s) with a serial number(s) of located at _____.

The number of available user ports/nodes on the CPU/Network is eight (8) concurrent users.

4. Products & Services Functional Descriptions.

For the below-identified included modules, Licensor provides the following services:

Normal business hours are from 8:00AM to 5:00 PM Pacific Standard Time. Electronic problem reporting is available 24 hours a day 7 days a week using the Internet application HDA.

Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.

Internet problem and procedural support from Licensor personnel shall be provided to Licensee identified computer(s).

Electronic problem reporting may be through the Internet application software module HDA. Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and electronic support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties. Response shall be by technically qualified personnel trained in the remediation of Software problems. Licensor will make good faith effort to repair any defects critical to the normal operation of the software and will escalate efforts to most senior personnel within the second day of notification. Escalation of problems that cannot be fixed within eight business hours by

electronic support shall become an on-site call upon request of the Licensee. If the problem is the result of an application software defect there is no charge for the on-site service. Failures that are related to user, network, infrastructure, environment, or other errors on the Licensee's part will be invoiced at the then current on-site rates. If the problem is a combination of errors on the part of both parties, the Licensor will only invoice for the errors caused on the Licensee's part to the extent such errors can be separated and attributable to the Licensee.

- **Maintenance** includes maintenance updates and upgrades of application software. Also included in maintenance is installation, support or error-correction services associated with application software.

- **Revisions and Releases** of the application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.

- **Setup** includes the preparation and setup of hardware and peripheral equipment necessary for implementation of the application software. Additional hardware, not directly associated with the application software, may be setup at a billable rate, and shall be agreed upon by authorized representatives of both parties. See Exhibit A, Section 2, Fees.

Support will be provided during Normal Business Hours, as defined above. Requests for support may be made via telephone or electronically (e-mail). AtPac does not provide support services outside of Normal Business Hours, unless it agrees otherwise. Support services provided outside of Normal Business Hours may be charged for on a time and materials basis.

- **Error correction** shall be provided as follows:

- An "error" for these purposes is any material defect in the software which has an adverse effect on its use or operation.

- If an apparent error in the software occurs, Customer must notify AtPac as soon as reasonably possible to do so. Notification may be by telephone or internet (email).

- AtPac will use any reasonable means to correct errors. AtPac does not have to attend on-site, unless on-site is the only reasonable means of correcting the error.

- **Not covered under Support**

AtPac does not have to provide Support Services (either telephone advice or Error correction) in relation to queries or Errors arising because of any of the following:

- Misuse of the Software (which includes any use of the Software that is not in accordance with the relevant Software License);

- Use of the Software with an operating system or on equipment for which it was not intended or designed;

- Defects in any hardware, equipment or firmware;
- Defects in any Software other than the Software to which this Agreement relates;
- The use of the Software with or on any equipment or operating system not approved by AtPac;
- The use of the Software with or in relation to any other Software not approved by AtPac;
- Use of the Software by anyone who has not been properly trained.
- **Training** shall be provided, for the identified fees set forth at Section 2 of this Exhibit, at the Licensor training facilities or at a Licensee site, as agreed to by Licensor and Licensee, from time-to-time.
- **Custom programming and** consulting services shall be provided for the Licensee, for the fees indicated, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

CRIIS™ application software modules, materials and services included with this License:

Cashiering System

Vital Records

Real Property Records

License Services

Installed Application Software and Patches

Internet Support

800 Telephone Support

Application Software Revisions Only Including mandated changes.

Operating System updates and patches as coordinated by Licensor and Licensee

Other Modules.

Other modules may become available from time-to-time that augment or add to the functions of the Package. These modules (e.g. recording, cashiering, indexing, imaging, OCR, full text retrieval, document management, Internet payments, credit card payments, and other electronic interfaces etc.) are identified as add-on modules and are added at an additional fee at the time of implementation.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
13

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Bulk purchase of Eastern Sierra Transit Authority (ESTA) Bus Passes for Health & Human Services Programs

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an annual bulk purchase of ESTA bus passes for Health & Human Services Programs in an amount not to exceed \$20,906.15, contingent upon the adoption of the FY 16/17 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Health & Human Services would like to do an annual bulk purchase of all bus passes for all eligible Health & Human Services programs in order to take advantage of the opportunity to receive a 10% discount towards the price of some of the passes. There are several programs purchasing the passes, and a spreadsheet is attached detailing the amount of passes and amounts charged to each division. The 10% discount savings total that Health & Human Services would realize is \$1,842.91.

The purchase of passes for the ESAAA program allow seniors to get to the Senior centers for the congregate meals and activities, or to their doctor appointments, and are an allowable CDA Title IIIB Transportation cost. The passes for the Eligibility programs are for participants in the program to get to work places and meet their participation requirements. The Wellness Center purchases allow the program participants to start to become more autonomous in their daily lives and become less dependent on the Mental Health program and staff. The CARES purchases allow clients to travel to/from their doctor appointments without using County resources, and are an allowable expense in the CARES Grant. The Child Protective Services passes and FIRST will be used by clients to get to their required appointments or court dates that they must attend to stay compliant with the program.

ALTERNATIVES:

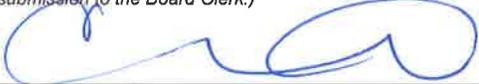
Denying this request would mean that we would not be able to receive the 10% discount for all of the bus passes and would be unable to provide transportation to the clients in these various programs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State, Federal and Realignment funds. The budgets are as follows: ESAAA (683000) - \$10,400.40 in General Operating (5311); Social Services (055800) - \$7072.25 in Support & Care (5501); Mental Health (045200) - \$1944.00 in Support & Care (5501); FIRST (055801) - \$1080.00 in Support and Care (5501); MCAH (641616) - \$382.50 in General Operating (5311) and First 5 (643000) - \$27.00 in Support and Care (5501). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>
	Approved: <u>Yes</u> Date: <u>8/17/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>
	Approved: <u>yes</u> Date: <u>8/19/2016</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-22-16

WCTR'S (D.B.) 045200								
Qty	Unit	Description	Qty	Unit	Description	Qty	Unit	Description
60	One Way Adult	BIG PINE-BISHOP		EMPLOYMENT	055800	60	One Way Adult	BIG PINE-BISHOP
60	One Way Adult	LONE PINE-BISHOP	30	MONTHLY PASS	DIAL-A-RIDE	4	One Way Adult	BISHOP-BIG PINE
60	One Way Adult	INDY-BISHOP	10	10 Punch Adult	BISHOP MULTI-ZONE	4	One Way Adult	BIG PINE-BISHOP
24	One Way Adult	MAMMOTH -BISHOP	40					
16	One Way Adult	BISHOP MULTI-ZONE				60	One Way Adult	LONE PINE-BISHOP
16	10 Punch Adult	BISHOP MULTI-ZONE		ESAAA-BISHOP	683000	10	One Way Adult	BISHOP-LONE PINE
10	10 Punch Adult	DIAL-A-RIDE	275	10-PUNCH	BISHOP/SENIORS	10	One Way Adult	LONE PINE-BISHOP
246						20	One Way Adult	BISHOP-LONE PINE
	VALERIE/ILP	055800	60	ESAAA-LP	683000	60	One Way Adult	INDY-BISHOP
Qty	Unit	Description	200	10 PUNCH	LONE PINE-BISHOP/SENIORS	4	One Way Adult	BISHOP-INDY
32	10 Punch Adult	BISHOP MULTI-ZONE	260		LONE PINE DIAL-A-RIDE/SENIORS	4	One Way Adult	INDY-BISHOP
60	One Way Adult	ZONE 1, BISHOP				20	One Way Adult	BISHOP-INDY
16	One Way Adult	BISHOP MULTI-ZONE		CPS/APS	055800			
10	One Way Adult	BISHOP-LONE PINE	20	One Way Adult	ZONE 1, BISHOP	24	One Way Adult	MAMMOTH -BISHOP
10	One Way Adult	LONE PINE-BISHOP	10	One Way Adult	BISHOP-MAMMOTH	10	One Way Adult	BISHOP-MAMMOTH
10	One Way Adult	BISHOP-MAMMOTH	25	10 PUNCH ADULT	DIAL-A-RIDE	4	One Way Adult	MAMMOTH-BISHOP
4	One Way Adult	MAMMOTH-BISHOP	29	10 PUNCH ADULT	ZONE 1, BISHOP	20	One Way Adult	BISHOP-MAMMOTH
4	One Way Adult	BISHOP-BIG PINE	84			20	One Way Adult	MAMMOTH-BISHOP
4	One Way Adult	BIG PINE-BISHOP				10	One Way Adult	BISHOP-MAMMOTH
4	One Way Adult	BISHOP-INDY						
4	One Way Adult	INDY-BISHOP				16	One Way Adult	BISHOP MULTI-ZONE
158					UNLESS TRULY NEED FOR OUT-LAYING AREAS, JILL SUGGESTED ZONE1 INSTEAD OF MULTI-ZONE	16	One Way Adult	BISHOP MULTI-ZONE
	FIRST	055801		TIM TOPPAS	055800	10	One Way Adult	ZONE 1, BISHOP
Qty	Unit	Description		10-PUNCH	LONE PINE TO BISHOP	20	One Way Adult	ZONE 1, BISHOP
10	MONTHLY PASS	DIAL-A-RIDE	5	10 PUNCH ADULT	DIAL-A-RIDE	60	One Way Adult	ZONE 1, BISHOP
	APRIL-MCAH	641616	7					
Qty	Unit	Description				16	10 Punch Adult	BISHOP MULTI-ZONE
20	One Way Adult	BISHOP-MAMMOTH		INDY/FISCAL	055800	32	10 Punch Adult	BISHOP MULTI-ZONE
20	One Way Adult	MAMMOTH-BISHOP	20	One Way Adult	BISHOP-INDY	10	10 Punch Adult	BISHOP MULTI-ZONE
20	One Way Adult	BISHOP-LONE PINE				10	10 Punch Adult	DIAL-A-RIDE
60						25	10 PUNCH ADULT	DIAL-A-RIDE
	APRIL-SNAP-ED					2	10 PUNCH ADULT	DIAL-A-RIDE
	ADULT	RED MEADOW SHUTTLE DAY PASS				30	MONTHLY PASS	DIAL-A-RIDE
	CHILD	RED MEADOW SHUTTLE DAY PASS		PASSES GOOD UNTIL LABOR DAY WEEKEND NEXT SEASON ALSO.		10	MONTHLY PASS	DIAL-A-RIDE
0							ADULT	RED MEADOW SHUTTLE DAY PASS
	JODY-FIRST 5	643000					CHILD	RED MEADOW SHUTTLE DAY PASS
10	One Way Adult	ZONE 1, BISHOP				275	10-PUNCH	BISHOP/SENIORS
						60	10 PUNCH	LONE PINE-BISHOP/SENIORS
						200	10 PUNCH	LONE PINE DIAL-A-RIDE/SENIORS
						29	10 PUNCH ADULT	ZONE 1, BISHOP
			1170			5	10-PUNCH	LONE PINE TO BISHOP
						1170		

