

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

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

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

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

August 18, 2020 – 9:00 AM

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – – The County of Inyo v. Two Brothers Ocean Pine, LLC** (Inyo County Superior Court Case No. SI-CV-CV2065575).

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

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

7. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

8. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position comes from the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the open recruitment and hiring of one (1) Food Cook position at Range 51A-51C (\$3,047 - \$3,525).

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **Health & Human Services** - Request approval to pay County Behavioral Health Directors Association (CBHDA) dues for fiscal year 2020-2021 in an amount not to exceed \$16,083.80, contingent upon Board's adoption of FY 2020/2021 Budget.
10. **Public Works** - Request Board approve and award the contract for Engineering Consultant Services for the Lone Pine Sidewalk Construction and ADA Improvement Project to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$317,473.44, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.

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

11. **Child Support Services** - Request Board approve a proclamation declaring August 2020 as Child Support Awareness Month in Inyo County.
12. **County Administrator** - Request Board:
- A) Adopt the Restoring Vital & Valuable Inyo County Commerce (REVIVE) grant program to be funded with up to \$800,000 of CARES Act funding, as proposed or amended, contingent upon funds being received by the County;
- B) Authorize CAO, Clint Quilter, to sign agreements with grantees; and
- C) Authorize staff to make non-substantive changes to the grant documents.
13. **County Administrator - Information Services** - Request Board: A) declare the California Broadband Cooperative, Inc. (CBC) of Vallejo, CA a sole-source provider of symmetrical Internet Access Services; B) approve the corrected Service Agreement between the County of Inyo and the CBC for the provision of symmetrical Internet Access Services in an amount not to exceed \$141,200 (\$20,160 annually for 7 years, paid monthly at \$1,680) for the period of June 1, 2020 through May 31, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Information Services Director or Deputy Director to sign, contingent upon all appropriate signatures being obtained.
14. **Clerk of the Board** - Request Board approve the minutes of the regular Board of

Supervisors meeting of August 11, 2020.

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

15. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

16. **Inyo County Public Health** - Letter to the Community from Dr. James Richardson, Inyo County Public Health Officer.
17. **Inyo County Sheriff** - Sheriff 's and Jail Overtime Reports for June 2020.



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Jared Sparks

SUBJECT: Authorize Hiring of Food Cook Due to Vacancy

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the open recruitment and hiring of one (1) Food Cook position at Range 51A-51C (\$3,047 - \$3,525).

SUMMARY/JUSTIFICATION:

Recently a Sheriff's Food Cook was promoted causing the position to become vacant. We request your Board to authorize, the hiring of one Food Cook to back fill the vacant position. Filling this position falls within the Sheriff's Office current authorized strength.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Recently a Sheriff's Food Cook was promoted causing the position to become vacant. Filling this position falls within the Sheriff's Office current authorized strength.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the hiring of one Food Cook position. This would increase overtime and the burden to existing personnel of covering shifts.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's Office

FINANCING:

This Food Cook position is included in the 2020-2021 Sheriff's Kitchen Services budget (022701).

ATTACHMENTS:

APPROVALS:

Jared Sparks

Darcy Ellis

Jared Sparks

Sue Dishion

Marshall Rudolph

Amy Shepherd

Riannah Reade

Jeffrey Hollowell

Created/Initiated - 8/6/2020

Approved - 8/10/2020

Approved - 8/10/2020

Approved - 8/11/2020

Approved - 8/11/2020

Approved - 8/12/2020

Approved - 8/12/2020

Final Approval - 8/12/2020



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Lucy Vincent

SUBJECT: Approval to Pay Association Dues

RECOMMENDED ACTION:

Request Board authorize payment of the County Behavioral Health Directors Association (CBHDA) dues for Fiscal Year 2020-2021 in an amount not to exceed \$16,083.80, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget.

SUMMARY/JUSTIFICATION:

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. CBHDA, the association of Behavioral Health Directors, is staffed by an experienced team that works closely with CSAC, RCRC and other State partners to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State and the Department of Healthcare Services (DHCS) for public behavioral health programs. In addition to its role in providing leadership, advocacy, and support for public behavioral health programs, CBHDA convenes behavioral health professionals for the purpose of informing public policy and improving the delivery of behavioral health services.

CBHDA has proved to be an effective organization, bringing needed resources, especially for small counties, to track and advocate around MediCal policies and regulations as related to the functioning as the Specialty Mental Health MediCal and Drug MediCal Plan. In addition, CBHDA provides advocacy and support in such areas as the implementation of the Mental Health Services Act, the Substance Abuse Block Grant, the Mental Health Block Grant, LPS reform and the Continuum of Care reform.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If dues are not paid, Inyo County would not have direct access to the resources, education and information available to participating counties.

OTHER AGENCY INVOLVEMENT:

All of California's County Behavioral Health programs

FINANCING:

The funding is a combination of Federal, State, and Behavioral Health Realignment funds. This expense will be budgeted in Behavioral Health (045200) in General Operating (5311).

ATTACHMENTS:

1. CBHDA 2020-21 Annual Update
2. CBHDA 20-21 Dues Invoice

APPROVALS:

Lucy Vincent	Created/Initiated - 7/27/2020
Darcy Ellis	Approved - 7/27/2020
Lucy Vincent	Approved - 7/27/2020
Marilyn Mann	Approved - 8/4/2020
Meaghan McCamman	Approved - 8/12/2020
Melissa Best-Baker	Approved - 8/12/2020
Amy Shepherd	Approved - 8/12/2020
Marilyn Mann	Final Approval - 8/12/2020



July 1, 2020

TO: Members, County Behavioral Health Directors Association of California

FROM: Michelle Doty Cabrera, Executive Director

SUBJECT: CBHDA 2020-21 Dues Invoice and Annual Update

CBHDA and County Behavioral Health have faced unprecedented challenges as well as opportunities this past year. Leadership changes at the state level brought a new level of focus toward improving our state's behavioral health system, whether through CalAIM reforms in Medi-Cal, discussions around potential Mental Health Services Act (MHSA) reform, or the formation of an interagency Behavioral Health Taskforce. A year ago, when I began this role, the state was in the process of issuing what appeared to be unique and significant sanctions on County Mental Health Plans related to Network Adequacy standards put forward by the state, discussions were underway related to redirecting MHSA dollars toward public safety and homelessness, and the organization was without a lead lobbyist, and had been operating with an interim Executive Director for close to a year.

While we began 2020 with historic state surpluses and potential for positive investments in our behavioral health safety net, the world has been radically upended by an unprecedented global pandemic, which immediately rattled the county behavioral health delivery system, state and local budgets and the global economy. As we issue this letter, our nation is coming to terms in a profound new way with centuries of institutional racism and state-sanctioned violence directed at black Americans through mass political unrest. This is a critical point in our collective history.

While I am proud of the leadership, adaptability, and engagement demonstrated by our staff and membership through all of these highs and lows, the pace and degree of these changes have placed incredible demands on our organization. CBHDA was already on track for major changes initiated by the Board. In October of 2018, the Association's leadership and Governing Board developed a plan to improve CBHDA's standing and efficacy. The Board recognized the need to invest in advocacy given the organizational and political challenges facing county behavioral health. This memo outlines the organization's accomplishments in alignment with that vision over the last year, and the ways in which the organization intends to move forward with the planned expansion of CBHDA's role.

The CBHDA staff strives not only to keep our membership informed on fast-moving policy and fiscal matters, but to be a strong advocate, through high-quality policy analysis, advocacy, and partnership with key allies. We realize, also, that our advocacy is only as strong as our connection to our membership, and value the investment of time and attention you and your staff make to informing and assisting with those efforts.

As with prior dues memos, our CBHDA staff have outlined several key accomplishments from the past year here. We believe that these, and so many more, examples, demonstrate the value of this organization, and your investment in it.

Legislative Advocacy (2019-20)

- **Budget Advocacy:**
 - **Realignment Backfill:** In the face of looming budget cuts, CBHDA mobilized a coalition of 23 behavioral health organizations including statewide representatives of county agencies, providers, and consumers to support a \$1 billion comprehensive realignment backfill which maximized the potential for behavioral health funding.
 - **MHSA Flexibilities:** CBHDA spearheaded efforts to bring MHSA county, community, client, and provider stakeholders to consensus on temporary MHSA flexibilities, which were proposed and included in the final June Budget deal, including protecting MHSA funds from being reverted.
 - **FURS Funding:** In partnership with CWDA and Children Now, CBHDA secured \$15 million for start-up costs and \$30 million in ongoing funding for the Family Urgent Response System (FURS). CBHDA successfully worked with stakeholders to protect FURS funding from elimination as had been proposed in the 2020 May Revision.
 - Additional budget advocacy wins include:
 - With the support of the Legislative Committee, CBHDA worked to successfully enact clean-up budget language to AB 114 to safeguard Innovation funds from reversion. CBHDA secured passage of SB 79 to allow extensions to MHSA Innovation project timelines and secured favorable guidance from DHCS on implementation.
 - Helped secure \$40 Million in Workforce, Education and Training Funding for county behavioral health workforce investments and worked extensively with OSHPD to implement this grant program.
- **Newly introduced or co-sponsored bills:**
 - **SB 803 (Beall) Peer Certification:** Brought CBHDA back on as a co-sponsor for Peer Certification legislation alongside the Steinberg Institute and LA County. This is one of a small number of bills still moving through the legislative process post-COVID-19.
 - **AB 2668 (Quirk-Silva) School-based mental health:** Introduced legislation to establish new commercial insurance payment mechanism for school-based services.
- **Successfully navigated numerous attempts to reform or redirect the MHSA:**
 - **Developed Strategic Partnerships with Key Reform Stakeholders:** Engaged Administration and Key Stakeholders (Steinberg Institute) to ensure alignment with CBHDA and CSAC Joint MHSA Reform Principles. Successfully worked to avert attempts by numerous stakeholder groups to divert MHSA resources away from county behavioral health to fund broader homelessness or criminal justice initiatives.
- **Significantly Strengthened CBHDA's Process to Review and Adopt Positions on Legislation:** Under new leadership, the legislative advocacy team has improved the process

to review and take positions on legislation in a more timely fashion while ensuring input from the membership to guide positions. As a result:

- **Timely and comprehensive review:** In 2020, with CBHDA staff, the Legislative Committee reviewed over 115 bills in detail that address mental health and SUD issues and developed positions, suggested amendments, and other legislative strategies. Based on the guidance from the Legislative Committee, at the end of Year 1 and beginning of Year 2 of the Legislative Session, CBHDA submitted over 190 position letters to committees and offices on vital pieces of legislation.
- **Changed course on over 50 Bills in the Legislative Process in the Last Year:** Guided by the Legislative Committee, over 40 bills were successfully amended, including 30 bills to involve CBHDA as a stakeholder in policy implementation efforts. CBHDA was also successful in significantly amending or stopping over 15 pieces of legislation that would have adversely impacted county behavioral health, including legislation that would have diverted MHSA funds and created new unfunded mandates.

Administrative Advocacy, 2019-20

- **Network adequacy:**
 - Secured language in legislation to restrict the state's ability to sanction counties unless ratios have been codified in state law or contract.
 - Secured adjustments to provider-to-beneficiary ratios for outpatient specialty mental health services, and a commitment from DHCS to continue to work with CBHDA to develop alternate approaches to measuring network capacity.
 - Worked with the state to ensure no Network Adequacy sanctions were levied on counties while negotiations are underway for a more reasonable and meaningful standard.
- **CalAIM:** Successfully advocated for the inclusion of CBHDA policy priorities into DHCS's initial CalAIM proposals for Medi-Cal waiver renewals and delivery system reforms which would, taken together, improve mental health and SUD integration, improve counties' ability to draw down federal match for Medi-Cal services, and reduce administrative and documentation burdens, along with audit risk. CalAIM proposals influenced by CBHDA include:
 - **Behavioral Health Payment Reform:** Provided recommendations on moving away from CPE-based billing to one with fewer onerous documentation standards and a shorter cost-settlement horizon, which will reduce the financial exposure and risk, while reducing provider administrative burden.
 - **Medical Necessity:** Shaped proposals for adoption of universal, multi-dimensional assessment and bi-directional referral tools and elimination of requirement for diagnosis prior to reimbursement for services.
 - **DMC-ODS Renewal:** Recommended key changes to DMC-ODS STCs, including eliminating the two-episode limit on reimbursement of adult residential treatment and ending same-day billing prohibition on MAT for clients receiving recovery services.
 - **MH/SUD Integration:** Worked with DHCS to develop a proposal for eliminating the redundancy and inefficiencies by proposing the integration of mental health and SUD plans into single behavioral health managed care plan, which will also support clinical integration and improve client outcomes.
 - **Population health management:** Secured DHCS direction that Medi-Cal Managed Care Plans consult county behavioral health plans in the development of annual population health management plans which will be driver for development of Enhanced Care Management/In Lieu of Services.