Qty	Unit	Description	Cost Per Pass	Total
60	One Way Adult	BIG PINE-BISHOP	\$3.75	\$225.00
4	One Way Adult	BISHOP-BIG PINE	\$3.75	\$15.00
4	One Way Adult	BIG PINE-BISHOP	\$3.75	\$15.00
60	One Way Adult	LONE PINE-BISHOP	\$7.25	\$435.00
10	One Way Adult	BISHOP-LONE PINE	\$7.25	\$72.50
10	One Way Adult	LONE PINE-BISHOP	\$7.25	\$72.50
20	One Way Adult	BISHOP-LONE PINE	\$7.25	\$145.00
60	One Way Adult	INDY-BISHOP	\$6.50	\$390.00
4	One Way Adult	BISHOP-INDY	\$6.50	\$26.00
4	One Way Adult	INDY-BISHOP	\$6.50	\$26.00
20	One Way Adult	BISHOP-INDY	\$6.50	\$130.00
24	One Way Adult	MAMMOTH-BISHOP	\$7.00	\$168.00
10	One Way Adult	BISHOP-MAMMOTH	\$7.00	\$70.00
4	One Way Adult	MAMMOTH-BISHOP	\$7.00	\$28.00
20	One Way Adult	BISHOP-MAMMOTH	\$7.00	\$140.00
20	One Way Adult	MAMMOTH-BISHOP	\$7.00	\$140.00
10	One Way Adult	BISHOP-MAMMOTH	\$7.00	\$70.00
16	One Way Adult	BISHOP MULTI-ZONE	\$4.20	\$67.20
16	One Way Adult	BISHOP MULTI-ZONE	\$4.20	\$67.20
10	One Way Adult	ZONE 1, BISHOP	\$3.00	\$30.00
20	One Way Adult	ZONE 1, BISHOP	\$3.00	\$60.00
60	One Way Adult	ZONE 1, BISHOP	\$3.00	\$180.00
16	10 Punch Adult	BISHOP MULTI-ZONE	\$37.80	\$604.80
32	10 Punch Adult	BISHOP MULTI-ZONE	\$37.80	\$1,209.60
10	10 Punch Adult	BISHOP MULTI-ZONE	\$37.80	\$378.00
10	10 Punch Adult	DIAL-A-RIDE	\$27.00	\$270.00
25	10 PUNCH ADULT	DIAL-A-RIDE	\$27.00	\$675.00
2	10 PUNCH ADULT	DIAL-A-RIDE	\$27.00	\$54.00
30	MONTHLY PASS	DIAL-A-RIDE	\$108.00	\$3,240.00
10	MONTHLY PASS	DIAL-A-RIDE	\$108.00	\$1,080.00
275	10-PUNCH	BISHOP/SENIORS (10-punch)	\$21.60	\$5,940.00
60	10 PUNCH	LONE PINE-BISHOP/SENIORS (10-punch)	\$21.60	\$1,296.00
200	10 PUNCH	LONE PINE DIAL-A-RIDE/SENIORS	\$21.60	\$4,320.00
29	10 PUNCH ADULT	ZONE 1, BISHOP	\$27.00	\$783.00
5	10- Punch	Lone Pine to Bishop	\$65.25	\$326.25
1170		Total Pass Price		\$22,749.05
		Less 10% Bulk Pass Purchase (excludes Monthly Passes)		\$1,842.91
		Total Due		\$20,906.15

Inyo	Bishop	LP EXP	MAM EXP	REDS	Total
		\$225.00			\$225.00
		\$15.00			\$15.00
		\$15.00			\$15.00
		\$0.00			\$0.00
		\$435.00			\$435.00
		\$72.50			\$72.50
		\$72.50			\$72.50
		\$145.00			\$145.00
		\$0.00			\$0.00
		\$390.00			\$390.00
		\$26.00			\$26.00
		\$26.00			\$26.00
		\$130.00			\$130.00
			\$168.00		\$168.00
			\$70.00		\$70.00
			\$28.00		\$28.00
			\$140.00		\$140.00
			\$140.00		\$140.00
			\$70.00		\$70.00
\$33.60	\$33.60				\$67.20
\$33.60	\$33.60				\$67.20
\$0.00	\$0.00				\$0.00
\$15.00	\$15.00				\$30.00
\$30.00	\$30.00				\$60.00
\$90.00	\$90.00				\$180.00
\$302.40	\$302.40				\$604.80
\$604.80	\$604.80				\$1,209.60
\$189.00	\$189.00				\$378.00
\$135.00	\$135.00				\$270.00
\$337.50	\$337.50				\$675.00
\$27.00	\$27.00				\$54.00
\$1,620.00	\$1,620.00				\$3,240.00
\$540.00	\$540.00				\$1,080.00
\$2,970.00	\$2,970.00				\$5,940.00
\$1,296.00					\$1,296.00
\$4,320.00					\$4,320.00
\$391.50	\$391.50				\$783.00
		\$326.25			\$326.25
\$12,935.40	\$7,319.40	\$1,878.25	\$616.00	\$0.00	\$22,749.05
\$1,077.54	515.94	\$187.83	\$61.60	\$0.00	\$1,842.91
\$11,857.86	\$6,803.46	\$1,690.43	\$554.40	\$0.00	\$20,906.15

INFORMATION FOR JOURNAL ENTRY					
Fares Object Code: 4819					
Bishop	Inyo	JARC LPX	JARC MMX	Red's	Total
153204	153202	612493	612494	153209	
\$11,857.86	\$6,803.46	\$1,690.43	\$554.40	\$0.00	\$20,906.15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Approval of policy related to the provision of Substance Use Disorder services.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Trafficking Victims Protection Act (TVPA) policy related to the provision of Substance Use Disorder services.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services, Behavioral Health Division houses the County's Substance Use Disorder (SUD) treatment services that address addiction disorders through Drug Medi-Cal and the Substance Abuse Prevention and Treatment (SAPT) Block Grant. The California State Department of Health Care Services (DCHS) provides administrative oversight to ensure compliance with State and Federal regulatory guidelines. DCHS conducts routine monitoring visits of sites authorized to provide services to ensure compliance by the programs. During a monitoring contract compliance review, of the programs funded by the SAPT Block Grant for the FY 15/16, items were identified requiring corrective action by the county. HHS developed a corrective action plan, which included the adoption of a policy that outlines the SUD program's procedures when a county-managed contractor is not compliant with the TVPA. The attached policy includes required contract language to be included should the Department enter into a contract for SUD services.

HHS is respectfully requesting that your Board review and approve the attached policy.

ALTERNATIVES:

The Board could choose to not approve the policy, resulting in the Department being non-compliant with the State's regulatory requirements. Failure to comply may jeopardize the funding available for prevention and treatment services through the Substance Abuse Prevention and Treatment Block Grant.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

There is no financing in this action, but the policy is needed to allow us to recognize Federal and 2011 Behavioral Health Realignment Funds brought in as Revenue to the Substance Use Disorders Budget (045315)

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>Yes</u> Date: <u>7/29/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/29/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-9-16

COUNTY OF INYO
HEALTH AND HUMAN SERVICES –
BEHAVIORAL HEALTH
Substance Use Program

POLICY/ PROCEDURES

SUBJECT: **TRAFFICKING VICTIMS PROTECTION ACT**

POLICY

The Trafficking Victims Protection Act (TVPA) is a comprehensive federal law that was enacted to protect victims of trafficking or to prosecute their traffickers. The TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them.

The TVPA requires that Inyo County Health and Human Services – Behavioral Services (ICHHS-BH) Substance Use Program include a condition in all contracts that authorizes ICHHS-BH to terminate the contract, without penalty, if the contractor or subcontractor violates the TVPA.

A contractor or subcontractor is considered noncompliant with the TVPA and is subject to immediate contract termination, without penalty, if the contractor or subcontractor:

- a) Engages in severe forms of trafficking in persons during the period of time that the contract is in effect;
- b) Procures a commercial sex act during the period of time that the contract is in effect; or
- c) Uses forced labor in the performance of the contract or subcontract.

ICHHS-BH will immediately terminate, without penalty, the contract with any provider who has violated the TVPA.

Training of relevant staff will be conducted periodically.

PROCEDURES

Contract Language

ICHHS-BH will include in its new or amended contracts the following required language:

Trafficking Victims Protection Act – Provisions
CONTRACTOR, CONTRACTOR’S employees, subcontractors,
and subcontractors’ employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or sub-awards under the award.

COUNTY may unilaterally terminate this award, without penalty, if CONTRACTOR or a sub-recipient that is a private entity, is determined to have violated a prohibition of the TVPA of this award term, or has an employee who is determined by an authorized COUNTY official to have violated a prohibition of the TVPA through conduct that is associated with performance under this award or imputed to the CONTRACTOR or sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."

CONTRACTOR must inform authorized COUNTY official immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

Contract Termination

ICHHS-BH, under the direction of the Director, will immediately terminate, without penalty, the contract with any provider who has violated the TVPA. The provider will be notified of the termination in writing.

Staff Training

Training will be conducted periodically on the provisions of the TVPA and county responsibilities for compliance. Staff will be assigned the training based on their roles and job functions.

References: State-County Contract; Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15
--

Consent Departmental Correspondence Action Public Hearing
 Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Emergency Medical Services

FOR THE BOARD MEETING OF: September 6 , 2016

SUBJECT: Emergency Medical Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board request from the Inland Counties Emergency Medical Agency (ICEMA) a waiver of medical control and compliance fees assessed on June 1, 2016 for each volunteer entity providing ambulance services in Inyo County, and authorize the Chairperson to sign a letter requesting such waiver.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Under a Joint Powers Agreement (JPA) with Mono and San Bernardino Counties, Inyo's "local emergency medical services (EMS) agency" is the Inland Counties Emergency Medical Agency (ICEMA). ICEMA's governing board is the San Bernardino County Board of Supervisors. ICEMA staff ensures compliance with requirements from the California Emergency Medical Services Authority (EMSA) and provides oversight of ambulance services in Inyo County.

During early summer of 2016 and for the first time, local Inyo volunteer ambulance providers received invoices (attached) from ICEMA assessing fees from each provider in amounts ranging from \$2,400 to \$3,200 each, totaling \$14,000. These fees further strain already-strained volunteer ambulance providers, and simply are not manageable for most or all of them. Our one non-volunteer ambulance provider, Symons Ambulance, also received an invoice in the amount of \$3,200 (attached) bringing the total to \$17,200. ICEMA staff has indicated that these fees for volunteer providers may be waived upon request of such from the Inyo County Board of Supervisors. This agenda request serves that purpose.

ALTERNATIVES:

Board could choose a different recommendation to San Bernardino County Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

ICEMA, local ambulance providers, San Bernardino County

FINANCING:

There is no funding involved in this action.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

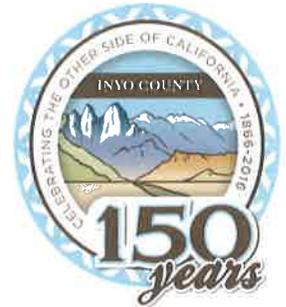
Jan Turner

Date: *8-22-16*



BOARD OF SUPERVISORS
COUNTY OF INYO

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



September 6, 2016

Tom Lynch, Administrator
Inland Counties Emergency Medical Agency
1425 South D Street
San Bernardino, CA 92415-0060

Dear Mr. Lynch:

The Inyo County Board of Supervisors requests that fees which were assessed for ICEMA's provision of medical control and compliance, as detailed in the June 1, 2016 invoices to Inyo County volunteer ambulance providers, be waived. We appreciate your consideration of this request and look forward to your response.

Sincerely,

Jeff Griffiths, Chairman
Inyo County Board of Supervisors

cc: Inyo County Health & Human Services



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES, Public Health

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Appointment of Anna Scott to County Health Executives Association of California

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Anna Scott, HHS Deputy Director-Public Health and Prevention, to be Inyo County's designee to the County Health Executives Association of California (CHEAC).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

CHEAC is a statewide organization of county and city Health Department and Agency Directors, who are responsible for the administration, oversight and delivery of a broad range of local public health and indigent health care services. Members represent a variety of administrative and health professional disciplines. HHS Director Jean Turner has held the CHEAC designation previously, but has found it difficult to cover CHEAC meetings in Sacramento sufficiently and with any regularity. In the previous fifteen months, Anna Scott, often has covered CHEAC meetings more regularly and effectively, ensuring that Inyo HHS is up-to-date on legislative and fiscal initiatives and direction. Anna's more direct administrative oversight of public health issues is a natural link to CHEAC representation.

ALTERNATIVES:

Board could decline this request, leaving your HHS Director as the designee.

OTHER AGENCY INVOLVEMENT:

Other California County agencies providing Public Health services

FINANCING:

There is no financing involved in this request.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 8-22-16
(Not to be signed until all approvals are received)



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: September 6, 2016

SUBJECT: Approval of the contract for on-call Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. of Rancho Cordova, California for Engineering Services for the Lower Trona Wildrose Reconstruction and Rehabilitation Project (Project).

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 \$94,750.00 for the period of September 6, 2016 through September 5, 2019; and
- B. Authorize the chairperson to execute the Project contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 budget and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department is currently in the construction phase of the Project and recently selected Quincy Engineering, Inc. as the most qualified consultant to perform the required Pre-Construction, Field Inspection and Management, and Post Construction services.