- **Regional Contracting/Full Integration Pilots:** Held off attempts at forcing counties to enter into regional contracts or to establish so-called “Full-Integration” Pilots to pilot standing up new plans alongside county behavioral health plans, which would take on full responsibility for physical and behavioral health.
- **Children and Youth Behavioral Health:** Ensured CBHDA had a voice in the many critical conversations and implementation efforts impacting children and youth in need of behavioral health services, including:
 - **Joint Plan for Foster Care:** Collaborated with CWDA in the development of a joint foster care proposal to further support the effort to expand access to behavioral health treatment for this population through automatic eligibility for child welfare involved families and children with a minimum set of services and benefits for consideration as part of the waiver renewal process.
 - **CCR, Families First Prevention Services Act (FFPSA) and AB 2083 Implementation:** Collaborated with county and state agency partners toward successful implementation of the Continuum of Care Reform (CCR), federal FFPSA, and the provisions outlined under AB 2083. This collaboration also included providing recommendations related to the structure of the Memorandum of Understanding (MOU) as required under statute.
 - **Child Welfare Council:** Joined the newly formed Mental Health Committee of the CWC and advocated for inclusion of SUD services as an important focus which led to renaming the committee the Behavioral Health Committee.

COVID-19 Response

- **COVID-19 Regulatory Flexibility:** Coordinated county feedback on local needs for emergency regulatory relief and worked with DHCS to propose key changes via state-level executive orders and federal emergency SPA and waiver requests to facilitate the ability to stabilize contracted providers, and deliver services via phone and telehealth. In addition, successfully secured an increase in the county administrative cap to acknowledge increased costs and lower billing.
 - **FEMA Grant:** Worked alongside DHCS to develop an \$84 million FEMA RSP Grant to create a statewide virtual EAP crisis counseling network. Approval from FEMA is still pending.
 - **HMIOT Extensions:** Successfully acquired case by case extensions to the \$50 million Homeless Mentally Ill Outreach and Treatment program administered by DHCS.
 - **Clinical Training:** Engaged CIBHS and secured private foundation funding to develop trainings for counties, with input from our Medical Directors, on telehealth across discreet populations to help support the rapid evolution and deployment of telehealth services.

Increased CBHDA’s Statewide Profile

- Secured broad County Behavioral Health Director representation on both the CalAIM workgroups, as well as the state’s newly formed Behavioral Health Stakeholder Advisory Committee;
- Secured CBHDA appointment to the Behavioral Health Task Force;
- Secured CBHDA appointment to the Governor’s Regional Council of Homeless Advisors where we prevented a proposal to sweep MHSA funds to help fund the state’s response to homelessness and instead helped to influence the state’s decision for new investments in addressing homelessness;

- Secured appointments on the newly formed Child Welfare Council's Behavioral Health Committee, and Foster Care Reform work group under CalAIM; and,
- Secured two county behavioral health seats on the Newsom Administration's ACE's Aware campaign being led by the newly appointed Surgeon General.

CBHDA Organizational Development

- **Restructured CBHDA:** Brought in a new Director of Government Affairs and created new positions Director of Policy and Director of Operations. Promoted from within to fill two of those positions. Eliminated the Deputy Director and Director of Communications and External Affairs positions.
- **Reformed CBHDA's Committees:** To ensure more intentional engagement of outside stakeholders, made CBHDA's committee meetings exclusive to county behavioral health staff and Directors, unless otherwise indicated.
- **Reformed CBHDA's meeting calendar:** To improve the efficacy of CBHDA's advocacy, reformed CBHDA's monthly meeting calendar to better align with the legislature's committee and budget calendar. Shifted from two-day to one-day Board meetings, and slightly reduced the frequency of meetings to support a greater focus on advocacy needs.
- **Improved Communications Support:** Brought on the communications firm Paschal Roth to improve CBHDA's media outreach and presence.
- **Cut unnecessary costs:**
 - Restructured or cut contracts to more appropriately reflect the necessary scope of work and added value of those consultants, resulting in **\$311,211** in offset consultant savings to the Association.
 - Reduced costs to reflect impact of COVID-19 stay-at-home orders, as well as other efficiencies, e.g., staff travel, office expenses, IT costs, printed materials, meeting, and staff appreciation costs for a combined reduction in costs of **\$348,529** compared with the prior year's budget.

With your continued support and participation in the coming year, together we will face new challenges. CBHDA will continue to identify members' shared policy priorities and seize new opportunities:

- **Network adequacy:** CBHDA will seek to negotiate an approach to measuring network capacity that more accurately reflects access to care and considers the impacts of COVID-19.
- **Concurrent review of inpatient psychiatric services:** CBHDA will continue to advocate for secondary implementation guidance that will enable counties to implement concurrent review in a streamlined, compliant manner while retaining utilization review authority and obtaining adequate clinical information from hospitals to facilitate effective care transitions.
- **CalAIM:** CBHDA will advocate for revisions to payment reform and other CalAIM proposals that reflect lessons learned from COVID-19. Advocacy priorities will include new implementation funding, realistic implementation timelines, prioritization of medical necessity changes and documentation reform, data and I.T. capacity building, partnership with managed care plans on population health management and new ECM/ILOs benefits, and new options for payment reform.
- **Budget:** CBHDA will continue to advocate for adequate resources for county behavioral health.
- **Staffing:** CBHDA will continue to recruit for two new positions to support the strength of our advocacy work: including recruitment of a new fiscal analyst.

- **Long-term vision:** CBHDA is interested in engaging the Board in investments in more long-term strategic planning to address questions related to potential carve-in proposals in future years, greater county collaboration, and to explore capitated payment and other alternative payment models.
- **Building Partnerships:** CBHDA will continue to strengthen its partnerships with our sister organizations, CalMHSA and CIBHS, as well as with our external stakeholders and partners.

The CBHDA Governing Board, leadership, and staff team at CBHDA sincerely appreciate the support and high level of member participation in this Association. As we work together to craft the future of behavioral health care in California, your voice and participation will be key to our success. Thank you for all that you do in your county and with your Association colleagues to make a difference in the lives of Californians living with behavioral health needs.

If you have questions about our work over the past year or plans for the coming year, please feel free to contact me at mcabrera@cbhda.org. If you have any questions regarding the attached CBHDA FY 20/21 dues invoice, please contact Andrea Porter @ aporter@cbhda.org.

County Behavioral Health
 Directors Association of California
 2125 19th Street, 2nd Floor
 Sacramento, CA 95818

Invoice

Phone Number 916-556-3477 x 1118

Customer No.: INYO COUNTY
 Invoice No.: 11584

Bill To: Inyo County BH Department
 Gail Zwier, Director
 162 J Grove Street
 Bishop, CA 93514

Date	Ship Via	F.O.B.	Tax Payer I D Number 68-0232359	
07/10/20				
Purchase Order Number	Order Date	Sales Person	Our Order Number	
	07/10/20	Accounting		
Quantity	Description	Unit Price	Amount	

1	Membership Dues FY 20/21	16083.80	16083.80
	Invoice subtotal		16083.80
	Invoice total		16083.80

Please Make Check Payable to: County Behavioral Health Directors Association of California



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Trevor Taylor

SUBJECT: Approval of consultant contract with Eastern Sierra Engineering for the Lone Pine Sidewalk Construction and ADA Improvement Project

RECOMMENDED ACTION:

Request Board approve and award the contract for Engineering Consultant Services for the Lone Pine Sidewalk Construction and ADA Improvement Project to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$317,473.44, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County was awarded a Cycle 4 Active Transportation Program (ATP) grant for the Lone Pine Sidewalk Construction and ADA Improvement project in January of 2019. The project proposes to install new sections of sidewalk at locations in the community of Lone Pine chosen to promote connectivity within the downtown business center and to establish a safety corridor along Jackson Street from Whitney Portal Road to East Begole Street for access to the Lo-Inyo Elementary School. The project will also identify and design for ADA corrective action on existing curb ramps and section of existing sidewalk within the project area. A Request for Proposals for Environmental, Design, PS&E, and Construction Support services was advertised to interested consultants in January of 2020.

Three proposals were received from the following consultants:

Eastern Sierra Engineering of Bishop, CA
Triad Holmes and Associates of Mammoth Lakes, CA
Cardno, Inc. of Bishop, CA

Eastern Sierra Engineering was chosen by a proposal review committee as the top ranked consultant for the project. Project work will begin as soon as the contract is fully executed with the Environmental and PS&E phases scheduled to be completed in roughly 1 year. The not-to-exceed amount of \$317,473.44 includes required work in addition to \$17,968.44 worth of optional tasks. A breakdown of required work and optional tasks is included in Attachment B of the Contract. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective only by written Amendment to the Contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with Eastern Sierra Engineering and instruct Public Works to re-advertise the RFP. This is not recommended as a qualified consultant is necessary for advancing this project to and through the design and construction phases.

OTHER AGENCY INVOLVEMENT:

Auditor for payment to the consultant after contract award.
County Counsel for review and approval of contract documents.
Caltrans for reimbursement of County costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5708 (Lone Pine Sidewalk ATP). This project is 100% reimbursable through the Active Transportation Program. There is sufficient funds in the preliminary budget to cover expenses that will be incurred before budget adoption.

ATTACHMENTS:

1. Lone Pine Sidewalks Contract - ESE

APPROVALS:

Trevor Taylor	Created/Initiated - 7/28/2020
Darcy Ellis	Approved - 7/28/2020
Trevor Taylor	Approved - 8/11/2020
Breanne Nelums	Approved - 8/11/2020
Michael Errante	Approved - 8/11/2020
Marshall Rudolph	Approved - 8/11/2020
Amy Shepherd	Approved - 8/12/2020
Michael Errante	Final Approval - 8/12/2020

CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT 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 Contract will be made by the Public Works Director, Michael Errante. Requests to the Consultant for work or services to be performed under this Contract 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 Contract. County by this Contract 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on 8/18/2020, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 8/18/2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is 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 Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a **fixed fee of \$ 27,227.73**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor
County of Inyo, Public Works
Department P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$317,473.44.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. 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 alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. 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 Contract or as otherwise may be required. Further, during the term of this Contract, 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 Contract, 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 Contract.

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>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, 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 Contract 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 Contract.

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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 Contract. 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.

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. 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 Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. 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 Contract 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 Contract, 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.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract

cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the

management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

- A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, 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 Contract without the prior written consent of County.

20. 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 Contract 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. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B “County Property,” shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County’s operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County’s actions on the same, except to County’s staff, Consultant’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County’s written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. POST CONTRACT 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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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 Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

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

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, 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
PO Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Consultant:

_____ Name
_____ Address
_____ City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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.

---o0o---

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

County Auditor

County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO

AND Eastern Sierra Engineering

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: August 18, 2020

TO: August 18, 2023

SCOPE OF WORK:

Eastern Sierra Engineering of Bishop, CA will be providing engineering design and environmental services for the Lone Pine Sidewalk Construction and ADA Improvement Project #ATPSB1L-5948(096). Services include preliminary engineering, design, and environmental services as included in the attached Scope of Work. The scope of work attached below includes proposed project manager Michael Collins. David Grah will replace Michael Collins as the proposed project manager due to staffing changes as reflected in the cost proposal.

The Scope of Work includes a few Optional Tasks, totaling \$17,968.44. The Consultant shall not incur costs on these tasks without prior approval from the County.

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.

Prior to incurring any expenses above the estimated project cost of \$317,473.44, a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors. Any increase to the not-to-exceed amount will be effective only by written Amendment to the Contract.



SCOPE OF WORK

Task 1 - Project Management -ESE

ESE's project manager, Michael Collins, will be responsible for management of this project from the Bishop, CA office with support from the Reno, NV office. He will work closely with the Inyo County Project Manager to coordinate and be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. Mr. Collins has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE projects and Caltrans Work experience. Additionally, Mr. Collins previously worked in the Design department in Caltrans District 9 and will coordinate with them on the Lone Pine (US-395) rehabilitation project planned for 2023.