The Project consists of paving approximately 2.3 miles (unpaved section) and chip sealing approximately 5.5 miles.

At the June 28, 2016 meeting of the Board of Supervisors, your Board awarded the construction contract to Bowman Asphalt, 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 \$1,529,905 for construction costs, and \$177,060 for construction engineering through the Federal Highways Administration (FHWA).

ALTERNATIVES: Your Board could choose not to approve the contract for on-call A&E consultant services with Quincy Engineering, Inc. for the Lower Trona Wildrose Reconstruction and Rehalation 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: The Office of the County Counsel, the Auditor's Office to pay the contract, and the Risk manager to review and sign the contract.

FINANCING: The cost for the construction and construction engineering will be paid through budget unit 034600, Road Department, object code 5265, Professional Services, and is included in the FY15/16 and FY16/17 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: <u>Yes</u> Date <u>8/10/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/12/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/12/16
(Not to be signed until all approvals are received)

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 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 Public Works Department Director, Clint Quilter. 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 September 6, 2016 to September 5, 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 Public Works Department Director, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Ninety Four Thousand Seven Hundred Fifty 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
_____	Address
P.O. Drawer Q	
_____	City and State
Independence, CA 93526	

Consultant:	
Quincy Engineering, Inc.	Name
_____	Address
11017 Cobblersrock Drive, Suite 100	
_____	City and State
Rancho Cordova, CA 95670	

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 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

CONSULTANT

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

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

TERM:

FROM: September 6, 2016 **TO:** September 5, 2019

SCOPE OF WORK:

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

Task 1: Quincy Engineering, Inc. of Rancho Cordova, California will be providing Pre-Construction services for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project as included in Attachment A.

Task 2: Quincy Engineering, Inc. of Rancho Cordova, California will be providing Field Inspection and Management for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project as included in Attachment A.

Task 3: Quincy Engineering, Inc. of Rancho Cordova, California will be providing Post Construction services for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project as included in 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.

Attachment A

July 22, 2016

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



Re: Proposal for Construction Engineering Services for Trona Wildrose Roadway Reconstruction and Rehabilitation Project

Dear Ms. Brown:

Enclosed is our detailed proposal for Construction Engineering Services for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project. I have provided a brief summary below for your quick reference:

Quincy Engineering Cost Proposal: \$94,750.00

- o 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 45 working days at 8 hours per day)
 - Post-construction project close-out

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:

- Work Plan with a detailed description of our project assumptions and scope of work
- Quincy Cost Proposal summary sheet
- Quincy Hours summary sheet
- Quincy Exhibit 10-H: Cost Proposal
- Quincy 2016 Hourly Rate sheet

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

Sincerely,

QUINCY ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'SML', is placed over the printed name of Steven L. Mellon.

Steven L. Mellon, PE
Construction Manager

Attachment A

INYO COUNTY – TRONA WILDROSE ROADWAY RECONSTRUCTION AND REHABILITATION PROJECT



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.

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
 - ✓ Roadway base reconstruction
 - ✓ Paving crack sealing
 - ✓ HMA paving
 - ✓ Asphalt rubber chip seal
 - ✓ Shoulder backing
 - ✓ Erosion control measures
 - ✓ Striping
- Construction will start in September 2016 and end in November 2016. The CONTRACTOR will take no more than **45 Working Days** to complete the project.
 - 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 activities is estimated to be 64 hours
 - Quincy's level of effort for post-construction closeout activities is estimated to be 60 hours.
 - The COUNTY, through their consultant Eastern Sierra Engineering (ESE), will provide construction staking, materials sampling and testing, and environmental support. QUINCY will coordinate with the ESE throughout the project as needed.
 - COUNTY staff will regularly participate in the ongoing construction administration activities. Quincy staff will be available to work with County staff to review and discuss project operations, deliverables, and tasks.

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.

Attachment A

- 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 review and approval of project material submittals and shop drawings by ESE.
- Coordinate review of 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 by ESE.
- Verify that incorporated materials comply with the Buy America federal funding requirement.
- 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.
- 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

Attachment A

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 and Designers.
- 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 COUNTY subconsultant, ESE. They will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program.

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

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.
- Resolution of Contract Claims: Assist the County to attempt to resolve field problems and disputes at the lowest

Attachment A

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.*

ATTACHMENT B

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

TERM:

FROM: September 6, 2016 **TO:** September 5, 2019

SCHEDULE OF FEES:

The contractor shall be compensated at the rates shown in Quincy Engineering, Inc. 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 Attachment A to the contract, Scope of Work.

The cost 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

Local Assistance Procedures Manual

EXHIBIT 10-H
Cost Proposal

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No.
Consultant

Inyo County - CE for Trona Wildrose Roadway Recon/Rehab Project
Quincy Engineering, Inc.

Date 7/22/2016

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	440	\$45.77	\$ 20,138.80
Admin Asst	Phyllis Jordan	PJ	\$11-\$39	2	\$35.20	\$ 70.40

524

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$25,330.60</u>	
b) Escalation for Multi-Year Project (0.0%):	<u>\$0.00</u>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$25,330.60</u>	\$25,330.60

FRINGE BENEFITS

d) Fringe Benefits (Rate: 39.0%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$9,878.93</u>	\$9,878.93

INDIRECT COSTS

f) Overhead (Rate: 96.6%):		
g) Overhead [(c) x (f)]	<u>\$24,466.83</u>	
h) General Administration (Rate: 28.3%):		
i) Gen & Admin [(c) x (h)]	<u>\$7,168.56</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$31,635.39</u>	\$31,635.39

FIXED FEE (Profit)

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$6,684.49</u>	\$6,684.49

OTHER DIRECT COSTS (ODC)

RE Per diem	5	\$ 85.00 per day	\$425.00
RE Vehicle	0	\$ 67.00 per day	\$0.00
ARE Per diem	45	\$ 85.00 per day	\$3,825.00
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	\$130.59
Misc. Field supplies	0	\$ -	\$0.00
Office Trailer	0	\$ 300.00 per month	\$0.00
Mileage	11000	\$ 0.54 per mile	\$5,940.00
Prevailing Wage Differential			<u>\$10,900.00</u>
m) Other Direct Cost Subtotal:			\$21,220.59

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$0.00</u>	<u>\$0.00</u>
---	---------------	---------------

r) TOTAL COST **\$94,750.00**

ATTACHMENT C

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

TERM:

FROM: September 6, 2016 **TO:** September 5, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The contractor shall be compensated at the rates shown Quincy Engineering, Inc. 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 C

Inyo County - CE for Trona Wildrose Recon/Rehab Project Year 2016 Hourly Rates

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

<u>Labor by Classification</u>	<u>Hourly Rate</u>
Principal Engineer/Principal-in-Charge	\$62 - \$84
Associate Principal Engineer	\$52 - \$75
Senior Engineer	\$46 - \$75
Associate Engineer	\$33 - \$60
Assistant Engineer*	\$26 - \$44
Senior Engineering Tech*	\$31 - \$48
Engineering Tech/Assistant*	\$19 - \$39
CAD Manager	\$33 - \$54
CAD Tech*	\$21 - \$36
Student Assistant/Intern*	\$16 - \$24
Administrative Assistant/Support Staff*	\$11 - \$39
Senior Project Manager/Proj Manager	\$52 - \$84
Project Engineer	\$36 - \$75
Resident Engineer/Bridge Rep	\$42 - \$73
Senior Inspector*	\$36 - \$63
Inspector*	\$22 - \$48
<u>Environmental</u>	
Environmental Manager	\$50 - \$65
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41
<u>Surveying - Field Classifications</u>	
Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125

Overhead Rate 163.82%

<u>Other Direct Costs</u>	
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 (\$.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 Differential**	Cost Plus Payroll Taxes or as dictated by audit.
Misc.	Cost

<u>Fee</u>	
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 Differentials 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 are subject to an annual escalation of up to 3.5% per year.

ATTACHMENT D

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

TERM:

FROM: September 6, 2016 **TO:** September 5, 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 appropriate 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 Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the 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: September 6, 2016

TO: September 5, 2019

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;

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

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

ATTACHMENT E - Continued

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

TERM:

FROM: September 6, 2016

TO: September 5, 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 ACTIVITIES. 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".

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: _____

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 23 CFR 172.7(b)(4)(i) 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.

23 CFR 172.7(b)(4)(i)

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

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: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18
--

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

FROM: Public Works

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: County Buildings Flooring Project

DEPARTMENTAL RECOMMENDATION:

Request your Board: A) approve the plans and specifications for the County Buildings Flooring Project; B) authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As part of the 2015-16 Approved Deferred Maintenance Schedule, the Independence Annex abatement and carpet project was budgeted for \$150,000.

On August 9, 2016, your Board approved rejecting the only bid submitted for re-flooring the Annex Building. G&S Carpet Mills, Inc. submitted the bid which was over the project budget of \$150,000 by \$28,308.09. Due to an oversight, the only thing requested of your Board was rejection of the bid. Approval to re-advertise and re-bid the project in the event your Board rejected the initial bids should have also been requested. Such approval was not requested at that time.

Public Works is now proposing to bid the re-flooring of the Annex Building and South Street Building as one project in an attempt to conserve time, energy and budget.

This project consists of complete removal and disposal of existing flooring, asbestos abatement, and installation of new flooring in the Annex Building (located at 168 N. Edwards St., Independence, CA). Additional work is described in this bid package as "Additive Bid Items" and consists of removing and replacing existing flooring in the South Street Building (located at 207 W. South Street, Bishop, CA). Also included in the scope of work is the necessary moving/relocating of office furniture, and fixtures to allow for flooring removal and installation.

ALTERNATIVES:

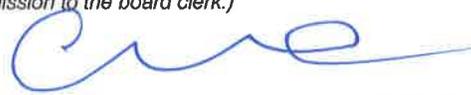
Not approve the plans, specifications, and advertisement of the project. This is not recommended as both buildings are in need of new flooring, as they are currently grounds for a fall hazard.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

This project is funded the Deferred Maintenance Budget 011501, Object code 5191 Maintenance of Structures.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>8/24/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/25/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

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



Date: 8/25/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 19

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Approval of contract with Nichols Consulting Engineers, Chtd. (NCE) as a sole source provider for the provision of pavement management services.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board: A) Declare NCE a sole source provider; B) approve Contract No. 156 between the County of Inyo and NCE for pavement management services, in an amount not to exceed \$266,104, for the period of July 1, 2016 to June 30, 2022; and C) authorize the chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Local Transportation Commission, as part of its Overall Work Program, identified the need for a countywide Pavement Management System. The Pavement Management System will be completed for both County and City of Bishop paved roads. The Pavement Management System provides a tool to evaluate roadway conditions and will assist County and City officials in making cost-effective decisions regarding capital expenditure funding on area roadways. The consultant will update 1/3 of the system every year for six more years with a complete update occurring every three years. The term of this contract is for the completion of two comprehensive updates. Public Works Department will provide staff to administer and monitor the contract.

Sole Source Justification

The Inyo County Purchasing Manual requires the Board to approve sole source findings for contracts over \$10,000. The justification for hiring this contractor as a sole source provider is based on Section I(2)(a, b, & d). These read:

- a) Capability of proposed contractor that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field.
b) Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort.
d) Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.

NCE completed the initial baseline for the Inyo County Pavement Management Program. In the initial contract, NCE completed a baseline survey of the entire Inyo County and City of Bishop paved road network. After that, a third of the system was updated annually for a six year period for two complete updates. NCE has a substantial investment in this project that would be lost if a new contractor were to be hired. The baseline year cost about 3-4 times more than the average year. The replication of the baseline year by another firm would be a substantial expense to the County and cost the County around \$80,000 to \$120,000 extra.

NCE has the technical expertise to reproduce consistent PCI numbers that will be helpful to the County. The basic data provided by NCE is the Pavement Condition Index (PCI) number. This number provides a relative evaluation of roadway health. The PCI numbers assist the Road Department in making cost effective road maintenance decisions. Additionally, the changing PCI over time has been helpful in recording roadway deterioration. This was helpful in measuring the deterioration of Trona-Wildrose Road during construction and South Lake Road over the last five year period. The clear record of the decrease in road quality helped the County obtain funding for projects in both cases. It is important to have consistency in the reporting of PCI data over time.