Deliverable: N/A

Task 2 - Preliminary Engineering Studies - ESE/GTS

The preliminary engineering phase (PA&ED) will refine project scope in the context of available funding and ensure the Environmental Document is geared toward an appropriate and feasible project scope. The County has identified approximately 5,500 feet of existing and 4,500 feet of proposed sidewalk eligible for improvements in this project. There is approximately \$1.6 million dollars available for construction.

The primary objective of this task is to identify which sidewalk segments will be included in this project. ESE will lead this work with input from GTS on traffic engineering and Geode on the environmental document. GTS will assist in prioritizing which improvements will have the greatest contribution to overall connectivity considering the project's budget, determining cross walk locations & treatments, roadway striping, and signage. A figure of the project area will be prepared along with a table prioritizing all segments of existing and proposed sidewalk defined by the County and how they fit into the overall connectivity. The table will define rough cost to rehabilitate or construct sidewalk as well as existing condition and other considerations such as drainage or existing utilities. We understand that certain segments of sidewalk such as the safety corridor along Jackson Street have already been identified as the highest priority for improvements. Curb ramps and crosswalk locations will also be determined. With this information, ESE and the County will establish the scope





of the project. ESE will propose additive-alternates as necessary for maximizing the scope of work within the funding limitations. Once the scope has been defined, ESE will assemble a preliminary set of 30% plans to be reviewed by the County.

Preliminary plans to include:

- Title Sheet
- Notes, Legend and Abbreviations
- Utilities Index
- Plan Sheets (10 Scale)
- Signing and Striping
- Detail Sheets

Construction Cost Estimate. An estimate of probable construction costs will be prepared with the preliminary plans. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs.

ESE can provide geotechnical investigations as-needed on this project, but we do not expect any formal studies as this project is focused on pedestrian facilities and not the roadway structural section.



Deliverables: Sidewalk connectivity figure and table. 30% PS&E Package (Layouts at 10 scale). All plans will be D size drawings 24" x 36.

Task 3 - ATP Required User Counts – GTS

GTS will collect pre-construction and post-construction pedestrian count data at up to three locations within the project limits. The data collection will be based on the Interim Count Methodology Guidance for Active Transportation Program (ATP) of September 2019. This budget is based on collecting count data at each location for 4-total Hours on 3 Weekdays (T, W, TH) at 7 – 9 AM and 4 – 6 PM and 1 Weekend day 11 AM - 1 PM before and then after construction.

Deliverable: Pedestrian Count Report

Task 4 - Surveys and Mapping – Bear/ESE

The base map will be a compilation of the field survey, record of surveys, aerial photo, record drawings, utility information, and existing constraints. John Langford will perform the field survey (horizontal datum CCS Zone IV NAD 83(2011) US Survey feet and vertical datum NAVD 88) and provide existing right-of-way and easements within the area. The proposed project survey limits will be quite broad to provide enough room for all potential sidewalk scenarios and include adjacent roadways at 50' intervals to ensure the new designs tie into existing improvements. All existing pedestrian facilities within the project area will be surveyed to verify compliance with ADA design standards. John Langford has extensive experience surveying in Inyo County for more than 40 years and has previously worked with ESE on a number of Inyo County Projects. Michael Collins and Daniel Sandoval will contact the utility agencies for utility mapping. Michael will compile all of the topo survey, utility information and aerial photo for a comprehensive project base map





Deliverable: Base map in electronic format (AutoCAD 2019)

Task 5 - Environmental Studies and Documentation – Geode

A- CEQA Categorical Exemption (CE)

Geode Environmental (Geode), will complete the environmental review of the anticipated CEQA Categorical Exemption (CE) per PRC 21084; 14 CCR 15301. As the footprint of the project area identified for new sidewalks in Lone Pine appears to have previously been disturbed by grading, parking and pedestrian use, and no native vegetation is established in these areas, no environmental technical studies are anticipated.

B- Environmental Commitments Record (ECR)

Should the project scope change due to project site conditions or at the discretion of jurisdictional agencies, Geode will provide all required professional environmental services necessary to obtain environmental clearance per CEQA and NEPA, if a federal nexus is established. Geode will ensure the project design and construction documents comply with the CEQA environmental document and any regulatory permits through memorialization in the Environmental Commitments Record (ECR). The ECR is a matrix noting the necessary environmental provisions and the associated Caltrans 2018 Standard Plans and Standard Specifications, which guide in the implementation of the provisions and avoidance measures. This document will assist both the Inyo County Public Works department, the Resident Engineer on the project, and the contractor, track and monitor the implementation of the ECR measures. These collective efforts fulfil the project's CEQA requirements.

C- Coordination

Within the project scope, Geode will assume a project initiation meeting to coordinate with Inyo County Public Works and the time necessary to communicate with CDFW's Edith Martinez, Inland Desert Regional Coordinator to obtain concurrence on a CEQA Categorical Exemption (CE) per PRC 21084; 14 CCR 15301.

OPTIONAL TASKS (OT) – Through coordination with Inyo County Public Works and jurisdictional agencies like CDFW or the Lone Pine Paiute-Shoshone Tribe, should additional surveys be required, the following will be performed. These optional tasks are considered beyond the scope of this project and would require an amendment from the County to complete:

OT 1- Biological Resource Efforts

- A California Natural Diversity Data Base (CNDDDB) search for state and federally listed species;
- A focused botanical and species surveys will be performed; and
- A biological report will be drafted to address any potentially significant impacts and associated avoidance measures to minimize significant adverse environmental effects to the extent feasible (the NEPA equivalent of mitigation).

OT 2- Cultural Resource Efforts

- Pedestrian field survey to verify archaeological resources;
- A cultural resources records search from the California Historic Resources Information System (CHRIS) at the Eastern Information Center (EIC) at UC Riverside; and
- A Phase I Cultural Resources Assessment with associated avoidance measures to minimize significant adverse environmental effects; and
- Possible AB 52 Coordination with Lone Pine Paiute-Shoshone Tribe if document level is elevated above a CE.

OT 3- Supplemental Coordination with Jurisdictional Agencies





- CDFW
- USFWS (if federal nexus is established)
- Lone Pine Paiute-Shoshone Tribe
- Presence at the Inyo County Board of Supervisors Meeting
- Other agencies

Deliverable: Drafting of CEQA Categorical Exemption, required agency permits as necessary

Task 6 - Utility Coordination – ESE



As part Task 4, ESE will obtain existing utilities mapping and incorporate them into the Base Map. Additionally, all existing overhead utilities will be identified and utility pole numbers will be noted on the base map. This task will include potholing existing and abandoned utilities to determine their precise location. ESE has technicians based in Bishop to assist with potholing.

ESE will work to design coherent pedestrian infrastructure that meets all design standards while minimizing impacts to existing utilities especially expensive pole relocations. All utility plans will meet design standards as defined by the owner. Preliminary and final plans will be submitted to the utilities for approval. Additionally, ESE will conduct two utility coordination meetings for all effected entities. ESE will adjust project schedule based on final scope of utility relocation. We will also work to accommodate utilities that plan to update aging facilities within the project area. ESE will provide the County with all utility correspondence from this project.

Deliverable: Utility Mapping included on Base Map, Utility Improvement Plans

Task 7 - Right of Way Phase & Determination – ESE/Bear

We understand that additional Right of Way (ROW) is not anticipated for this project. Preliminary inquiry indicates that there may not be sufficient record in mapping to establish clear right of way on this project. Bear will use field investigation and review existing mapping to establish County right of way as clearly as possible. ESE and Bear have encountered similar difficulties constructing sidewalks on Home Street in Bishop, CA. If additional ROW is necessary, ESE will work with Bear Engineering to define proposed additional ROW.

Deliverable: Right of Way certification

Task 8 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to meet the project scope as defined in Task 2. During this phase ESE will determine how improvements will tie into existing asphalt and adjacent properties Drainage will also be reviewed to update existing facilities so that they accommodate new flow patterns. The Plans will be submitted to the Division of the State Architect's (DSA) Office for review of ADA compliance. The Consultant will be responsible for submitting the review package to the DSA in accordance with applicable guidelines and will address any comments or changes stemming from the review. ESE also anticipates County reviews and will address all comments from the County.



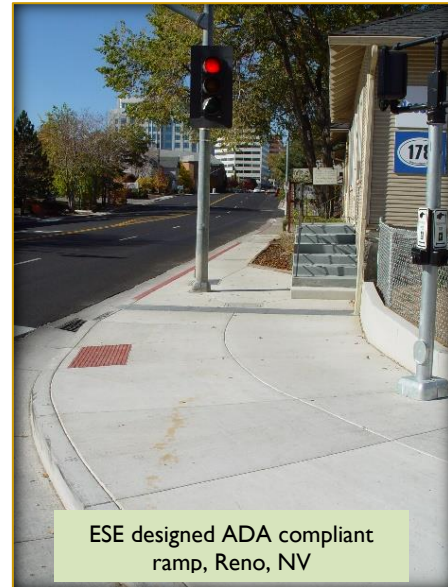


This project will require minimal improvements on Caltrans right of way. We anticipate applying for a Caltrans encroachment permit to complete this work. We also understand Caltrans has a rehabilitation programmed on US-395 through Lone Pine and we will need to coordinate with their improvements.

Final plans to include:

- Title Sheet
- Notes, Legend and Abbreviations
- Plan Sheets (10 scale)
- Intersection Detail Sheets (5 scale)
- Ramp Detail Sheets (5 scale)
- Striping and Sign Sheets
- Roadway, Sign and Striping Details
- Construction Area Signs
- Erosion Control Plans
- Traffic Control Plans

Specifications. Front-end specifications will be provided by the County. The technical specifications will be a combination of Caltrans specifications and special provisions developed by ESE and the County.



Construction Cost Estimate. An estimate of probable construction costs will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: PS&E at 60%, 90%, and final contract documents. All plans will be D size drawings 24" x 36". ESE will submit to County: 1 Mylar original, 2 copy sets and 1 copy on USB drive for review. Caltrans Encroachment Permit

Task 9 - Coordination with Adjacent Properties – ESE/Bear

ESE will work with adjacent properties to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. We anticipate much of the right of way is poorly defined and establishing temporary construction easements will be difficult. Temporary construction easements will be put in place, as necessary to allow construction. Designs will work to maintain existing parking and minimize tree disturbance as much as possible. We anticipate minimal impact to owner's improvements due to the flat slopes and wide width of existing streets. ESE understands there may be one public meeting and will work with the County to organize the meeting.

Deliverables: Construction Easements, Public meeting figures

Task 10 - Bid Process – ESE

As part of Task 8 ESE will provide an electronic copy of the final approved plans and specifications, a Mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format will provide the following assistance during the period of time between advertising and receipt of bids for the project.



- Assistance During Bidding. ESE will provide assistance to the County during bidding of the project. The work shall include answering questions from prospective bidders, preparation of addenda (as required) during the advertisement period, and providing ongoing consultation and interpretation of the construction documents.
- Attend Pre-Bid Conference. ESE will attend one pre-bid conference. The County will lead the meeting and ESE will answer questions and discuss intent of the plans.
- Attend Bid Opening. ESE will attend the bid opening for the project and provide assistance in the evaluation of the bid summary as requested by the County.
 - Contract Award Recommendation. ESE will provide comments and assist the County with the evaluation of the bidders. A recommendation will be made regarding apparent successful bidder.

Deliverable: N/A

Task 11 - Construction Services – ESE

This task is optional as needed by the County. ESE will provide contract administration assistance during the construction phase of the project.

- Attend Pre-construction Conference. ESE will attend one pre-construction conference, answer questions as directed by the County.
- Review Contractors Submittals. ESE will review and comment on acceptability of Contractor submittals for the County. All submittals will be logged and returned to the submitter through the County to maintain continuity and lines of communication.
- Prepare Design Clarifications and RFI's. As part of the submittal review process, ESE will respond to contractor RFI's or requests for clarifications as requested by the County.

Materials testing, full time on-site inspection and construction survey are not included in this proposal.

Deliverables: Submittal Reviews, Construction support



July 7, 2020

Trevor Taylor
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

RE: Lone Pine Sidewalk Construction and ADA Improvement Project – Cost Proposal

Dear Mr. Taylor:

Eastern Sierra Engineering (ESE) is pleased to present the revised cost proposal for the Lone Pine Sidewalk project.

Per your request, we have made the Potholing, Acquiring additional ROW, Public Meetings, and reviewing contractor submittals tasks optional. We have also refined the hours on each task and have included David Grah's hours.

The audit of our overhead rate has been completed. The audited rate is 189.45%, which is quite a bit higher than our previously submitted rate of 179.36%. Because we originally submitted 179.36%, we have maintained this rate for the project.

I am once again attaching all the items required for the cost proposal submittal, so you have the complete package in one file. The following items are attached:

- David Grah Resume
- Detailed cost proposal by Task
- Certification of Direct Cost
- Certification of Indirect Costs and Financial Management System
- Audited Indirect Cost Rate
- Schedule of Other Direct Cost Items
- Executive Compensation Analysis
- AASHTO Internal Control Questionnaire (ICQ) Appendix B
- Post-Closing Trial Balance
- Prevailing Wage (PW) Policy for PW work
- ESE rates
- ESE Prevailing Wage Fringe Benefit Statement
- ESE Payroll verification Report
- GTS Cost Proposal and Rates
- Bear Engineering Rates

Should you require any additional information please contact me at 777-828-7220 x204 or by email at gjensen@esengr.com. You can also contact David Grah at 760-784-1471 or dgrah@esengr.com.

Sincerely,
Eastern Sierra Engineering. P.C.



Gerald Jensen, P.E.
President

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSBIL-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebaly	Jill Cartwright	Michael Phelps	Jerid Keupelian
		Constructability Review	Engineering Design Mgr/ ADA	Project Mgr/ Design	Civil Design	Civil Design	Drafter	Geotech	Field Geotech
	Rate 2020	134.29	161.16	181.58	94	80.6	83.81	92.19	197.07
	Rate 2021	136.97	164.39	185.22	95.88	82.21	85.48	94.03	199.75
Task 1 - Project Management									
Task 1 Hours Subtotal		0	0	60	0	0	0	0	0
Task 1 Labor Costs		\$ -	\$ -	\$ 10,894.80	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Total	\$ 10,894.80								
Total Not To Exceed Task 1	\$ 10,894.80								
Task 2 - Preliminary Design									
Site Visits (4 total)				18	24				
Scoping Figure and Matrix									
30% Plans			10	20	10		15		
Title Sheet							4		
NLA Sheet							4		
Overall Drainage / Site Plan (one sheet)				4	10				
Plan Sheets at 1"=10' (20 sheets)			10	10		90	30		
Blowup Details (5 sheets 4 per sheet)			5	5		40	10		
Cost Estimate		4		14	50				
QA/QC			20						
Plans Submittal				1	11				
Task 2 Hours Subtotal		4	45	72	105	130	63	0	0
Task 2 Labor Costs		\$ 537.16	\$ 7,252.20	\$ 13,073.76	\$ 9,870.00	\$ 10,478.00	\$ 5,280.03	\$ -	\$ -
Task 2 Non Labor Costs		\$ 120.00							
Task 2 Total	\$ 46,611.15								
Total Not To Exceed Task 2	\$ 46,611.15								
Task 3 - ATP User Counts - NOT INCLUDED									
Preliminary Count									
Post Construction Count									
Task 3 Hours Subtotal		0	0	0	0	0	0	0	0
Task 3 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs									
Task 3 Total	\$ -								
Total Not To Exceed Task 3 - NOT INCLUDED	\$ -								
Task 4 - Topographic Survey and Mapping									
Topographic Survey - Bear (see total page for cost)									
Utility Survey -Manholes, Utility Poles, Boxes				2	16				
Utility Research				10	20				
Exist Pedestrian Facilities Review				10	10				
Basemap assembly				2	40				
Task 4 Hours Subtotal				24	86				
Task 4 Labor Costs		\$ -	\$ -	\$ 4,357.92	\$ 8,084.00	\$ -	\$ -	\$ -	\$ -
Task 4 Non Labor Costs									
Task 4 Total	\$ 12,441.92								
Total Not To Exceed Task 4	\$ 12,441.92								
Task 5 - Environmental - Geode (see total page for cost)									
Cat Exemption									
ECR									
Coordination									
Task 5 Hours Subtotal									
Task 5 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Non Labor Costs									
Task 5 Total	\$ -								
Total Not To Exceed Task 5 (see total page for cost)	\$ -								
Task 6 - Utility Coordination									
Meetings				12					
Prelim Utility Plan Submittal				2	40				
Final Utility Plan Submittal				2	10				
Task 6 Hours Subtotal		0	0	16	50	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 2,905.28	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs		\$ 60.00							
Task 6 Total	\$ 7,665.28								
Potholing hours - OPTIONAL								16	16
Total Not To Exceed Task 6	\$ 7,665.28								

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSB1L-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebaly	Jill Cartwright	Michael Phelps	Jerid Keupelian
Task 7 - Right of Way - Bear (see total page for cost)									
Field Research - Bear									
Record Review - Bear									
Task 7 Hours Subtotal		0	0	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs									
Task 7 Total	\$ -								
Acquire additional ROW hours - OPTIONAL				20	20				
Total Not To Exceed Task 7 (see total page for cost)	\$ -								
Task 8 - Construction Documents									
Caltrans Encroachment Permit				2	16				
DSA Submittal				16	10				
Drainage Design				10	65				
60%, 90% and 100% Design Plans:									
Title Sheet							4		
NLA Sheet							4		
Site Plan (one sheet)							4		
Utility Index				4			20		
Plan Sheets at 1"=10' (20 sheets)			15	5	50	80	60		
Intersection Details at 1"=5' (5 sheets)			15	5		60	30		
Striping Plans at 1"=20' (10 sheets)				8	60				
Utility Sheets 1"=10' (5 sheets)				8	80				
Details (3 sheets)				4	60				
Specification Preparation				40					
Cost Estimate		4		8	40				
Constructability Review		8							
QA/QC			40						
Plans Submittal					10				
Task 8 Hours Subtotal		12	70	110	391	140	122	0	0
Task 8 Labor Costs		\$ 1,643.64	\$ 11,507.30	\$ 20,374.20	\$ 37,489.08	\$ 11,509.40	\$ 10,428.56	\$ -	\$ -
Task 8 Non Labor Costs		\$ 360.00							
Task 8 Total	\$ 93,312.18								
Total Not To Exceed Task 8	\$ 93,312.18								
Task 9 - Coordination with Adjacent Properties									
4 trips to Lone Pine CA (2 people)				20	20				
Coordination				20					
Construction Easements				10	40				
Task 9 Hours Subtotal		0	0	50	60	0	0	0	0
Task 9 Labor Costs		\$ -	\$ -	\$ 9,261.00	\$ 5,752.80	\$ -	\$ -	\$ -	\$ -
Task 9 Non Labor Costs									
Task 9 Total	\$ 15,013.80								
Public Meeting hours - OPTIONAL				20	24				
Total Not To Exceed Task 9	\$ 15,013.80								
Task 10 - Bidding									
Plan/specification Distribution				2	4				
Prebid Meeting				4	8				
Bid Opening/Review Bid Documents				6					
RFIs				4	20				
Provide Construction Drawings				2			10		
Task 10 Hours Subtotal		2	0	18	32	0	10	0	0
Task 10 Labor Costs		\$ 273.94	\$ -	\$ 3,333.96	\$ 3,068.16	\$ -	\$ 854.80	\$ -	\$ -
Task 10 Non Labor Costs		\$ 600.00							
Task 10 Total	\$ 8,130.86								
Total Not To Exceed Task 10	\$ 8,130.86								
Task 11 - Construction									
Pre-Con				8					
Final Walkthru				8					
Engineering Support RFI/Clarifications				8	40		10		
Task 11 Hours Subtotal		0	0	24	40	0	10	0	0
Task 11 Labor Costs		\$ -	\$ -	\$ 4,445.28	\$ 3,835.20	\$ -	\$ 854.80	\$ -	\$ -
Task 11 Non Labor Costs		\$ 120.00							
Task 11 Total	\$ 9,255.28								
Submittals hours - OPTIONAL				2	14				
Total Not To Exceed Task 11	\$ 9,255.28								

Cost Proposal for Lone Pine Sidewalk and ADA Improvements
 Project ATPSBIL-5948(096)
 Eastern Sierra Engineering
 July 2020

Task Description		Gerald Jensen	Debbie Jenkins	David Grah	Daniel Sandoval	Peter Sebaly	Jill Cartwright	Michael Phelps	Jerid Keupelian
Task 12 - As-built Plans									
Provide Record Drawings				3	18		55		
Task 12 Hours Subtotal				3	18	0	55	0	0
Task 12 Labor Costs		\$ -	\$ -	\$ 555.66	\$ 1,725.84	\$ -	\$ 4,701.40	\$ -	\$ -
Task 12 Non Labor Costs		\$ 360.00							
Task 12 Total	\$ 7,342.90								
Total Not To Exceed Task 12	\$ 7,342.90								
Employee Hours 2020		4	45	172	241	130	63	0	0
Employee Cost 2020		\$ 537.16	\$ 7,252.20	\$ 31,231.76	\$ 22,654.00	\$ 10,478.00	\$ 5,280.03	\$ -	\$ -
Employees Hours 2021		14	70	205	541	140	197	0	0
Employee Cost 2021		\$ 1,917.58	\$ 11,507.30	\$ 37,970.10	\$ 51,871.08	\$ 11,509.40	\$ 16,839.56	\$ -	\$ -
Employee Hours 2020+2021		18	115	377	782	270	260	0	0
Employee Total (2020 + 2021)		\$ 2,454.74	\$ 18,759.50	\$ 69,201.86	\$ 74,525.08	\$ 21,987.40	\$ 22,119.59	\$ -	\$ -
Project Total ESE Labor	\$ 209,048.17								
Project Total ESE Non Labor	\$ 1,500.00								
Project Total GTS	\$ 17,061.50								
Project Total Geode (BASE)	\$ 9,817.60	< This total does not include Geode's optional tasks							
Project Total Bear	\$ 34,850.00								
Project Total (does not include optional environments)	\$ 272,277.27								
Fixed Fee (10%)	\$ 27,227.73								
Total + Fixed Fee	\$ 299,505.00								
OPTIONAL WORK (includes ESE, does not include Geode):									
		Hours / Cost / Employee							
Task 6, Potholing hours - OPTIONAL	Total Task 6							16	16
	\$ 4,628.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,475.04	\$ 3,153.12
Task 7, Acquire additional ROW hours - OPTIONAL	Total Task 7			20	20				
	\$ 5,622.00	\$ -	\$ -	\$ 3,704.40	\$ 1,917.60	\$ -	\$ -	\$ -	\$ -
Task 9, Public Meeting hours - OPTIONAL	Total Task 9			20	24				
	\$ 6,005.52	\$ -	\$ -	\$ 3,704.40	\$ 2,301.12	\$ -	\$ -	\$ -	\$ -
Task 11, Submittals hours - OPTIONAL	Total Task 11			2	14				
	\$ 1,712.76	\$ -	\$ -	\$ 370.44	\$ 1,342.32	\$ -	\$ -	\$ -	\$ -
Total Optional ESE Tasks	\$ 17,968.44	\$ -	\$ -	\$ 7,779.24	\$ 5,561.04	\$ -	\$ -	\$ 1,475.04	\$ 3,153.12
Total + Fixed Fee + Optional ESE Tasks	\$ 317,473.44								

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Eastern Sierra Engineering, PC

Project No. ATPSB1L-5948(096) Contract No. TR-19-028 Date 07/07/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	See attached		\$ _____	\$ _____
(Sr. Civil Engineer)			\$ _____	\$ _____
(Envir. Scientist)			\$ _____	\$ _____
(Inspector)**			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ See Attached

INDIRECT COSTS

- d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____
- Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ See Attached

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ See Attached

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ _____	\$ _____
Equipment Rental and Supplies			\$ _____	\$ _____
Permit Fees			\$ _____	\$ _____
Plan Sheets			\$ _____	\$ _____
Test			\$ _____	\$ _____

l) **TOTAL OTHER DIRECT COSTS** \$ See Attached

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

- Subconsultant 1: \$ See Attached
- Subconsultant 2: \$ _____
- Subconsultant 3: \$ _____
- Subconsultant 4: \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ See Attached

TOTAL COST [(c) + (j) + (k) + (n)] \$ 299,505.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Gerald G. Jensen Title *: President
 Signature :  Date of Certification (mm/dd/yyyy): 07/07/2020
 Email: gjensen@esengr.com Phone Number: 775-828-7220 x 204
 Address: 140 Whitney Alley, Bishop, CA 93514

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Design, PS&E and Construction Support Services

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Eastern Sierra Engineering, PC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 189.45 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 04/01/2018 to 03/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

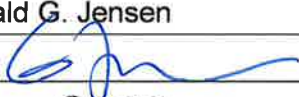
I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 283,098.13 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant’s experience with 48 CFR Part 31 is 19.
- Audit history of the consultant’s current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov’t ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Gerald G. Jensen
 Signature: 
 Email**: gjensen@esengr.com

Title**: President
 Date of Certification (mm/dd/yyyy): 07/07/2020
 Phone Number**: 775-828-7220 x 204

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Other Direct Costs

SCHEDULE OF OTHER DIRECT COST ITEMS

Eastern Sierra Engineering			Geode Environmental			Bear Engineering			General Technologies Solutions		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling			Special Tooling		
A. Printing Plan sheets	sheet	\$3.00	A.			A. Printing Plan sheets	sheet	\$3.00	A. Idax (install cameras)	LS	\$7,000.00
B.			B.			B.			B.		
C.			C.			C.			C.		
Travel			Travel			Travel			Travel		
A. Per Caltrans TEC			A. Mileage	mile	\$0.58	A.			A. Mileage	mile	\$0.58
B. Printing		Cost + 10%	B. Field work Per diem	day	\$75	B.			B. Per Caltrans TEC guide		
C.			C. Printing		Cost + 10%	C.			C.		