ALTERNATIVES:

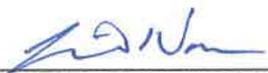
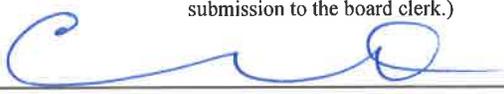
The Board could choose not to approve the sole source funding for this contract in which case the County would need to release a Request for Proposals to solicit competitive proposals to complete this project. This is not advised because an additional cost would be incurred to the County to complete the baseline survey. In addition, there would be some inconsistency in the evaluative techniques used by another firm that could make the prior data collected by NCE no useful as there would be a loss of consistency.

OTHER AGENCY INVOLVEMENT:

- (1) County Counsel (contract review)
- (2) Auditor's office (contract review)
- (3) Risk Management (contract review)
- (4) Inyo County Local Transportation Commission (funding)
- (5) City of Bishop Public Works Department (City roads)

FINANCING:

The Inyo County Local Transportation Commission will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. The cost to prepare the County and City-wide Pavement Management System will be provided in part by Rural Planning Assistance funds and in part by the programming of Planning, Programming, and Monitoring funds in the State Transportation Improvement Program. This contract will extend beyond the end of the fiscal year. There is no risk because adequate funding has already been allocated from the California Transportation Commission to fund the first couple years of this project. In the future, if available funding is reduced, the County will be able to discontinue or change the contract.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>8/15/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/16/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8-17-16
 (Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO
AND NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the NCE services of pavement management (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 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.

2. TERM.

The term of this Agreement shall be from September 6, 2016 to August 31, 2022 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 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 **Two hundred sixty-six thousand one hundred and four** 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. Reuse or

modification of any such documents by County, without Consultant's written permission, shall be at County's sole risk.

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.

A. Professional Services. For professional services, 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 performances of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or will acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

B. Non-Professional Services. Consultant 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.

C. 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 attached to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

D. To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and 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-four (24) 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.

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. FORCE MAJEURE.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

20. 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.

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 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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
168 N. Edwards Street P.O. Drawer Q Address
Independence, CA 93526 City and State

Consultant:
NCE Name
1885 S. Arlington Avenue, Suite 111 Address
Reno, NV 89509 City and State

26. 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 NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

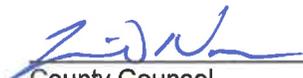
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

s/CoCo/Contracts/Misc/NCE.156

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES

TERM:

FROM: September 6, 2016 TO: August 31, 2022

SCOPE OF WORK:

See Attached.



Cover Letter

April 25, 2016

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

Subject: Pavement Management System Update 2017-2022

Dear Mr. Smith:

On behalf of NCE, I am pleased to submit this proposal to perform annual updates to the Inyo County pavement management system. Pursuant to our discussions, we have developed the following scope and cost proposal.

Compensation: NCE proposes to provide our services on a time and materials basis in accordance with our Standard Schedule of Charges, included as Attachment 1. To provide two complete updates of the pavement management system on a 3 year cycle from 2017-2022, NCE estimates our fee will not exceed a total of \$266,104. Details of our fee estimate can be found in the heading "Cost Estimate".

We appreciate the opportunity to submit this proposal and look forward to continuing to work with Inyo County. If you have any questions about this proposal or would like additional information, please feel free to call me at 775.329.4955.

Regards,

Hans Meyer, EI
Staff Engineer Intern

Linda M. Pierce, Ph.D., P.E.
Principal

Reno, NV
1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955



Project Understanding

In 2009, NCE was contracted to implement a Pavement Management Program (PMP) for Inyo County. Inyo County covers a large geographic area (see Figure 1) and is responsible for approximately 512 centerline miles of roads. The PMP serves as a valuable tool in not only tracking the paved road network spread across the county, but evaluating the future condition of this network. Additionally, NCE updated the City of Bishop's PMP, which contains approximately 18 miles of pavement roads.

As part of the implementation, NCE developed a MicroPaver database containing all roads within the jurisdiction of Inyo County. The road network was segmented into sections based on the geometry, functional class, and condition. The objective was to establish sections with homogenous conditions as these serve as management units within the PMP. Geometric and functional class information was obtained and included in the MicroPaver database. Historical construction information was also added to the database. This information, however, was very limited. In addition, pavement condition data was collected on each section within the County and City networks to determine a Pavement Condition Index (PCI) for each section. The sections were linked to shape files for use in GIS applications.

After populating the County databases with all of the current information about the road network, NCE worked with the County and City to establish decisions tree for selecting maintenance/rehabilitation activities based on PCI. NCE developed unit costs for each of the activities based on bid tabulations and other information provided by the County and City. The decision matrices and unit cost were added to the MicroPaver database. Multi-year analysis was performed on the data for various funding scenarios (as defined by the County) to study the impact on funding to the overall condition of the network.

In 2010-2016, NCE updated the MicroPaver database by collecting PCI data on approximately one third of the Inyo County network each year. This was performed to monitor the impact of natural pavement deterioration and maintenance/rehabilitation activities on the network condition. NCE collected data on pavements in Districts 1 and 3 in 2010 and 2014; District 4 in 2011-2012 and 2015; and Districts 2 and 5 in 2013 and 2016. Also in 2013 and 2016, NCE collected data on the entire City of Bishop's network. As part of each annual update, NCE also added any documented pavement rehabilitation activities such as overlays that were conducted during the year. Reports were generated to show the current condition of the pavement network, the predicted future pavement conditions based on County funding, and to assist in identifying potential County maintenance/rehabilitation work.

Scope of Work

The County is interested in continuing the annual updates over a six year period on a similar 3-year cycle as described above. Under this schedule, a complete update of the system would occur every three years. Based on the above understanding of the needs and objectives of the County for updating each PMS, the following is a description of the approach that NCE will take to collect data on one third of Inyo's network each year from 2017 to 2022.



TASK A - 2017 PAVEMENT MANAGEMENT UPDATE
TASK B - 2018 PAVEMENT MANAGEMENT UPDATE
TASK C - 2019 PAVEMENT MANAGEMENT UPDATE
TASK D - 2020 PAVEMENT MANAGEMENT UPDATE
TASK E - 2021 PAVEMENT MANAGEMENT UPDATE
TASK F - 2022 PAVEMENT MANAGEMENT UPDATE

NCE will provide all necessary services to update the County's MicroPAVER pavement management systems (PMS) for each year. This will include the following subtasks:

- Kick-off Conference Call
- Condition Surveys/PCI Calculations
- Budget Analysis and Final Reports

KICKOFF CONFERENCE CALL

NCE will work with County staff to via a teleconference call to kickoff each yearly update. As with previous updates, items to be discussed will include the following:

- Scope of work, project schedule, budget and invoicing requirements
- Points of contacts
- Review of prior year's pavement management reports – changes or modifications required?
- Scheduling and access requirements for field work
- Public safety concerns, requirements and procedures
- Quality Control activities
- Maintenance and rehabilitation (M&R) practices, records and costs
- Other issues as appropriate

CONDITION SURVEYS & PCI CALCULATIONS

NCE will next perform manual pavement condition surveys on approximately 1/3 of the County's pavement network each year. A total of 512 centerline miles, approximately 2,008 samples, will be surveyed each 3 year cycle for the County, and 18 centerline miles, approximately 238 samples, will be surveyed every 3 years for the City of Bishop for a grand total of 530 centerline miles. NCE will perform pavement condition surveys according to the following yearly schedule:

- 2017, Year 1: A total of 209 centerline miles, consisting of approximately 876 samples will be surveyed primarily in District 1 and 3
- 2018, Year 2: A total of 159 centerline miles, consisting of approximately 593 samples will be surveyed primarily in District 4
- 2019, Year 3: A total of 162 centerline miles, consisting of approximately 539 samples will be surveyed primarily in District 2 and 5, as well as the entire City of Bishop's network, consisting of approximately 238 samples.
- 2020, Year 4: Repeat of Year 1 schedule.
- 2021, Year 5: Repeat of Year 2 schedule.
- 2022, Year 6: Repeat of Year 3 schedule.



Pavement condition surveys will be performed in accordance with the established standards as identified in Pavement Distress Identification Manuals published by the U.S. Corps of Engineers. Any variation from the established procedures will be to accommodate unique local conditions e.g. chip seals over Portland cement concrete pavements, bleeding, edge cracking, etc.

Should County personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate the County. Individual County staff may also accompany NCE's field crews for up to ½ day each – to gain hands-on training at no additional cost to the County. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

Our scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, sidewalks, geometric issues, road shoulders, drainage issues or emergency and short term maintenance that should be performed.

Quality Control/Quality Assurance Checks are critical on a project such as this, when such a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have proposed the inclusion of a QC/QA Manager, Ms. Linda Pierce. She will have the following project responsibilities:

- Calibration of all data collection activities
- Review of field activities,
- Reviewing field procedures and making changes as needed
- Comparing the field data collected with on-site conditions
- Review of all data entry functions, including random spot checks
- Review of reports generated and analyses performed to ensure a quality product

NCE will then prepare a final report that summarizes the results of the surveys and analyses. Specifically, the final report will contain:

- Inventory reports for the entire PMS database
- Condition (PCI) reports
- Maintenance and rehabilitation history reports
- Maintenance and rehabilitation decision trees

Finally, NCE will prepare an Executive Summary report for the County. This will be a 10-15 page report that will summarize the overall condition of the County's pavement network, and the maintenance & rehabilitation strategies used by the County.

As the deliverables for this task, NCE will provide:

- Technical memorandum summarizing the results of kickoff meeting
- PCI report (hardcopy and electronic)
- Executive Summaries
- Final reports containing all PMS reports
- Updated pavement management databases on DVD

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES

TERM:

FROM: September 6, 2016 TO: August 31, 2022

SCHEDULE OF FEES:

See attached.



The following cost estimate was developed based on this Scope of Work. These costs were developed using NCE's 2016 Schedule of Charges (attached) as well as NCE's estimate of direct costs such as travel and per diem. The 2016 U.S. Federal Per Diem rates for Inyo County were used in developing the cost estimate. A 4 percent escalation has been included per year to NCE's 2016 Schedule of Charges as well as the 2016 U.S. Federal Per Diem rates.

Cost Estimate

Task Description	Hourly Breakdown by Personnel					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2017 Update District 1 & 3						
Kickoff Teleconference	4		4			\$ 1,160
Condition Surveys	12	4	16	188	8	\$ 33,743
Final Report	8	4	40			\$ 7,420
Totals	24	8	60	188	8	\$ 42,323

Task Description	Hourly Breakdown by Personnel					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2018 Update District 4						
Kickoff Teleconference	4		4			\$ 1,206
Condition Surveys	12	4	16	160	8	\$ 30,776
Final Report	8	4	40			\$ 7,717
Totals	24	8	60	160	8	\$ 39,699

Task Description	Hourly Breakdown by Personnel					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2019 Update District 2 & 5, Entire City of Bishop						
Kickoff Teleconference	4		4			\$ 1,255
Condition Surveys	12	4	16	172	8	\$ 33,931
Final Report	8	4	40			\$ 8,025
Totals	24	8	60	172	8	\$ 43,211

Task Description	Hourly Breakdown by Personnel					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2020 Update District 1 & 3						
Kickoff Teleconference	4		4			\$ 1,305
Condition Surveys	12	4	16	188	8	\$ 37,956
Final Report	8	4	40			\$ 8,346
Totals	24	8	60	188	8	\$ 47,608



Task Description	<u>Hourly Breakdown by Personnel</u>					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2021 Update District 4						
Kickoff Teleconference	4		4			\$ 1,357
Condition Surveys	12	4	16	160	8	\$ 34,618
Final Report	8	4	40			\$ 8,680
Totals	24	8	60	160	8	\$ 44,656

Task Description	<u>Hourly Breakdown by Personnel</u>					Total Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
2022 Update District 2 & 5, Entire City of Bishop						
Kickoff Teleconference	4		4			\$ 1,411
Condition Surveys	12	4	16	172	8	\$ 38,168
Final Report	8	4	40			\$ 9,028
Totals	24	8	60	172	8	\$ 48,607