1. "N/C" denotes No Charge

2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.

3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.

4. Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.

5. Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.

6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.

8. For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

ESE Rates

Southern California
 Determination Number: SC-23-632-2019-10
 Issue Date: August 22, 2019
 Effective Date: September 1, 2019
 Expiration Date: June 30, 2020

Loaded Billing Rate Calculations:

Non-Exempt Employee Loaded Billing Rates:

A) Straight Time (ST) Loaded Billing Rate = (Actual Hourly Rate + ST Delta Base + ST Delta Fringe) * (1 + Field OH) * (1 + Fee)

B) ST Loaded Billing Rate = (1.5 Base PW Rate + ST Base PW Rate) * (1 + Field OH) * (1 + Fee) or ST Loaded Billing Rate = (2.0 Base PW Rate + 1.5 Base PW Rate) * (1 + Field OH) * (1 + Fee)

C) Exempt Employee Loaded Billing Rates - Compensated for PW OT

C) Straight Time (ST) Loaded Billing Rate = (Actual Hourly Rate + ST Delta Base + ST Delta Fringe) * (1 + Field OH) * (1 + Fee)

D) ST Loaded Billing Rate = (1.5 Base PW Rate + ST Base PW Rate) * (1 + Field OH) * (1 + Fee) or ST Loaded Billing Rate = (2.0 Base PW Rate + 1.5 Base PW Rate) * (1 + Field OH) * (1 + Fee)

The ST Delta Base & Fringe shown for Loaded Billing Rates are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.

Exempt Employee Loaded Billing Rates - Not Compensated for OT (Non-compensated OT):

E) ST Loaded Billing Rate = Actual Hourly Rate * (1 + Home OH) * (1 + Fee)

F) No Overtime. Columns are NC

Exempt Employee Loaded Billing Rates - Compensated for OT @ ST Rate:

G) ST Loaded Billing Rate = Actual Hourly Rate * (1 + Home OH) * (1 + Fee)

H) ST Loaded Billing Rate = (1.5 x O) or ST Loaded Billing Rate = (2.0 x O)

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL:	42.63%	66.03%	72.63%	179.36%
OVERTIME:	42.63%	66.03%	72.63%	179.36%

FEE =	
FCCM	

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations

Name/Classification	Home Office Personnel	Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)												Employee Actual Rate (Fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate in 2019 Average Hourly Rate	Hourly Range for Class
			Base Salary			Fringe Benefits			Total Base Salary + Fringe Benefits			Base Salary			Fringe			Total Base + Fringe			Base Rate			Fringe			Total			OT (1.5x)	OT (2x)	From	To			
			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT													
Jerid Kuehlian	FIELD		\$47.83	\$71.75	\$95.68	\$27.74	\$75.57	\$99.49	\$123.40	\$30.00	\$45.00	\$60.00	\$5.02	\$35.02	\$50.02	\$65.02	(\$40.55)	(\$49.47)	(\$58.38)	(\$17.83)	(\$26.76)	(\$35.68)	(\$22.72)	(\$22.72)	(\$22.72)	\$197.09	\$283.69	\$330.59	01/01/20	12/31/20	0.00%	\$ 30.00				
Field Material Tester			\$48.79	\$73.16	\$97.57	\$27.74	\$76.53	\$100.92	\$125.31	\$30.00	\$45.00	\$60.00	\$5.02	\$35.02	\$50.02	\$65.02	(\$40.81)	(\$50.00)	(\$59.09)	(\$18.19)	(\$27.28)	(\$36.37)	(\$22.72)	(\$22.72)	(\$22.72)	\$198.75	\$287.80	\$336.04	01/01/21	12/31/21	2.00%	\$ 31.21				
Group 1			\$48.76	\$74.64	\$99.52	\$27.74	\$77.50	\$102.38	\$127.26	\$31.21	\$46.82	\$62.42	\$5.02	\$36.23	\$51.94	\$67.44	(\$41.27)	(\$50.55)	(\$59.82)	(\$18.95)	(\$28.93)	(\$38.10)	(\$22.72)	(\$22.72)	(\$22.72)	\$202.46	\$271.88	\$341.49	01/01/22	12/31/22	2.00%	\$ 31.88				
			\$50.76	\$76.14	\$101.52	\$27.74	\$79.50	\$103.86	\$129.26	\$31.83	\$47.75	\$63.66	\$5.02	\$36.85	\$52.77	\$68.68	(\$41.85)	(\$51.11)	(\$60.58)	(\$18.93)	(\$29.36)	(\$38.80)	(\$22.72)	(\$22.72)	(\$22.72)	\$205.26	\$276.15	\$347.05	01/01/23	12/31/23	2.00%	\$ 32.47				
			\$51.77	\$77.66	\$103.56	\$27.74	\$79.51	\$105.40	\$131.29	\$32.47	\$48.71	\$64.94	\$5.02	\$37.49	\$53.73	\$69.86	(\$42.02)	(\$51.67)	(\$61.33)	(\$19.30)	(\$29.55)	(\$38.81)	(\$22.72)	(\$22.72)	(\$22.72)	\$208.10	\$280.41	\$352.72	01/01/24	12/31/24	2.00%	\$ 33.12				
Non-Exempt Prevailing Wage			\$52.81	\$79.21	\$105.62	\$27.74	\$80.55	\$106.95	\$133.36	\$33.12	\$49.88	\$66.24	\$5.02	\$38.14	\$54.70	\$71.28	(\$42.41)	(\$52.25)	(\$62.10)	(\$19.89)	(\$29.53)	(\$39.36)	(\$22.72)	(\$22.72)	(\$22.72)	\$210.89	\$284.75	\$358.51	01/01/25	12/31/25	2.00%	\$ 33.12				

ESE Fringe Benefit Statement

FRINGE BENEFIT STATEMENT

CEM-2501 (REV 05/2019)

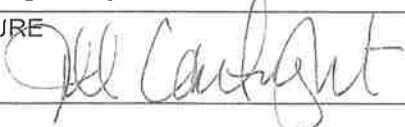
CONTRACTOR OR SUBCONTRACTOR (Please Print) Eastern Sierra Engineering, PC		CONTRACT NUMBER TR-19-028	DATE 01/28/2020
DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER 1000027257	CONTRACTORS STATE LICENSE BOARD NUMBER	FEDERAL-AID PROJECT NUMBER	
TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER Inyo County Public Works		BUSINESS ADDRESS 4515 Towne Drive Reno, NV 89521	

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$ 1.96	Eastern Sierra Engineering Employee Benefit Program 4515 Towne Drive Reno, NV 89521
Effective Date 12/01/2019	Health and Welfare \$	
Subsistence and/or Travel Pay	Pension \$	
\$	Apprentice or Training Fees \$	
	Other \$	
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$	State of California / DIR Apprentice Council PO Box 511283 Los Angeles, CA 90051-77838
Effective Date 12/01/2019	Health and Welfare \$	
Subsistence and/or Travel Pay	Pension \$	
\$	Apprentice or Training Fees \$ 1.05	
	Other \$	
Jerid Kupelian - Soils/Materials Tester So CA	Vacation \$	United Healthcare, UHS Premium Billing PO Box 94017, Palatine IL 60094-4017 Group No. 8X5246
Effective Date 12/01/2019	Health and Welfare \$ 3.06	
Subsistence and/or Travel Pay	Pension \$	
\$	Apprentice or Training Fees \$	
	Other \$	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.

NAME AND TITLE (Please Print) Jill Cartwright, Project Coordinator	BUSINESS TELEPHONE NUMBER 775 828 7220
SIGNATURE 	

If you have questions about this form, please refer to the District/Region map at <http://www.dot.ca.gov/hq/construc/LaborCompliance/> for contact information in the district where the project is located.

General Technologies & Solutions

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant General Technologies and Solutions (GTS)

Project No. ATPSB1L-5948(096) Contract No. TR-19-028 Date 1/28/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Traffic Engineer	Rawad Hani	50	\$ 85.00	\$ 4,250.00
			\$	\$
			\$	\$
			\$	\$

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,250.00

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 4,250.00

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: 110%) i) Gen & Admin [(c) x (h)] \$ 4,675.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 4,675.00

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ 892.50

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		420	\$.58	\$ 244.00
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: IDAX Install cameras	\$7,000
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$7,000

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 7,244.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ \$17,061.50

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

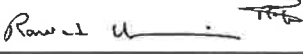
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Rawad Hani Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 1/27/2020

Email: rawad.hani@gentecsol.com Phone Number: 213 267 2332

Address: 830 Traction Ave #3A - Los Angeles, CA 90013

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic Engineering Services

GTS Rates

The following tables illustrate our rates per labor category as well as our specific rates for the team members identified in this proposal. The rates are valid for a period of year (July 1 through June 30).

Labor Category (Grade)	Hourly fully-Loaded Rate
Principal L7	\$173.25 - \$219.45
Engineer / Planner / Analyst (L6)	\$127.05 - \$173.25
Engineer / Planner / Analyst (L5)	\$103.95 - \$138.6
Engineer / Planner / Analyst (L4)	\$92.4 - \$127.05
Engineer / Planner / Analyst (L3)	\$80.85 - \$103.95
Engineer / Planner / Analyst (L2)	\$80.85 - \$103.95
Engineer / Planner / Analyst (L1)	\$69.3 - \$92.4
Project Admin / CAD / Graphics (L4)	\$92.4 - \$127.05
Project Admin / CAD / Graphics (L2)	\$57.75 - \$80.85
Intern (L1)	\$46.2 - \$57.75

Specific Staff Rate Sheet Valid through June 30, 2020

Name	Hourly fully-Loaded Rate
Rawad Hani, PE, TE	\$196.35

ESTIMATE



Lone Pine - Sidewalk and ADA Improvement

General Technologies and Solutions (GTS)

Attn: Rawad Hani
830 Traction Ave #3a
Los Angeles, CA 90013

1305 N 30th St
Renton, WA 98056

Friday, January 24, 2020

Collection Type	Quantity	Unit	Rate	Total
Before: Sidewalk: (3) Weekday: T,W,Th 7-9am / 4-6pm Weekend: (3) Sat 11am-1pm	1	FLAT	\$3,500	\$3,500
After: Sidewalk: (3) Weekday: T,W,Th 7-9am / 4-6pm Weekend: (3) Sat 11am-1pm	1	FLAT	\$3,500	\$3,500

Total Amount Due: \$7,000

Until written NTP is received and confirmed, availability is subject to change

**SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

Consultant Firm Name: _____

Local Agency (if applicable): _____

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

Safe Harbor Rate (Indirect Cost Rate): **110%**

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that I am eligible to use the safe harbor indirect cost rate as I:

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System

Consultant Name: _____

Headquarter Address: _____

Location of Accounting Records: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Mailing Address: _____

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past? Yes No

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract ≥ \$3.5M OR Local Government contract ≥ \$1M, regardless of the participation amount? Yes No

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

Sole Proprietorship Partnership C Corporation S Corporation

Other _____

2. What types of services will the Company provide for this contract? (Select all that apply.)

Architectural and Engineering services	Program Management
Preliminary Engineering	Design Engineering
Surveying	Feasibility Studies
Mapping or Architectural related services	Other _____

3. Does the Company have prior government contracting experience? Yes No

4. Does the general ledger contain separate direct and indirect accounts for the following?

• Labor	Yes	No	• Non-Labor	Yes	No
---------	-----	----	-------------	-----	----

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

5. Do you have written policies on the following cost categories?

• Accounting	Yes	No	• Overtime	Yes	No
• Billing	Yes	No	• Direct/Indirect Expenses	Yes	No
• Timesheet Preparation	Yes	No	• Prevailing Wage	Yes	No

6. What types of employee status will the Company provide for this contract?

Non-exempt

Exempt-salaried

Exempt-hourly

Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes

No

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

Time-and-a-half and double-time

Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

Time-and-a-half and double-time

Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

As part of Direct Labor
(overhead is applied)

As an indirect labor cost (included in the
indirect cost rate and not directly billed)

As an Other Direct Cost
(no overhead applied)

Other _____
(Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes?