Task by Year	<u>Total Year Breakdown, Hourly by Personnel</u>					Total Year Costs
	Project Manager	QC/Q Manager	Project Engineer	Senior Technician	Clerical	
TASK A - 2017 PAVEMENT MANAGEMENT UPDATE	24	8	60	188	8	\$ 42,323
TASK B - 2018 PAVEMENT MANAGEMENT UPDATE	24	8	60	160	8	\$ 39,699
TASK C - 2019 PAVEMENT MANAGEMENT UPDATE	24	8	60	172	8	\$ 43,211
TASK D - 2020 PAVEMENT MANAGEMENT UPDATE	24	8	60	188	8	\$ 47,608
TASK E - 2021 PAVEMENT MANAGEMENT UPDATE	24	8	60	160	8	\$ 44,656
TASK F - 2022 PAVEMENT MANAGEMENT UPDATE	24	8	60	172	8	\$ 48,607
Totals	144	48	360	1040	48	\$ 266,104.0



ATTACHMENT 1

SCHEDULE OF CHARGES 2016

PROFESSIONAL SERVICES

Principal.....	\$235/hour
Associate	\$190/hour
Senior	\$160/hour
Project.....	\$130/hour
Staff.....	\$120/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$125/hour
Senior Designer	\$130/hour
Senior Technician/Construction Inspector*.....	\$115/hour
CAD Technician.....	\$100/hour
Senior Field Scientist	\$110/hour
Field Scientist.....	\$90/hour
Project Administrator	\$90/hour
Field/Engineering Technician.....	\$90/hour
Technical Word Processing.....	\$75/hour
Clerical	\$75/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$100/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.cost+15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES

TERM:

FROM: September 6, 2016 TO: August 31, 2022

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Current Year GSA Per Diem rates applicable to Inyo County.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND NCE
FOR THE PROVISION OF PAVEMENT MANAGEMENT SERVICES**

TERM:

FROM: September 6, 2016 TO: August 31, 2022

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 appropriate 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 Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the 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.



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: September 6, 2016

SUBJECT: Sole source supplier purchase order approval for the SCADA (Supervisory Control and Data Acquisition) Improvement Project materials from Muniquip, LLC.

DEPARTMENTAL RECOMMENDATIONS:

- (1) Request your Board approve the Sole Source Blanket Purchase Order for SCADA communications components from Muniquip, LLC in the amount of \$40,000.00. This purchase will be contingent upon the Board adoption of the FY 16/17 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Agenda Item before you discusses a sole source blanket purchase order to Muniquip, LLC in the amount of \$40,000 for purchase of Mission Communications equipment for the SCADA system from Mission's only California authorized distributor, Muniquip, LLC. Operation of the equipment after installation requires an annual software and service agreement from Mission Communications, which is being reviewed by Information Services. The related Agenda Item before your Board requesting a sole source contract approval with Double D Electric is for the installation of the equipment purchased by this Agenda Item. Identification of Inyo County's technological challenges requiring the selected equipment follows.

A sole source supplier is requested because Muniquip, LLC is the only authorized distributor of Mission Communications equipment that meets the conditions the County experiences which are: a) the need for a means of data communications other than POTS (Plain Old Telephone Service) telephone lines which the County can afford, b) sensitive electronic equipment that can handle high temperatures, and c) provision of ongoing technical support on a 24 hour per day, 7 day per week basis as part of the annual service the County will purchase for this system.

Due to the cost restraint of a radio-based telemetry SCADA system, the County's current SCADA system has for the last 13 years relied on the POTS telephone system for data communication between the County's remote telemetry units ("RTU") at the wells and a centrally located master telemetry unit.

The typical method of SCADA data communication is via an FCC annually licensed radio system consisting of radios at the remote locations transmitting to a master radio at a central location using several repeater sites on the mountains which is integrated to a computer system providing a Human Machine Interface for data viewing, compilation and storage capabilities. However, this type of system is complex and costly; while design and installation requires contracting with several specialized service providers providing data acquisition, remote control of significant equipment (motors, pumps, etc.), radio system matching & design, computer programmers, and specialists designing the Human Machine Interface, as well as the contractor hired to install all the components at all tank and well locations and repeater sites in the mountains. This type of system relies

on annual FCC licensure of all radio equipment at the remote and repeater sites, in addition to annually leasing the repeater sites which makes it cost prohibitive.

The County's system has historically had communications glitches due to use of the telephone system. The future of copper-based wire communications is uncertain as the technology is getting older, hardware maintenance needs increase as existing equipment degrades and needs replacement, hardware is harder to find, while those technicians who are experienced with the POTS systems are becoming fewer due to attrition. Discussion with 2 local experienced electricians on a job walk for a prior related work at the Lone Pine SCADA RTU revealed that all telephone based SCADA systems in the Owens Valley has had operational problems due to use of the POTS system. To further complicate matters, phone numbers serving 2 of the 3 remote sites were obtained by a local telephone book publisher and subsequently published which has complicated the operation of the SCADA system when the public calls these numbers. The County's current SCADA equipment integrates easily into radio-based or POTS systems. It can integrate into cellular communications, but it adds equipment and computer programming needs which increases the cost and complexity.

The County's desert location requires equipment capable of handling higher operating temperatures as the equipment can be located in remote locations in enclosures outdoors. In addition, with the current SCADA system, a person with specialized electronics and computer programming knowledge dedicated to the operation and maintenance of the equipment is necessary.

The chosen communications equipment & service mitigates all these concerns. It provides communication via cellular data service, equipment that can handle 160 degrees Fahrenheit (160°F), and it provides technical help 24 hours per day, 7 days a week. It is the only equipment and service which can do this. There are two other state and nationally located cellular based SCADA providers, but their equipment can only handle 130 degrees Fahrenheit (130°F). Mission Communications, the chosen equipment manufacturer, has 21,000 RTU's in service across the country with 2,100 customers. The cost of the annual service for this system is comparable to the annual cost of the telephone lines serving the current SCADA system, but the POTS provider does not provide the customer service and support provided by the equipment manufacturer, Mission Communications.

The new system will be accessed either on-line through select computers and the internet, or for the benefit of operators in the field, on particularly identified cellular phones where pump start/pump stop decisions can be carried out and alarms received can be viewed and responded to. There will no longer be a centrally located master RTU, the POTS system will no longer be utilized in any way, and overhead wire which is subject to surges by lightning and power issues will no longer be relied upon.

A Blanket Purchase Order is requested because installation will be by system, starting with Laws in the north, working south to finish at Lone Pine. We will order equipment as work progresses at each site and possibly will make changes to the anticipated equipment as conditions warrant.

ALTERNATIVES:

Your Board could reject this recommendation and require the project to be competitively sourced. This is not recommended because Muniquip, LLC is the only California supplier of Mission Communications equipment - equipment which meets the County's technological needs.

OTHER AGENCY INVOLVEMENT:

- (1) Auditor's Office
- (2) Purchasing Office
- (3) Information Services Department

FINANCING:

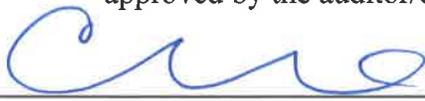
Funding for this purchase failed to be recognized in the Preliminary Budget due to unforeseen circumstances and technical challenges that continued to arise as the design of this project progressed. The funding for this purchasing is available in the SCADA UPGRADE (810002) budget out of Object Code 5650 – Equipment upon the adoption of the FY 16/17 budget.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

 Approved: yes Date 8/25/16

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 8/26/2016

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: 8/26/16

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority’s policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered: RUGID, Raco, XiO, Campbell Scientific
- Other suppliers considered
- Other (i.e., emergency)

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p>M800 Remote Telemetry Units, associated ancillary equipment, all software associated with the project. \$40,000.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Keith Pearce, Associate Engineer</p>	
<p>DEPARTMENT NAME Public Works</p>	<p>PHONE (760) 937-2315</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Muniquip, LLC</p>	<p>SUPPLIER CONTACT PERSON Butch Gorshing, Founder</p>
<p>SUPPLIER ADDRESS 2024 Opportunity Drive, Suite 130 Roseville, CA 95678</p>	<p>SUPPLIER CONTACT’S PHONE NUMBER (916) 996-1336</p>

.The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



 Signature of Requestor



 Date



 President/CEO Approval



 Date

This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. Please explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

Mission Communications products & software services are necessary licensed and trademarked goods or services necessary for a "do it yourself" approach to remote control of pumps and SCADA capabilities.

Mission Communications is the only supplier that meets the conditions we experience which are: a) the need for a means of data communications other than POTS (Plain Old Telephone Service) telephone lines which we can afford, b) sensitive electronic equipment that can handle high temperatures, and c) provision of ongoing technical support on a 24 hour per day, 7 day per week basis as part of the annual service we will purchase for this system.

Mission mitigates the above concerns. They provide communication via cellular data service, provide the highest temperature rating of any equipment manufacturer- equipment that can handle 160 degrees F, and they provide technical help 24 hours per day, 7 days a week. They are the only equipment and service provider who can do this. There are at least two other cellular based SCADA providers, but their equipment can only handle 130 degrees F. The chosen provider has 21,000 RTU's in service with 2,100 customers. The cost of the annual service for this system is comparable to the annual cost of the telephone lines serving the current SCADA system, which doesn't include the software updates, customer service and support provided by Mission Communications.

Other manufacturers/suppliers contacted are:

Raco(Manufacturer) (Verbatim - product line), Gene Cotton, (800)722-6999 x223
 XiO, Mario Lento, (707) 330-4772
 Campbell Scientific www.campbellsci.com
 RUGID Computer, Brady Melchoir, (360) 866-4492



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
21

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Sole source contract approval for the SCADA (Supervisory Control and Data Acquisition) Improvement Project and approval of the Plans and Specifications.

DEPARTMENTAL RECOMMENDATIONS:

- (1) Request Board approve the Contract between the County of Inyo and Double D Electric, for the provision of electrical services and incidental materials in an amount of \$40,000 for the period of September 7, 2016 through October 7, 2016 and authorize the Chairperson to sign.
- (2) Request Board approve the Plans and Specifications.
- (3) Authorize the Public Works Director to sign contract amendments to the extent permitted by law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On February 19, 2013 the contract for the IRWMP grant-funded SCADA Improvement Project was signed between the County of Inyo and CSRC&D providing funding for the above project. At that time, the grant was based upon a conceptual approach with plans and specifications to be completed as part of the project. As design progressed, unforeseen technical challenges continued to arise and be solved, until finally a new approach was necessary. A solution was found and approved by the grant funding agency, the California Department of Water Resources.

This contract before you will implement the completion of this project. A sole source contract is requested because Double D Electric has water and irrigation system SCADA installation and troubleshooting experience in this county, has worked on all three of these water systems since at least 2010, and as a result, has become the most experienced electrical contractor with our water system pump start controls. He was competitively selected to performed emergency work on the Lone Pine SCADA system, the most complex SCADA system of the three systems, in November 2015. At that time, he was the only bidder out of 5 contractors providing a bid. That work was originally to be part of the SCADA Improvement Project, until continued electrical storms and power surges damaged equipment which necessitated the immediate work at that time. This contract will provide for paying the contractor in conformance with Labor Compliance Regulations. The County will provide the components to be installed.

ALTERNATIVES:

Your Board could reject this recommendation and require the project to be competitively bid. This is not recommended. Double D Electric is the most qualified electrical contractor to perform the above work in the most expeditious manner. Other contractors may very likely provide a similar finished product, but only after gaining the same experience Double D Electric already has, which will add to the time and cost.