Yes

No

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes

No

Geode Environmental



SCHEDULE OF CHARGES | 2020

CEO & PROJECT LEAD

\$ 190 / HR

COSTS

MILEAGE

\$.58 / MILE

FIELD WORK PER DIEM

\$ 75 / DAY

PRINTS/MATERIALS

COST + 10%

SUBCONTRACTED SERVICES

COST + 10%

EXPENSES

COST + 10%

Geode

Geode Environmental

	Rate	Essra Mostafavi	\$190 per hour
	Hours		Cost
CEQA CE	16		\$3,040
ECR	16		\$3,040
Coordination	19		\$3,610
Travel	Miles		\$0.58 per mile
	220		\$128
Total (BASE)	51		\$9,818
OT 1- Biological Resource Efforts	52		\$9,880
OT 2- Cultural Resource Efforts	77		\$14,630
OT 3- Supplemental Coordination with Jurisdictional Agencies	XXX		
Total (Optional)	129		\$24,510
Total (Optional + Base)	180		\$34,328

BEAR Engineering

BEAR ENGINEERING RATE SCHEDULE

EFFECTIVE JANUARY 1, 2017

Field Surveys: GPS Equipment: Trimble 5800 GPS RTK equipment, one base receiver, one rover, radio link, TSC2 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC2 data collector:

GPS RTK and Robotic Equipment:

Survey Crew: **\$ 170.00 /hr.**

Office: Professional Engineer/Land Surveyor Services: **\$ 170.00 /hr.**

Travel: Travel shall be billed at the hourly rate

Standard Materials: Materials required to complete standard work for control, establishment of property corners, etc. Included in rates.

Copies: 18"x26", 24"x32", 24"x 36" sheets \$ 3.00 /sheet.

Special Materials: Construction staking materials, aerial targets, etc. Cost + 15%.

Overhead: Office, clerical, etc. not otherwise specified. Included in rates

Bear Engineering

Rate John Langford \$170 per hour

	Hours	Cost
Research	11	\$1,870
Control Survey	19	\$3,230
Topo Survey	44	\$7,480
ROW Survey	47	\$7,990
Analysis	29	\$4,930
Base Map	21	\$3,570
Metes & Bounds Descriptions	29	\$4,930
Communications	5	\$850
	Total	\$34,850

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Eastern Sierra Engineering's Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

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

CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: August 18, 2020 **TO:** August 18, 2023

FEDERAL/STATE FUNDS ADDENDUM

1. **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 Contract, 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 Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **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 30, Amendment/Change in Terms, of the contract.
3. **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.
4. **Disadvantaged Business Enterprise Considerations.** (if NO federal funds will be used for the project, DBE consideration does not apply) 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 Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **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 these provisions.



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Regional Director, Susanne Rizo

SUBJECT: Proclamation Declaring August 2020 as Child Support Awareness Month In Inyo County

RECOMMENDED ACTION:

Request Board approve a proclamation declaring August 2020 as Child Support Awareness Month in Inyo County.

SUMMARY/JUSTIFICATION:

Child Support Awareness Month is a national and state-wide initiative focused on raising awareness of the importance of Child Support.

Child Support is an important safety net program in our community. If families don't have money for food and essentials, they will have to resort to cash aid or other programs. In our caseload of 1056 cases, a large majority are currently not receiving cash aid. That means a majority of our cases depend on the hard work of child support professionals who ensure needed child support orders are established and pursued for collection. A majority of our cases rely on child support to meet the economic needs of the family and underscore the importance of the child support program as a safety-net for families.

Last federal fiscal year, our agency collected over \$2.6 million dollars for cases we manage. Among our caseload where public assistance is expended, our agency also performs an important revenue recovery function. During the same period, we recouped over \$190,000 of federal, state, and county public aid expended to families on our caseload.

Child support's aim is to increase family self-sufficiency, reduce childhood poverty, and positively effect a child's educational and personal achievement. We do this by assisting both parents in establishing court orders that are reasonable and sustainable and by reviewing our cases to ensure the order is appropriate for each family's circumstances.

The Department is staffed by six (6) employees in the region with a total of over fifty-six (56) years of combined experience working within the child support program. As a safety-net program, our staff continue to work through the COVID-19 pandemic to adjust child support orders as needed due to parents with reduced income or employment as a result of COVID.

The attached proclamation recognizes the many child support professionals, parents, caregivers, and child advocates that make a difference in the lives of our region's children.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No fiscal impact.

ATTACHMENTS:

1. Child Support Awareness Month 2020 Proclamation

APPROVALS:

Susanne Rizo	Created/Initiated - 8/11/2020
Darcy Ellis	Approved - 8/11/2020
Susanne Rizo	Approved - 8/11/2020
Sue Dishion	Final Approval - 8/11/2020



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA
DECLARING AUGUST 2020 AS
CHILD SUPPORT AWARENESS MONTH
IN INYO COUNTY**



WHEREAS, Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, to establish and collect consistent child support payments to families; and,

WHEREAS, Child Support is an important safety net program in our community; and,

WHEREAS, in 2019, Eastern Sierra Department of Child Support Services collected over \$2.6 million dollars for cases they manage. During the same period, the agency recouped over \$190,000 of federal, state, and county public aid dollars expended to families on their caseload; and,

WHEREAS, Child Support's aim is to increase family self-sufficiency, reduce childhood poverty, and positively effect a child's educational and personal achievement. The agency does this by assisting both parents in establishing court orders that are reasonable and sustainable and by reviewing each case for appropriate orders for each family's circumstances; and,

WHEREAS, Child Support Awareness Month recognizes the important emotional and financial parental support needed for children to create a brighter future for our children, and help them to become healthy, productive, and well-adjusted adults; and,

WHEREAS, The Inyo County Board of Supervisors wishes to recognize the many child support professionals, parents, caregivers, and child advocates that make a difference in the lives of our region's children; and,

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby unanimously proclaim August 2020 as Child Support Awareness Month in Inyo County and commends this observance to all our residents.

Matt Kingsley,
Chairperson, County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Leslie Chapman, Alisha McMurtrie, Amy Shepherd, Denelle Carrington

SUBJECT: Restoring Vital & Valuable Inyo County Commerce (REVIVE) Grant Program for Small Businesses.

RECOMMENDED ACTION:

Request Board:

- A) Adopt the Restoring Vital & Valuable Inyo County Commerce (REVIVE) grant program to be funded with up to \$800,000 of CARES Act funding, as proposed or amended, contingent upon funds being received by the County;
- B) Authorize CAO Clint Quilter to sign agreements with grantees; and
- C) Authorize staff to make non-substantive changes to the grant documents.

SUMMARY/JUSTIFICATION:

Staff recommends using up to \$800,000 of the CARES Act, Coronavirus Relief Fund payment to Inyo County for the Restoring Vital & Valuable Inyo County Commerce (REVIVE) Grant program for local small and independently owned businesses. The objective of this program is to offer immediate financial assistance to small businesses located in Inyo County to aid in maintaining their business and workforce.

Eligible expenses include payroll; lease payments for business premises; business telework equipment costs; inventory acquisition, personal protective equipment; facility readiness (social distancing preparedness, business modifications, etc.); and reimbursement of loss of income for sole proprietors due to business interruption costs. All expenses must be incurred between March 1, 2020 and December 31, 2020. Assuming funding is received by the County as scheduled, applications will be accepted from Sept. 1st through Sept. 18th, and awards will be disbursed by November 6th.

Grants are proposed to go to Inyo County small, independently owned businesses with less than 100 employees. Businesses will be divided into three tiers with Tier 1 businesses scoring highest on that portion of the evaluation matrix (attached). Tier 1 includes businesses that were closed and then reopened at reduced capacity due to COVID-19 modifications. Tier 2 includes businesses that were closed, then reopened and have remained open; and Tier 3 are businesses that never closed. Details are in the attached Grant Guidelines and Grant Application. Other considerations will be whether the business received any other disaster funding and the degree of economic injury they suffered. Economic injury will be documented by the businesses using the attached Economic Injury Worksheet. The selection committee will use a score sheet with designated point values to provide a consistent methodology for evaluating applications and awarding grants. The composition of the selection committee has not yet been determined, so staff will announce the committee during department head reports during the August 25th Board of Supervisors Meeting.

In order for this process to be as quick and efficient as possible, there will be a web page where businesses can get information about the program, apply online and those that are selected for grant funding will electronically sign the contracts. Any qualified business without the ability to do the online process can make arrangements for paper documents and processing.

The name of the program was chosen to reflect the County's purpose in sponsoring this program. The definition of REVIVE is to renew and restore life and the intent of this grant program is to Restore Vital & Valuable Inyo County Commerce.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On March 27, 2020, the Coronavirus Air, Relief and Economic Security (CARES) Act was established along with the Coronavirus Relief Fund (CRF). CRF funds are allowed to be used for necessary expenditures incurred due to the COVID-19 public health emergency for direct response such as Public Health and Public Safety, or for second order effects such as economic support. Inyo County staff is proposing the use of up to \$800,000 for economic support in the form of a small business grant program to provide financial assistance for the costs of business interruption such as rent, utilities, and payroll expenses.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for this grant program is expected to be up to \$800,000, and it will be included in the CAO Recommended COVID-19 Budget for fiscal year 2020-21.

ATTACHMENTS:

1. REVIVE Grant Guidelines
2. REVIVE Grant Application
3. REVIVE Application Checklist
4. REVIVE Economic Injury Worksheet
5. REVIVE Electronic Payment Form
6. REVIVE Contract

APPROVALS:

Leslie Chapman	Created/Initiated - 8/12/2020
Darcy Ellis	Approved - 8/13/2020
Alisha McMurtrie	Approved - 8/13/2020
Denelle Carrington	Approved - 8/13/2020
Amy Shepherd	Approved - 8/13/2020
Marshall Rudolph	Approved - 8/13/2020
Clint Quilter	Approved - 8/13/2020
Leslie Chapman	Final Approval - 8/13/2020



COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-8457

businessinfo@inyocounty.us

REstoring **Vital & Valuable** Inyo County Commerce (REVIVE) Small Business Assistance Grant Program

Overview & Objective

To mitigate the impact of COVID-19 on Inyo County businesses and their employees, the County has committed up to \$800,000 in one-time CARES Act Coronavirus Relief Funds (CRF) to create the REVIVE Small Business Assistance Grant Program. The objective of this program is to offer immediate financial assistance to small, independently owned, businesses located in Inyo County, to aid in maintaining their business and workforce; thereby restoring vital and valuable Inyo County commerce.

The Program: Inyo County will convene a grant administration committee to administer the COVID-19 REVIVE program, which will provide grants up to \$25,000 each to qualifying Inyo County businesses.

The federal funds are provided locally through the CARES Act. Applicants should thoroughly review the eligibility and application process. Applications will be scored using a combination of the 3-Tier system, with Tier 1 having the highest designation as well as additional criteria defined below and in the REVIVE Grant Evaluation Sheet.

Submission of an incomplete or inaccurate application may result in ineligibility for program funding. Inyo County is committed to timely review and processing to ensure award recipients can apply this resource to the successful continuation of business operations.

Applicants awarded grants will be required to enter into a contract with the County setting forth applicable terms and conditions of receiving funding.

Terms: Inyo County will provide grants up to \$25,000 to eligible businesses that have been impacted by the COVID-19 pandemic. If a business closes permanently before receiving the REVIVE Grant, or if a business is currently closed and does not open within 30 days of receiving this grant funding (or within 30 days of Governor's announcement to lift closure orders), the REVIVE Grant funds must be returned to the County.



REVIVE Small Business Assistance Grant Program

Tier/Priority: Inyo County will prioritize applications based on the following three tiers, with Tier 1 having the highest priority.

Tier 1: Businesses that were closed and reopened at reduced capacity due to COVID-19 modifications, or businesses that were required to reclose. Examples include: dine-in restaurants; child care facilities; personal services (hair and nail salons, massage therapy, tattoo parlors and skin care services); gyms & fitness studios; movie theaters; family entertainment (bowling alleys, arcades, etc.); Indoor zoos and museums, cardrooms, indoor and outdoor operations of bars, brewpubs, breweries & pubs.

Tier 2: Businesses that were required to close, reopened and continue to remain open such as hotels, motels, short term lodging; campgrounds; tribal casinos & gambling ; “non-essential” retail and shopping centers; office based businesses; car washes; pet grooming; landscape gardening; and film, music and TV production.

Tier 3: Essential business that remained open during the executive order including grocery stores; hardware stores; sporting goods stores; manufacturers and logistics.

The following priorities will be used in the application review process:

- Businesses that have not received either SBA Paycheck Protection Program (PPP) or SBA Economic Injury Disaster Loan (EIDL) or other SBA, government or other grant source related to COVID-19.
- Applicants operating out of a physical storefront within the County limits of Inyo will be prioritized.
- Nonprofit and government entities are not eligible for this program at this time.

Timeline: **Application process:** Three-week window, Sept. 1st – Sept. 18th by 5:00 p.m.
Application Review: Sept. 21st – Oct. 16th.
Notification to Business: Oct. 19th – Oct. 23rd
Funding no later than, Friday, November 6th.



REVIVE Small Business Assistance Grant Program

Eligibility:

1. Businesses must be located in Inyo County to be eligible.
2. Applicants must verify the business has experienced a loss of income due to COVID-19 by completing the Estimated Disaster Economic Injury Worksheet.
3. Applicants must have active licenses, or applicable permits, certificates, or registrations, or other evidence demonstrating to the County's satisfaction that they are a bona fide business, and be in good standing with the local jurisdiction(s) and State.
4. Applicant must have complied with all state and local health orders, requirements, and guidances applicable to its business (including those issued in the past as well as those currently in effect) and will continue to do so (including any future health orders, requirements, or guidances).
5. Applicants who have certain criminal histories, active bankruptcy proceedings, outstanding judgments, or tax liens may not qualify.
6. Applicants must have been in operation in Inyo County for at least one year as of March 1, 2020 and have less than 100 full-time employees.
7. Applicants must submit a current W-9 form.

Use of Funds: The grant funds must be solely used for expenditures that occur between March 1, 2020 and December 30, 2020 and fall under one or more of the following categories:

- Payroll;
- Business Lease or Rent;
- Business telework equipment costs;
- Inventory Acquisition (inventory needed to reopen or maintain open status);
- Personal Protective Equipment (PPE) purchase; and
- Facility Readiness (social distancing preparedness, business modifications, etc.)
- Reimbursement of sole proprietor's loss of income due to business interruption cost (must provide a Schedule C)

Business Post-award Audit: Grant recipients must report how the funding was spent 45 days after funding is received, including documentation to substantiate grant expenditures. All grants are subject to audit for five years after the final expenditure report is submitted and approved by the County.

Application submission: Grant submissions must be done electronically through the CARES REVIVE Grant web page unless other arrangements are made.

1. Application
 - a. Reimbursement of lost revenue due to business interruption cost (sole



REVIVE Small Business Assistance Grant Program

proprietors must provide a Schedule C)

2. Estimated Economic Injury Worksheet,
3. W-9 Form for business, and
4. Electronic Payment Form with Voided Business Check.



INYO COUNTY REVIVE GRANT APPLICATION

Restoring Vital & Valuable Inyo County Commerce

INTRODUCTION

To mitigate the impact of COVID-19 on Inyo County small businesses and their employees, the County of Inyo has committed up to \$800,000 in one-time funds to create the REVIVE Grant Program for small business assistance.

The objective of this program is to offer immediate financial assistance to small businesses located in the County of Inyo to aid in maintaining their business and workforce.

OVERVIEW

1. Grant funds may only be used to cover the following items:
 - Payroll
 - Lease payments for business premises.
 - Business telework equipment costs;
 - Inventory Acquisition (inventory needed to reopen or maintain open status);
 - Personal Protective Equipment (PPE) purchases; and
 - Facility Readiness (social distancing preparedness, business modifications, etc.).
 - Reimbursement of loss of income for sole proprietors due to business interruption cost (must provide a schedule c)
2. Grants will be awarded to qualified applicants based on a point system using the Inyo County REVIVE Grant Score Sheet. Submission of an incomplete or inaccurate application may result in ineligibility for program funding. Inyo County is committed to timely review and processing to ensure award recipients can apply this resource to the successful continuation of business operations.
3. Grants of \$5,000, to \$25,000 will be issued to qualified small businesses applicants with less than 100 full-time employees.
4. Applicants awarded grants will be required to enter into a contract with the County setting forth applicable terms and conditions of receiving funding.

ELIGIBILITY

Please carefully review the eligibility requirements below:

- Business must be locally and independently owned.
- Applicants must establish the business has incurred an economic loss due to COVID-19 by completing the Estimated Disaster Economic Injury Worksheet.
- Applicants must have been in operation in the County of Inyo for at least **one year** as of March 1, 2020 and have less than 100 full-time employees.



INYO COUNTY REVIVE GRANT APPLICATION

ELIGIBILITY CONTINUED:

- Applicants awarded grants must remain open at least 30 days after receiving grant funding, or reopen within 30 days of Governor's announcement to lift closure orders; otherwise, the business must return the REVIVE Grant funds.
- Applicants must have an active Business License (if required by City or County ordinances), or applicable permits, certificates, or registrations, and be in good standing with the local jurisdiction(s) and State. If applicant's business entity is not required to have any such license, permit, certificate, or registration, then it shall provide other evidence demonstrating to the County's satisfaction that it is a bona fide business operating within the County.
- Applicant must have complied with all state and local health orders, requirements, and guidances applicable to its business (including those issued in the past as well as those currently in effect) and will continue to do so (including any future health orders, requirements, or guidances).
- Applicants with certain criminal histories, active bankruptcy proceedings, outstanding judgments, or tax liens may not qualify.
- Applicants that have not received either SBA Paycheck Protection Program (PPP) or SBA Economic Injury Disaster Loan (EIDL) or other SBA, government or other grant source related to COVID-19 will be prioritized.
- Applicants operating out of a physical storefront within the County limits of Inyo will be prioritized.
- Nonprofit and government entities are not eligible for this program at this time.



INYO COUNTY REVIVE GRANT APPLICATION

TO BE COMPLETED BY APPLICANT

Name of Business: _____

Name of Business Owner(s): _____

Business Address: _____

Contact Person Name and Title: _____

Contact Person E-mail: _____

Contact Person Phone: _____

Business Type (select one):

Sole Proprietorship

Limited Liability Entity

Partnership

Nonprofit Corporation

Limited Partnership

Cooperative Corporation

Corporation

Please mark what type of assistance you are seeking grant funding for:

Payroll Lease Payment Telework equipment costs

Personal Protective Equipment (PPE) Facility Readiness

Reimbursement of income loss due to business interruption cost
(sole proprietors must provide a schedule C)

ELIGIBILITY VERIFICATION

1. What type of business do you operate? _____

2. Is your business a small business with less than 100 full-time employees that has been deemed non-essential under the Governor's Executive Order N-33-20?

Yes No



INYO COUNTY REVIVE GRANT APPLICATION

3. Is your business a small business with less than 100 full-time employees that has been deemed essential under the Governor's Executive Order N-33-20?

Yes No

4. Have you enclosed a completed copy of the Estimated Disaster Economic Injury Worksheet and certify that the business has experienced a loss of income as a result of COVID-19?

Yes No

5. Have you enclosed a current copy of the W-9?

Yes No

6. Do you operate out of a physical commercial storefront within the County limits of Inyo County?

Yes No

Please list the address of the location:

7. Has your business been in operation in the County of Inyo for at least one year as of March 1, 2020?

Yes No Business Start Date: _____

8. Is your business part a chain with two or more locations (national or local)?

Yes No

9. Is your business in good standing with the County of Inyo?

Yes No

10. Has the business or any of its owners ever been involved in a bankruptcy or insolvency proceeding?

Yes No

If "yes," please explain (attach additional sheets if necessary):



INYO COUNTY REVIVE GRANT APPLICATION

11. Does the business or any of its owners have any outstanding judgments, tax liens, or pending lawsuits against them?

Yes No

If "yes," please explain (attach additional sheets if necessary):

12. Is the business or any of its owners delinquent on any federal taxes, direct or guaranteed federal loans (SBA, FHA, VA, student, etc.), federal contracts or federal grants?

Yes No

If "yes," please explain (attach additional sheets if necessary):

13. Is your business currently suspended or debarred from contracting with the federal government or receiving federal grants or loans?

Yes No

If "yes," please explain (attach additional sheets if necessary):

14. Is the business or any of its owners presently a) subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction; b) been arrested in the past six months for any criminal offense; c) or for any criminal offense - other than a minor vehicle violation - 1) been convicted, 2) plead guilty, 3) plead nolo contendere, 4) been placed on pretrial diversion, or 5) been placed on any form of parole or probation (including probation before judgment)?

Yes No

If "yes," please explain (attach additional sheets if necessary):

15. Can we share your contact information with our local business organizations providing services and advocating on behalf of the business community?

Yes No



INYO COUNTY REVIVE GRANT APPLICATION

DESCRIPTION OF HOW GRANT FUNDS WILL BE USED

Describe in detail what the grant funds will be used for and how it will help sustain your business. For example, how many months of lease payments will the grant award allow you to pay and/or how many full-time employees will the grant award allow you to retain. Was your business required to close? If so, list the duration and monetary impact? If you need additional room, please submit an additional sheet.

Have you received SBA Paycheck Protection Program (PPP) or SBA Economic Injury Disaster Loan (EIDL) or other SBA, government or other grant source related to COVID-19 or grant funding from the County of Inyo in the past? If yes, please describe when, how much was received, and how the funds were used. Describe what other forms of assistance you have sought, are seeking, or have obtained?



INYO COUNTY REVIVE GRANT APPLICATION

GRANT APPLICATION PROCESS AND TERMS

1. Grant applications must be submitted online (unless other arrangements are made) from **SEPT. 1, 2020 TO Sept. 18, 2020 AT 5:00 PM.**

Businesses must complete and include the following with this application:

- Copy of recent financial statements (**and schedule C if applicable**)
 - Estimated Disaster Economic Injury Worksheet
 - Electronic Payment information Form (Please attach a copy of a Voided check)
 - Current copy of a W-9
2. If application is found complete, application will be reviewed for eligibility and applicants will receive a notice of award between Oct. 19th and Oct. 23rd.
 3. Submission of an application in no way obligates the County to award a grant and the County reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
 4. Awards will be scored by a grant selection committee based on the tiered system and other outlined criteria using the Inyo County REVIVE Grant Score Sheet.
 5. If awarded, a binding contract between the entity named above and the County of Inyo must be entered into as a condition of receiving funding.
 6. If awarded, funds may only be used for applicant's payroll expenses, lease payments or rent, Business telework equipment costs, Inventory Acquisition (inventory needed to reopen or maintain open status, Personal Protective Equipment (PPE) purchase, and Facilities Readiness (social distancing prepares, business modifications, etc.).
 7. Businesses receiving funding are required to:
 - a. Certify via a written statement how many jobs were retained or how many months of lease payments for the business premises were paid allowing the business to continue operations.
 - b. Submit evidence that the grant funds have been spent in the manner and for the purposes stated in this application within Thirty (30) days of grant receipt. Evidence provided must be to the satisfaction of the County.
 - c. The County reserves the right to audit the applicant's books and records for five years from the date the funds were distributed by the County and for compliance with the contract between the County and the applicant.
 8. Businesses receiving funding are required to adopt and follow Federal and State guidance for operating their businesses (masking, social distancing, cleaning procedures, limiting in-store occupancy, etc.).
 9. Grant funds will be issued as soon as practicable upon execution of the contract between the County and the applicant.