OTHER AGENCY INVOLVEMENT:

- (1) County Counsel
- (2) Water Department

- (3) Auditor's Office
- (4) Inyo-Mono Integrated Regional Water Management Group
- (5) Central Sierra Resource Conservation and Development Council
- (6) California Department of Water Resources
- (7) CS & Associates (Labor Compliance)

FINANCING:

The funding for this project is available in the SCADA UPGRADE budget 810002 Object Code 5265 Professional Services.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

 Approved: Yes Date 8/24/16

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 8/26/2016

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: 8/26/16

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority’s policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

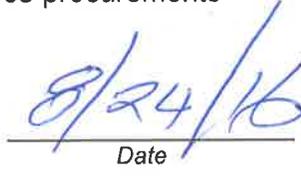
- Other brands/manufacturers considered:
- Other suppliers considered
- Other (i.e., emergency)

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p>Double D Electric has provided electrician services to Inyo counties three water systems since at least 2009 and knows more about the electrical needs of the systems than any other electricians. He has prior knowledge of the existing SCADA system and was competitively selected to provide emergency repair to the SCADA system in 2015. At that time, 5 providers showed interest and got the information package, but only one provider submitted a bid- Double D Electric.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Keith Pearce, Associate Engineer</p>	
<p>DEPARTMENT NAME Public Works</p>	<p>PHONE (760) 937-2315</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Double D Electric</p>	<p>SUPPLIER CONTACT PERSON Dave Tinlin</p>
<p>SUPPLIER ADDRESS 1540 N. Mercury St. Ridgecrest, CA 93555</p>	<p>SUPPLIER CONTACT’S PHONE NUMBER (760) 937-0898</p>

.The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



Signature of Requestor



Date



President/CEO Approval



Date

CONTRACT DOCUMENTS AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT

Project No. RR-12-019 / RR-12-020 / RR-12-021

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

August 2016

Prepared By: Inyo County Public Works

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CONTRACT AND BONDS

Contract
Faithful Performance Bond
Labor and Materials Bond

SPECIAL PROVISIONS

PLANS

NOTICE

This project is subject to the provisions of a State of California Dept. of Industrial Relations (DIR) approved Labor Compliance Program, LCP ID No. 2013.01213 which requires the contractor to follow all provisions of the Labor Code, especially with regard to using registered apprentices for any apprenticable craft performed on the project. A copy of Inyo County's Labor Compliance Program Manual is available upon request.

General Work Description: This project consists of installing secondary pressure switches, transducers, and other communications equipment into existing water system controls to incorporate pump start redundancy, redundant operator notification, and to upgrade the Supervisory Control and Data Acquisition (SCADA) system to incorporate off-peak pumping capabilities and additional data collection. This work will occur at sites from Laws to Lone Pine in the Owens Valley of eastern California. The work is more particularly described in the Project Plans and Special Provisions. All of the work shall be in accordance with applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Keith Pearce of the Public Works Department at kpearce@inyocounty.us.

Double D Electric shall also furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents.

Double D Electric shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Contract Documents and in the amount of 100% of the Contract amount.

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

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

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

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

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

The definition and meanings of the words used in this Notice are the same as set forth in **Section 1-1.07 DEFINITIONS** of the Standard Specifications of the Inyo County Public Works Department, dated October 2015.

Double D Electric must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Clint G. Quilter,
Director

Dated: September, 2016

CONTRACT FORMS FOR

LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT

ENCLOSURES:

Contract Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Contractor's Labor Code Certification
Labor Code Section 1725.5: Contractor and Subcontractor Registration
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)

CONTRACT FORM

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

FROM: DOUBLE D ELECTRIC
1540 N MERCURY ST.
RIDGECREST, CA. 93555
(Herein called "Contractor")

FOR: **LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION
REDUNDANCY AND SCADA IMPROVEMENTS PROJECT**
(Herein called "Project")

Contractor understands and agrees that:

1. ESTIMATED AMOUNT TOTAL. The total amount for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BASE PROJECT CONTRACT FORM – LUMP SUM PRICE ESTIMATE:

For the installation of pressure switches, pressure gages, transducers, Mission Communications equipment and associated software, and all work necessary for a complete project as shown on the Plans, Inyo County Standard Specifications, Project Special Provisions, and Contract Documents:

ESTIMATED TOTAL (IN NUMBERS): \$
40,000.00

ESTIMATED TOTAL (IN WORDS):
FORTY THOUSAND

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts to the Contractor.

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

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

4. TIME OF COMPLETION. Double D Electric further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

5. ADDITIONAL REQUIRED DOCUMENTS. The Contractor is required to submit the following forms properly completed, and signed as required, all of which accompany this Contract Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity
(Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Labor Code Section 1725.5 Certification of California Department of Industrial Relations Registrations

- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)

6. DEFINITIONS. The definition and meaning of the words used in this Contract Form are the same as set forth in **Section 1.1-07 DEFINITIONS** of the Standard Specifications of the Inyo County Public Works Department, dated October 2015.

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



(Signature of Authorized Person)

8-26-2016

(Date)

DAVID TRULIN

(Printed Name)

OWNER

(Printed Title)

LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned has set forth below the full name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, where the portion of the work to be done by each Subcontractor for each subcontract is in excess of one-half of one percent of the Prime Contractor's total contract award. In addition, Double D Electric shall set forth below (under the heading "Description of Work") the portion of the work which will be done by each such Subcontractor. Double D Electric shall list only one Subcontractor for each portion as defined by Double D Electric.

Double D Electric understands that if it fails to specify a Subcontractor for any portion of the work to be performed under the Contract which is in excess of one-half of one percent of its total estimated cost, it shall be deemed to have agreed to perform such portion itself, and that it shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the County of Inyo, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

DESIGNATION OF SUBCONTRACTORS

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS PHONE NUMBER
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 (Signature of Authorized Person)

OWNER

 (Title)

DAVID TYNLIN

 (Printed Name)

8-26-2016

 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.5)**

**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND
SCADA IMPROVEMENTS PROJECT**

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

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5).

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

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

DAVID TINLIN / OWNER

(Name and Title of Signer)



Signature

8-26-2016

Date

Company Name

DOUBLE D ELECTRIC

Business Address

1540 N MERCURY ST.

RIDGECREST, CA. 93555

CONTRACTOR'S LABOR CODE CERTIFICATION

(Labor Code Section 3700 et seq.)

**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND
SCADA IMPROVEMENTS PROJECT**

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

DAVID TINLIN / OWNER
(Name and Title of Signer)



Signature

8-26-2016

Date

Company Name

DOUBLE D ELECTRIC

Business Address

1540 N MERCURY ST.
RIDGECREST, CA. 93555

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

Double D Electric hereby certifies that it, and all subcontractors listed on the submitted Designation of Subcontractors document, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.



Signed Name

8-26-2016

Date

DAVID TINUN

Printed Name

10-00041523

CA DIR Registration No.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT

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

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

Yes _____ No X

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

By Double D Electric's agent's signature on the Contract, Double D Electric certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT

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

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

DAVID TINLIN / OWNER

(Name and Title of Signer)



Signature

8-26-2016

Date

Company Name

DOUBLE D ELECTRIC

Business Address

1540 N MERCURY ST.

RIOCREST, CA. 93555

CONTRACT AND BOND FORMS FOR

**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION
REDUNDANCY AND SCADA IMPROVEMENTS PROJECT**

ENCLOSURES:

Contract
Faithful Performance Bond
Labor and Material Payment Bond

C O N T R A C T
For the
LAWs, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY
AND SCADA IMPROVEMENTS PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective, September 6, 2016, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and Double D Electric of Ridgecrest, CA

(herein "CONTRACTOR"), for the construction of the **LAWs, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall install supplied equipment, furnish all labor, minor materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents within the Time for Completion set forth in the Contract Documents, for:

Title: **LAWs, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said Work: Forty Thousand dollars and no cents (\$40,000.00) adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents, as described in **Section 1-1.07, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Contract Documents, the Standard Specifications of the Inyo County Public Works Department, dated October 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in Section 1-1.07, **"Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October 2015.

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

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

CONTRACT
for
**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY
AND SCADA IMPROVEMENTS PROJECT**

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

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR

DOUBLE D Electric

By: OWNER 

Name: DAVID TINLIN

Title: OWNER

Dated: 8-26-2016

Taxpayer's Identification or
Social Security Number:

567-65-4002

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO INSURANCE
REQUIREMENTS:

County Risk Manager

**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY
AND SCADA IMPROVEMENTS PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS: That David Tinlin dba Double D Electric

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

and WESTERN SURETY COMPANY
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo

as Obligee, hereinafter called County, in the amount of Forty Thousand and no/100

_____ dollars (\$ 40,000.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated August 22, 2016, entered into an agreement with the County for the Construction of the **LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT** (herein "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the **LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

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

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

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

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

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

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

Signed and sealed this 26th day of August, 20 16.



(SEAL)

WESTERN SURETY COMPANY
(Name of Corporate Surety)

By: Cathy Ann Conrad
(Signature)

ATTORNEY IN FACT
(Title of Authorized Person)

333 S. Wabash Ave., 41st Floor, Chicago, IL 60604
(Address for Notices to be Sent)

David Tinlin dba Double D Electric
(Name of Contractor)

By: [Signature]
(Signature)

OWNER
(Title of Authorized Person)

1540 N. Mercury St., Ridgecrest, CA 93555
(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: August 26, 2016

AGENT CODE: 04-25317

ATTENTION: Cathy

Number of Pages: 8

RE: Bond 71821842 . David Tinlin dba Double D Electric

Project No. RR-19-020/RR-12-020/RR-12-021

Contract Amount: \$40,000.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the following documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company bond kit to each bond issued.

Premium: \$1,200.00

Commission Percentage 30.0

Effective: August 26, 2016

***Please reference the CNA Surety web site www.cnasurety.com for easy access to our Fast Track Application.

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

Business Services

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71821842

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CATHY DIANE CORSARO

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: David Tinlin dba Double D Electric

Obligee: Inyo County Public Works Department

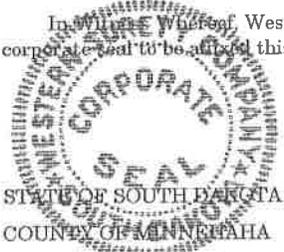
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 1, 2016, but until such time shall be irrevocable and in full force and effect.

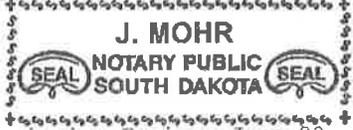
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of August, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 26th day of August, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of August, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

**LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY
AND SCADA IMPROVEMENTS PROJECT**

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

KNOW ALL MEN BY THESE PRESENTS, that DOUBLE D ELECTRIC
(Name of Contractor)

_____ as Principal, hereinafter called CONTRACTOR,
and WESTERN SURETY COMPANY
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of FORTY THOUSAND
_____ dollars (\$ 40,000)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated 8-26, 2016, entered into an agreement with the County for the construction of the **LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **LAWS, INDEPENDENCE, AND LONE PINE PUMP OPERATION REDUNDANCY AND SCADA IMPROVEMENTS PROJECT**, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

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

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include,

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

DOUBLE D ELECTRIC
(Name of Contractor)

By: [Signature]
(Signature)

(SEAL)

OWNER
(Title of Authorized Person)

1540 N. MERCURY ST. RIDGECREST, CA.
(Address for Notices to be Sent) 93555

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW). The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

22

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Sole Source for Calif. Dept. Of Justice and authorization for issuance of PO

DEPARTMENTAL RECOMMENDATION:

Request the Board declare the California Department of Justice as

A) Sole source provider and

B) Authorize the issuance of a blanket Purchase Order in the amount of \$15,000.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Department of Justice is the only entity able to process and verify fingerprints for applicants. Some types of applicants/documents that need fingerprinting are: required registrants, work permits, background checks and CCW (Carry Concealed Weapon) applicants.

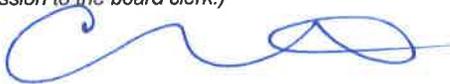
ALTERNATIVES:

The Board could choose not to authorize the Purchase Order. This is not recommended as required fingerprinting for various items would not be able to be processed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be paid from the 2016-2017 Sheriff General budget (022700), Object Code 5265 (Professional & Special Services).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date: <u>8/9/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 8-9-16

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:	
Description of Item or Service.	
The Dept. of Justice is the only entity able to process and verify fingerprints for applicants. In FY 2015-2016 we spent \$16,000 and are requesting a purchase order in the amount of \$15,000.	
DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze	
DEPARTMENT NAME Sheriff's Department	PHONE 760-878-0325
REQUESTED SUPPLIER/CONSULTANT NAME California Department of Justice	SUPPLIER CONTACT PERSON
SUPPLIER ADDRESS Accounting Services P.O. Box 944255 Sacramento, Ca. 94244-2550	SUPPLIER CONTACT'S PHONE NUMBER 916-227-3870

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



 Signature of Requestor

8/5/16

 Date

 President/CEO Approval

 Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
23

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

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

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Four Appointments to the Agriculture Resource Advisory Board

DEPARTMENTAL RECOMMENDATION:

Request that your Board consider the letters of interest received for appointment to the Agriculture Resource Advisory Board and appoint the following four appointments: One Board Member representing the category of "President of the Inyo/Mono Farm Bureau or their Appointee" term ended 8/22/2015 to serve a three-year term expiring 8/22/2018, One Board Member representing the category of "President Inyo/Mono Cattleman's Association or their Appointee" term ended 8/22/2015 to serve a three-year term expiring 8/22/2018, One Board Member representing the category of "Los Angeles Department of Water and Power (LADWP) Lessee" term ended 8/22/2015 to serve a three-year term expiring 8/22/2018, One Board Member representing the Eastern Sierra Tri-County Fair Board Chair or their Appointee" to serve the remainder unscheduled vacant three-year term expiring 8/22/2018.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Clerk of the Board has advertised these vacancies in accordance with the County policy. Letters of interest (attached) were received from the following: Howard Arcularius requesting the term of the Inyo/Mono Farm Bureau President, Gary Giacomini requesting the term of the appointee of the Inyo/Mono Cattleman's Association President, Daris Moxley requesting the term for the LADWP Lessee, William Talbot requesting the term for the LADWP Lessee, and Suzanne Wolfersberger requesting representing the Tri-County Fair Board Chair.

As per resolution 2006-28 the Agriculture Resource Advisory Board shall consist of seven (7) voting members; Community Business at Large, Los Angeles Department of Water and Power Lessee, President of the Inyo/Mono Farm Bureau or their Appointee, President of the Inyo/Mono Cattleman's Association or their Appointee, Chair of the Resource Conservation District or their appointee, Tri-County Fair Board Chair or their appointee, Chamber of Commerce Rotating between Bishop, Big Pine, Independence and Lone Pine.

The purpose of this Board is to act as a Technical Advisory Board on agricultural matters with the goal of sustaining and enhancing agricultural production in Inyo County. Duties to provide advice and recommendations to the Inyo County Board of Supervisors, Inyo County Planning Department and other Inyo County Agencies regarding agricultural issues.

ALTERNATIVES:

Your Board could choose not to appoint four Board Members thus leaving the Agriculture Resource Advisory Board with four vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No fiscal impact is expected from this action.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



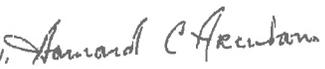
Date: 8-25-16

June 29, 2016

Inyo County of Inyo
Darcy Ellis, Assistant Clerk of the Inyo County Board of Supervisors
PO Drawer N
Independence, CA 93526

Dear Darcy Ellis,

I would like to request being reappointed to the Agriculture Resource Advisory Board as representative of Inyo/Mono Farm Bureau. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for reappointment. May this letter serve as a request of the Board of Supervisors to re-appoint me to this position.

Sincerely, 

Howard Arcularius
225 N. Round Valley Road
Bishop, CA 93514

July 25, 2016

County of Inyo
Darcy Ellis, Inyo County Clerk of the Board
PO Drawer N
Independence, CA 93526

Dear Darcy Ellis,

I would like to request being reappointed to the Agriculture Resource Advisory Board as representative of Inyo/Mono Cattleman's Association. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for reappointment. May this letter serve as a request of the Board of Supervisors to re-appoint me to this position.

Sincerely,

A handwritten signature in cursive script that reads "Gary Giacomini". The signature is written in dark ink and is positioned above the printed name and address.

Gary Giacomini
100 Warm Springs Road
Bishop, CA 93514

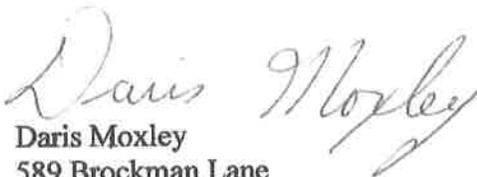
July 25, 2016

RECEIVED
2016 JUL 27 PM 12:31

Inyo County Clerk
of the Board
PO Drawer N
Independence, Ca. 93526

As a LADWP lessee I would like to be considered for appointment to the Agriculture Resource Advisory Board.

Thank You


Daris Moxley
589 Brockman Lane
Bishop, Ca. 93514

June 29, 2016

Inyo County of Inyo
Darcy Ellis, Assistant Clerk of the Inyo County Board of Supervisors
PO Drawer N
Independence, CA 93526

Dear Darcy Ellis,

I would like to request being reappointed to the Agriculture Resource Advisory Board as representative of Los Angeles Department of Water and Power Lessees. It is my understanding that a letter of intent to the Board of Supervisors is required in order for me to be considered for reappointment. May this letter serve as a request of the Board of Supervisors to re-appoint me to this position.

Sincerely,

A handwritten signature in blue ink that reads "William Talbot". The signature is written in a cursive style with a large, sweeping initial "W".

Dr. William Talbot
737 Home Street
Bishop, CA 93514



August 3, 2016

County of Inyo
Darcy Ellis, Assistant Clerk of the Inyo County Board of Supervisors
PO Drawer N
Independence, CA 93526

Dear Darcy Ellis,

I would like to request being appointed to the Agriculture Resource Advisory Board as representative of the Eastern Sierra Tri-County Fair Board Chair. It is my understanding that a letter of intent to the Inyo County Board of Supervisors is required in order for me to be considered for appointment. May this letter serve as a request of the Inyo County Board of Supervisors to appoint me to this position.

Sincerely,

Suzie Wolfersberger
Manager Tri-County Fair
Sierra Street
Bishop, CA 93514

Sierra Street & Fair Drive • P. O. Box 608 • Bishop, CA 93515
(760) 873-3588 • Fax (760) 873-8874 • Email: swolf@tricityfair.com
www.tricityfair.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 24
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 6 , 2016

SUBJECT: Award of the construction contract for the West Bishop Roadway Reconstruction Project ("project").

DEPARTMENTAL RECOMMENDATIONS: Request that your Board:

- A. Award the bid for the project to Qualcon Contractors, Inc. of Minden, Nevada;
- B. Award the construction contract for the project to Qualcon Contractors, Inc. of Minden, Nevada, in the amount of \$2,197,425.00;
- C. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures;
- D. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 9, 2016 meeting of the Board of Supervisors, your Board approved the plans and specification for the West Bishop Roadway Reconstruction Project, and authorized the Public Works Director to advertise the project for bids.

The West Bishop Roadway Reconstruction Project consists of the rehabilitation of approximately three (3) miles of residential roads in West Bishop, including Pa Me Lane, Sunset Drive, Snow Circle, Summer Haze Circle, Leisure Circle, Autumn Leaves Circle, Irene Street/Way, Sierra Vista Way and Glenbrook Way. The rehabilitation includes repaving these roads because of severe transverse cracking and to improve safety, ride quality, maintainability, and pavement life.

On Friday, August 26, 2016, bids were opened for the West Bishop Roadway Reconstruction Project. Three (3) companies submitted bids:

Qualcon Contractors, Inc. of Minden, Nevada	\$2,197,425.00
Herback General Engineering of Minden, Nevada	\$2,199,871.50
Spieß Construction Co., Inc. of Santa Maria, California	\$2,786,379.75

Because the project is state funded, the bidders were also required to comply with the County's Disadvantaged Business Enterprise (DBE) Program to be considered responsive to the requirements of the bid proposal. Each bidder was required to submit documentation that the bidder can meet or exceed

the DBE contract goal for subcontractor participation, or submit documentation of adequate Good Faith Efforts to make work available to DBE subcontractors.

Based on Qualcon Contractors, Inc.'s bid of \$2,197,425.00, the total cost of construction of the project, including contingencies, is estimated at approximately \$2,417,167.50. The County will be reimbursed up to \$2,885,000.00 for construction costs/construction engineering through the State Transportation Improvement Program (STIP). According to the timely use of funds requirement for STIP-funded projects, the contract for the project must be awarded before September 16, 2016 or the funds will be rescinded.

The roads will not be closed during construction. The contractor will provide for one-lane traffic control during portions of the work. The local residents and emergency response agencies will be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 45 working days.

Because there is adequate funding for the project, and the lowest bidder, Qualcon Contractors, Inc., is responsive to all requirements of the bid proposal, the Public Works Department requests that your Board award the bid and contract for the West Bishop Roadway Reconstruction Project to Qualcon Contractors, Inc.

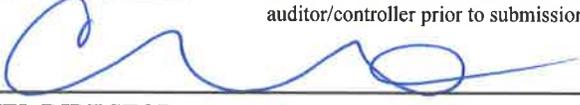
ALTERNATIVES:

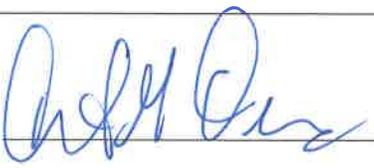
Your Board could reject all bids and forego the project. This is not recommended because reconstruction to the residential roads in West Bishop is needed. Alternatively, your Board could instruct staff to re-advertise the project for bids. This is not recommended because there is no indication that the County will receive lower bids than already presented, and the current bids fall within the project budget.

OTHER AGENCY INVOLVEMENT:

The Auditor's Office to make payments to the contractor after the contract is awarded.
 The Office of the County Counsel to review and approve contract documents.
 Caltrans to reimburse the County for project costs as described below.

FINANCING: The cost of the contract will be paid through budget unit 034601 (State funded road), object code 5740 (West Bishop Resurfacing).

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>8/30/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/31/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/31/16
 (Not to be signed until all approvals are received)

COUNTY OF INYO BID TABULATION

Project Title & Bid No. West Bishop Roadway Reconstruction Project # RPL-5948(81)
 Bid Opening Date: Aug. 26, 2016 Location: County Admin Center

BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
Herback General Engineer	2,199,871.50					X
Qualcon Contractors Inc.	2,197,425.					X
Spiess Construction	2,786,379.75					X

Opened By: Daray Ellis

Present: Mike Errante
Chris Cash
Cap Aubrey
Travis Dean





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Request to hire an Adult Services Supervisor in the Social Services division.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of Social Services and Mental Health funding (no General Funds) for the position of Adult Services Supervisor exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Adult Services Supervisor at Range 76 (\$5,059 - \$6,151).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Adult Services Supervisor in the HHS Social Services Division recently became vacant as the employee accepted a position with another County. The Adult Services Supervisor position provides direct, first-level supervisory oversight to Adult Protective Services (APS) and In Home Supportive Services (IHSS), as well as providing supervisor oversight to the investigation of referrals for persons who are being recommended for an Lanterman-Petris-Short (LPS) Conservatorship, including the court process. The Adult Services Supervisor position also coordinates recruitment and training of volunteers for aging programs and coordinates with the IHSS employer of record to recruit IHSS caregivers. Position also provides on call supervisor support to the Children's Social Services/FIRST on-call systems.

The Department is respectfully requesting authorization to recruit and hire an Adult Services Supervisor in the Social Services Division.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Adult Services Supervisor position. This would severely impact the oversight and functioning of APS, IHSS and ESAAA/IC-GOLD programs.

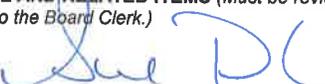
OTHER AGENCY INVOLVEMENT:

CA Department of Social Services, CA Department of Aging

FINANCING:

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 95% in

the Social Services Budget (055800) and 5% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:  Date: <u>8/24/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved:  Date: <u>8/23/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-23-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 7, 2016

SUBJECT: Letter of interest to the Solar Foundation in participating in the Solar Powering America by Recognizing Communities (SPARC) program.

DEPARTMENTAL RECOMMENDATION: Review the SPARC commitment to participate letter (Attachment); potentially authorize the chairperson to sign; and direct staff to send.

SUMMARY DISCUSSION:

On August 2, 2016 staff provided your Board information regarding the U.S. Department of Energy's Sun Shot Initiative's Sol Smart program and asked for direction to participate. Sol Smart is a national recognition and a no-cost technical assistance program for local governments that is designed to encourage more solar development on homes and businesses, as well as to make it more affordable. The SolSmart program, through SPARC gives the communities that choose to be involved, national recognition for achievements and provides technical assistance. This program supports the goals of the SunShot Initiative to make it faster, cheaper, and easier for home and business owners to install solar energy systems. The SolSmart designation is given to local jurisdictions that are participating in SPARC to address local solar 'soft costs'. Soft costs are the non-hardware costs related to solar energy system construction and include:

- Planning and zoning
- Permitting, interconnection, and inspection
- Financing
- Customer acquisition
- Installation labor

The stated benefits to local jurisdictions from the program are:

- National recognition on the SolSmart website, media campaign mentions, and other means.
- An opportunity to receive awards for exceeding basic program requirements and further distinguishing the community from its peers.
- The opportunity to host a SolSmart Advisor, a fully-funded temporary staff member assigned to each of 30 to 40 communities chosen for up to six months.

Your Board directed staff to request the County's participation in the SolSmart program. Participation is facilitated through the SPARC program. Staff has reviewed the application for the SPARC program and it requires a letter of support for participating in the program from your Board. A draft letter is provided for your review and Chairperson signature.

OTHER AGENCY INVOLVEMENT: US Department of Energy, California Energy Commission

FINANCING: General funds are utilized to monitor State and Federal policies and programs.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/24/16

Attachment:

Letter of interest to the Solar Foundation in participating in the Solar Powering America by Recognizing Communities (SPARC) program.



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

September 3, 2016

The Solar Foundation
600 14th St. NW #400
Washington, DC 20005

Dear Philip Haddix:

This letter is respectfully being submitted to memorialize the Inyo County Board of Supervisors' support for participating in the Solar Powering America by Recognizing Communities (SPARC) program.

As a SPARC designated community the County of Inyo, California, could greatly benefit from the technical assistance to develop a stronger solar market by improving relationships with local energy providers and refining policies and procedures to encourage the use of solar energy by County residences and business.

Inyo County participated in the Southwest Solar Transformation Initiative (SSTI) that was part of the U.S. Department of Energy's Rooftop Solar Challenge. Inyo County has the distinction of being the top community on the SSTI Roadmap, Leader Board, for the efforts it has already made to make solar development for local residences and businesses as easy as possible.

Inyo County would like to further these efforts by finding more ways to lower the soft costs to the community in setting up private solar systems, especially for people who live in the more rural areas of the County and for those with lower incomes. SPARC technical assistance could help the County find ways to help off-set the soft costs for reliable energy provision in the more remote areas of the County as well as lower the costs to the County's lower income population.

Inyo County looks forward to working with the US Department of Energy's Sun Shot Initiative as a SPARC community.

Sincerely,

Jeff Griffiths - Chairperson, Inyo County Board of Supervisors

cc:

Inyo County Board of Supervisors
Inyo County Administrative Officer



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27

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

FROM: County Counsel

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Request to Recruit and Hire One Deputy County Counsel I-IV

DEPARTMENTAL RECOMMENDATIONS: Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Deputy County Counsel position comes from the General Fund as certified by County Counsel, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Deputy County Counsel I-IV, at Ranges 81-89 (\$5,692 - \$8,417).

CAO RECOMMENDATION:

SUMMARY DISCUSSION The office's deputy county counsel has resigned effective September 2, 2016, to relocate to another area and position. Our attorney staffing is allocated at three positions. This recruitment will fill that third vacant position.

ALTERNATIVES: Remaining staff are not adequate to handle the office's workload on a long-term basis. County Counsel could potentially retain outside counsel to provide service to some departments. This would likely be more expensive than handling the workload internally.

OTHER AGENCY INVOLVEMENT: CAO; Auditor, and Personnel.

FINANCING: This position is budgeted in the County Counsel's Budget 010700.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>8/26/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>8/26/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>8/26/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) [Signature] Date: 8/25/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 28
--

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

FROM: County Administrator

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Appointment representatives to an Eastern Sierra Council of Governments' subcommittee consisting of members from the County of Inyo and Town of Mammoth to evaluate the most efficient way to expand and diversify long-term regional air service to the Eastern Sierra.

DEPARTMENTAL RECOMMENDATION:

Request your Board appoint, Chairman Griffiths and Supervisors Tillemans, as the County's representatives to the Eastern Sierra Council of Governments (ESCOG), to an ESCOG subcommittee comprised of representatives from the County of Inyo and Town of Mammoth to evaluate the most efficient way to expand and diversify long-term regional air service to the Eastern Sierra.

SUMMARY DISCUSSION:

On July 19th, staff from the Town of Mammoth Lakes provided your Board a presentation on the Mammoth Yosemite Airport. On July 26th, Inyo County Public Works staff presented your Board an update on the status of the Bishop Airport. As part of that presentation, and in anticipation of a July 29th ESCOG meeting that senior regional staff from the Federal Aviation Administration were expected to attend and participate in a discussion regarding regional commercial air service, staff recommended that your Board direct its ESCOG representatives to "request ESCOG form a subcommittee consisting of its members from the Town of Mammoth and Inyo County to evaluate the most efficient way to expand and diversify long-term regional air service to the Eastern Sierra."

On July 29th, the ESCOG supported the County's request. And, on August 17th, Inyo County staff attended and made a presentation regarding the Bishop Airport at the Mammoth Town Council meeting. Later in the meeting, the Town Council voted to appoint Mayor Richardson and Councilmember Wentworth to represent it on the Regional Air Service Sub-Committee.

Staff from the Town of Mammoth Lakes have indicated it has some questions regarding the subcommittee and, once received, and assuming your Board proceeds with participating on the subcommittee, staff will address the Town's questions and keep your Board apprised of the status of the meetings.

ALTERNATIVES:

Your Board could choose not to participate on the subcommittee, however, this is not recommended since the subcommittee was formed at the request of the County of Inyo

OTHER AGENCY INVOLVEMENT:

Town of Mammoth Lakes, ESCOG

FINANCING:

There could be incidental travel and staff expense associated with attending meetings between the County and the Town.

APPROVALS

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



DEPARTMENT HEAD SIGNATURE:

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

Date: 9/1/10



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: September 6, 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 biweekly 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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 09/01/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: September 6, 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 biweekly 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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Date: 09/01/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 31

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: September 6, 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 biweekly 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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 09/01/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: September 6, 2016

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meetings of July 19, 2016, July 26, 2016 and August 2, 2016.

SUMMARY DISCUSSION: N/A

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)
(The Original plus 20 copies of this document are required)

Date: 09/01/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for 1 p.m.
 Closed Session
 Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 6, 2016

SUBJECT: Public Hearing for CAO Recommended Fiscal Year 2016-2017 Budget

DEPARTMENTAL RECOMMENDATION: Request your Board conduct a Budget Hearing to: A) collect public comment; and B) review and adopt the Fiscal Year 2016-2017 County Budget.

SUMMARY DISCUSSION: The CAO Recommended Budget can be viewed online at <http://www.inyocounty.us/Budget/2016-2017/Budget.html> and hard copies are available for public review in the Clerk of the Board of Supervisors' office.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 08/31/16

34



Larry Johnston - District One Fred Stump - District Two Tim Alpers - District Three
Tim Fesko - District Four Stacy Corless - District Five

**BOARD OF SUPERVISORS
COUNTY OF MONO**

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Bob Musil, Clerk of the Board

August 16, 2016

Via Email Only

Mr. Joseph Byrne, Chair
California Water Commission
P.O. Box 942836
Sacramento, CA 94236-0001

**Re: County of Inyo / County of Mono / Tri-Valley Groundwater
Management District Request re: Owens Valley Groundwater
Basin Boundary Modification**

RECEIVED
2016 AUG 23 AM 8:08
CLERK OF THE BOARD
COUNTY OF MONO

Dear Mr. Byrne and Honorable Commissioners:

The Mono County Board of Supervisors submits this letter in support of the County of Inyo's ("Inyo County") request for modification of the boundaries of the Owens Valley Groundwater Basin. The Department of Water Resources ("DWR"), as you know, had issued a draft recommendation of denial (as modified) of Inyo County's request. The County of Mono ("Mono County") now respectfully challenges DWR's draft recommendation before your Commission, and urges your comment against it pursuant to section 10722.2, subd. (e) of the *Water Code*.

In its July 28 letter to your Commission, the Inyo County Water Department set forth in detail its views regarding the scientific bases underlying Inyo County's request for a basin boundary modification to divide the Owens Valley basin into two subbasins. As proposed by Inyo County, the division between the subbasins would be drawn between Inyo County's jurisdiction and that of the Tri-Valley Groundwater Management District at the Mono – Inyo county line. In submitting this letter, Mono County again adds its voice to the chorus of Eastern Sierra stakeholders encouraging the careful consideration of Inyo County's evidence in evaluating the basin boundary modification proposal. The scant justification that DWR has provided to date for its recommendation of denial suggests that DWR has not appropriately considered Inyo County's evidence in support of the basin boundary modification – evidence which, from Mono County's perspective and that of other local agencies, would seem overwhelmingly to favor the modification as requested.

Mono County respectfully urges your Commission's comment against DWR's recommendation, and in favor of the Owens Valley basin boundary adjustment as requested. The Mono County Board of Supervisors thanks your Commission for its ongoing consideration of this matter.

Sincerely,

Mono County Board of Supervisors

By: 
Fred Stump, Chair

cc:

Board of Directors, Tri-Valley Groundwater Management District
Board of Supervisors, County of Inyo
Robert Harrington, Director, Inyo County Water Department
Marshall Rudolph, Esq., County Counsel, County of Inyo

Proof of Service

) **State of California**
)
) **County of Mono**

I, Jennifer Senior, am over the age of 18 and not a party to this matter. My business address is 452 Old Mammoth Road, Third Floor, P.O. Box 2415, Mammoth Lakes, CA 93546. On August 18, 2016 I serve the following:

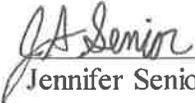
- **Letter of August 16, 2016 from Mono County Board of Supervisors to California Water Commission**

by first-class mail, postage prepaid, on the following persons:

Mr. Kevin Carunchio Inyo County Administrative Officer PO Drawer N Independence, CA 93526	Marshall Rudolph, Esq. Inyo County Counsel PO Box M Independence, CA 93526
Bob Harrington, Ph.D. Inyo County Water Department PO Box 337 135 South Jackson St. Independence, CA 93526	Board of Directors Tri-Valley Groundwater Management District PO Box 936 Benton, CA 93512
Inyo County Board of Supervisors PO Box N Independence, CA 93526	Mr. Tim Godwin Engineering Geologist California Department of Water Resources PO Box 942836 Sacramento, CA 94236
Mr. Trevor Joseph Supervising Engineering Geologist California Department of Water Resources PO Box 942836 Sacramento, CA 94236	Mr. Timothy Ross Sr. Engineering Geologist – Southern Region California Department of Water Resources 770 Fairmont Ave., Ste. 102 Glendale, CA 91203

Ms. Anecita Agustinez Tribal Policy Advisor California Department of Water Resources PO Box 942836 Sacramento, CA 94236	California Water Commission PO Box 942836 Sacramento, CA 94236
---	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of August, 2016 at Mammoth Lakes, California.


Jennifer Senior

35

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: 572486
Receipt Number: 2378749
Geographical Code: 1400
Copies Mailed Date: August 19, 2016
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: ZELLHOEFER, JON WILLIAM
Name of Business: DEATH VALLEY BREWING
Location of Business: 59 OLD SPANISH TRAIL BLDG 1 STE A
TECOPA, CA 92389

County: INYO
Is Premise inside city limits? Yes Census Tract 0008.00

Mailing Address: PO BOX 34
(If different from premises address) TECOPA, CA 92389

Type of license(s): 23

Transferor's license/name: 540534 / ZELLHOEFER, JON WILLIAM Dropping Partner: Yes ___ No X

RECEIVED
2016 AUG 23 AM 8:08

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Row 1: 23 - Small Beer Manufactur, PREMISE TO PREMISE TRANSFER, NA, Y, 0, 08/19/16, \$100.00. Row 2: Total, \$100.00.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: August 19, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

ZELLHOEFER, JON WILLIAM