INYO COUNTY REVIVE GRANT APPLICATION

10. The program will remain in effect while funds are available or until December 31, 2020, whichever is first.

11. Applicants will be disqualified for providing false information.

Please direct any questions to businessinfo@inyocounty.us or call (760) 878-8457.

By my signature below, I have read and understand the REVIVE Grant Program, and I declare under penalty of perjury under the laws of the State of California that the information contained in this application is true and correct. I further make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, a binding contract must be entered into between the entity named above and the County of Inyo setting forth the terms and conditions of receiving funding.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of any contract that will be required by the County in order to receive funding.
- If funds are provided by the County, the funds will be used for the purposes set forth above.
- In no event shall the County's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the County.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant. The County does not endorse the specific business.
- Applicant shall defend and indemnify the County and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from applicant's receipt and/or use of any funding awarded.
- The representations made by applicant in this Application are material terms that will be incorporated into any contract with County as a condition of funding, as is compliance with REVIVE Grant Program. The County may cancel the grant award and/or contract at any time and/or seek reimbursement of any funds provided pursuant to said contract upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Small Business Assistance Grant Program has been violated.

Applicant Signature: _____

Date: _____



INYO COUNTY REVIVE GRANT APPLICATION

TO BE COMPLETED BY COUNTY STAFF

Grant Application Received Date? _____

Grant Application Granted? Yes No

If yes, list amount of grant: _____

If no, provide reason for denial: _____

Grant Payment Date: _____

If no, has notification been sent to applicant? Yes No

County Administrative Officer Signature: _____ Date: _____

Post-award Audit Completion Date: _____

Signature of Staff Person Completing the Post-award Audit: _____



INYO COUNTY REVIVE GRANT PROGRAM

APPLICATION CHECKLIST

Grant applications will be accepted **from Sept. 1, 2020 to Sept. 18, 2020 at 5:00 p.m.** All applications must be submitted online unless other arrangements are made in advance.

Businesses must complete and include the following along with the REVIVE Grant Application. Please note that incomplete applications will be disqualified.

- Completed and Signed REVIVE Grant Application**
- Completed Estimated Economic Injury Worksheet**
- Current copy of a W-9 (signed and dated)**
- Electronic Payment Information Form (attach voided business check)**
- Last and Current Fiscal Year Financial Statement, Profit & Loss Statement, and Balance Sheet or schedule C of tax return for Sole Proprietors claiming loss of income.**



ESTIMATED ECONOMIC INJURY WORKSHEET

Please complete and include this form along with the REVIVE Grant Program Application. For non-applicable items, please indicate N/A.

Name of Business: _____

Type of Business (i.e., retail, personal service, restaurant): _____

Owner Details

Last Name: _____ First Name: _____

Work Phone: _____ Home Phone: _____

Email: _____

Business Owner Mailing Address

Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Business Street Address

Address: _____ Same as Above

City: _____ State: _____ Zip Code: _____ County: _____

Estimated Adverse Economic Impact

When did the impact start and what is the estimated end date?
(If damages are ongoing, enter date of application)

From:

To:

What were your businesses' revenues during the affected damage period?

What were your businesses' revenues during that **SAME** period of the prior year?

Amount of business interruption insurance received or anticipated, if any:

Please provide a brief explanation of what adverse economic effects the disaster had on your business:

How many people did you employ prior to the disaster? _____ How many do you currently employ (at time of application): _____

Do you anticipate additional employee loss? _____ If so, how many? _____



Landlord and Lease Details (if applicable)

Last Name: _____ First Name: _____

Phone: _____ Email: _____

Monthly Rent Amount: \$ _____

Number of months rent payments are delinquent, if any _____

Date Form
Completed: _____

Form Completed By: _____ Title: _____



INYO COUNTY REVIVE GRANT PROGRAM Electronic Payment Information

Thank you for submitting your application for the COVID-19 REVIVE Grant Program. We will evaluate and score timely, completed applications in accordance with the Program guidelines. In order to process payment efficiently if funding is awarded, please complete the following information. In addition, please submit a voided business check with the application.

Account Name:

Bank Name:

Routing Number: (must be 9 digits)

Account Number:

Account Type: Checking Savings

Email where confirmation of payment should be sent:

How to find your account number and routing number:

The diagram shows a check with the following fields and labels:

- YOUR NAME:** 123 Main Street, Anytown, OH 00000
- 123** (in the top right corner)
- PAY TO THE ORDER OF:** \$ [Redacted]
- DOLLARS** (in the bottom right corner)
- FOR:** [Redacted]
- ROUTING NUMBER:** 123456789
- ACCOUNT NUMBER:** 000123456789
- CHECK NUMBER:** 123

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE REVIVE SMALL BUSINESS GRANT AWARD

INTRODUCTION

This Agreement is entered into this _____ day of _____, by and between the County of Inyo, hereinafter referred to as "County", and _____, hereinafter referred to as "Applicant". This Agreement, upon execution by both the County and Applicant, is a Grant Award.

WHEREAS, County desires to allocate CARES Act Coronavirus Relief Funds (CRF) for economic support in the form of grants to small businesses for costs of business interruption due to COVID-19-related business closures and other impacts. The County has established the Restoring Vital and Valuable Inyo County Commerce (REVIVE) Grant program;

WHEREAS, Applicant has requested County funding to mitigate the impact of reduced business as a result of business closures and reduced revenues directly impacted by the pandemic from March 1, 2020 through December 30, 2020 as described in the Grant Application attached hereto as Attachment **A** and by reference incorporated herein;

WHEREAS, Applicant has been approved by the County to receive funding in the amount set forth below in Section 5 (also referred to herein as "the Grant," "Grant Funds," and/or "Funding") for the specific expenditures (past or future) described in Attachment B (referred to herein as "the Project");

WHEREAS, by maintaining small and independent Inyo County businesses and their workforce, REVIVE Grant funds will help restore vital and valuable Inyo County Businesses, thereby serving a public purpose;

NOW, THEREFORE, County and Applicant, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, do agree as follows:

TERMS AND CONDITIONS

1. BACKGROUND FUNDING INFORMATION

Funds for this program are contingent on Inyo County's receipt of Federal Funds provided by The Coronavirus Aid, Relief and Economic Security (CARES) Act that was established on March 27, 2020. These funds are required to be used for certain authorized expenditures incurred due to the COVID-19 public health emergency, including economic support in the form of grants to small businesses for costs of business interruption. Qualified expenditures made from March 1, 2020 through December 30, 2020 are eligible for grant funding.

2. FUNDING AND FUNDING LIMITATIONS.

A. Use of Funds.

1. Grant funds shall only be used for the approved expenditures described in Attachment **B** ("the Project") and in compliance with the Grant Guidelines as approved by the Board of Supervisors, the Grant Administration Committee, and/or the Inyo County CAO, which are incorporated herein by this reference. Grant funds can only be used for approved expenditures between March 1, 2020, and December 30, 2020; any Grant funds remaining after such expenditures must be returned to the County. The Project shall be deemed completed when all Grant Funds have been spent by Applicant or on December 31, 2020, whichever occurs first. **Applicant understands that the County provides no warrantee on any purchases of goods or services made with grant funds.**

2. Applicants awarded grants must remain open at least 30 days after receiving grant funding, or reopen within 30 days of Governor's announcement to lift closure orders; otherwise, the business must return the Grant funds.

3. APPLICANT'S CERTIFICATIONS.

Applicant made various representations about itself to the County in its Grant Application (Attachment **A**), upon which the County has relied in deciding to award funding. Applicant certifies and warrants that each and every such representation was true and shall remain true during the term of this Agreement. Any change in such a representation during the term of this Agreement shall be immediately reported to the County. The County reserves the discretion and right to modify or revoke its grant award in light of any such change. Furthermore, Applicant does hereby certify that is has fully complied with all state and local health orders, requirements, and guidances applicable to its business (including those issued in the past as well as those currently in effect) and will continue to do so (including any future health orders, requirements, or guidances).

4. TERM.

The term of this Agreement shall be from _____, to January 31, 2021, unless sooner terminated as provided below.

5. PAYMENT TO APPLICANT.

A. Grant Award. County agrees to pay, as set forth below, a sum not to exceed \$ _____, (Grant Award) to Applicant for the purpose of providing relief from economic loss due to COVID-19 for approved uses as described in Attachment **B**.

B. No Additional Consideration. Except as expressly provided in this Agreement, Applicant shall not be entitled to, nor receive, from County, any additional consideration.

C. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Applicant under this Agreement shall not exceed \$ _____ Dollars and _____ cents (\$ _____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Applicant which is in excess of the contract limit.

D. Payment.

1. Upon the County and Applicant executing this contract, the Applicant will within 30 calendar days receive 100% of the amount of their Grant Award; provided, however, that Applicant still meets all eligibility requirements specified in the Grant Guidelines and Application.

2. Within 30 days of completion of the project (see Section 2(A)(1) above), the Applicant will provide the County a Written Final Report describing how the grant funds were spent and the amount of any remaining funds (which will be returned to the County). Applicant shall also include with the final report invoices, paid bills and other documentation showing costs and expenses that total the grant amount spent by Applicant. These invoices and other documentation will be held in the office of the Inyo County Auditor/Controller.

3. If the county staff and CAO determine any of the grant funds have been used for purposes other than those outlined in Attachment **B** or used in violation of applicable county regulations, state or federal laws or regulations, Applicant will be required to repay the full amount of the grant.

4. Applicant shall indemnify and hold County harmless from any liability or damage resulting from any failure to make, withholding of, or delay in making payments.

5. Applicant agrees to abide by all laws, regulations and requirements applicable to the expenditure of County Funds, including, but not limited to, the audit of the expenditure of these funds for

compliance with such laws, regulations, and requirements, including compliance with all labor laws and regulations pertinent to public funds, and further, to assure compliance with the anti-discrimination provisions of the law, including County Ordinances. Grant expenditure records are subject to audit for five years from the date of receipt.

E. 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 Applicant under the terms and conditions of this Agreement.

2. County will withhold California State income taxes from payments made under this Agreement to a non-California resident Applicant when it is anticipated that total annual payments to Applicant 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 Applicant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Applicant. County has no responsibility or liability for payment of Applicant's taxes or assessments.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Applicant 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. Applicant 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>.

7. INSURANCE.

For the duration of this agreement, applicant shall procure and maintain insurance in all appropriate forms and lines of coverage sufficient to fully defend and indemnify the County for any cause related to the use of funds provided through this grant. Applicant shall provide the County with proof of such insurance upon request.

8. STATUS OF APPLICANT.

All acts of Applicant, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County.

Applicant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Applicant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Applicant is to be considered an employee of the County. It is understood

by both Applicant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

9. DEFENSE AND INDEMNIFICATION.

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

Applicant'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 Applicant to procure and maintain a policy of insurance.

10. RECORDS AND AUDIT.

A. Records. Applicant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Applicant shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Applicant 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 Applicant, 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 Applicant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement and further, to submit to the County Administrative Officer a written report upon completion of the Project detailing the record of expenditures under this Agreement.

11. NONDISCRIMINATION.

During the performance of this Agreement, Applicant, its agents, officers, employees and volunteers 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. Applicant and its agents, officers, employees, and volunteers 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. Applicant 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.

12. ASSIGNMENT.

County has relied upon the representations of Applicant as an inducement to enter into this Agreement. Applicant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Applicant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. DEFAULT.

If the Applicant fails to adhere to grant guidelines and timelines, abandons or fails to proceed with the Project, or breaches any other term of this Agreement, then the County may declare the Applicant in default and terminate this Agreement upon five (5) days written notice to Applicant.

14. 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 of any 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 Eighteen (18) below.

15. CONFLICTS.

Applicant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of the Project as described in this Agreement.

16. 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.

17. 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 Applicant 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 Eighteen (Amendment).

18. 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.

19. 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 Applicant 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:

County Administrative Officer Department

P.O. Drawer N Address

Independence, CA 93526 City and State

Applicant:

Name
Address
City and State

20. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE REVIVE SMALL BUSINESS GRANT AWARD

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

COUNTY OF INYO

APPLICANT

By: _____

By: _____
Signature

Dated: _____

Type or Print Name

Dated: _____

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

**AND _____
FOR THE REVIVE SMALL BUSINESS GRANT AWARD**

TERM:

FROM: _____ TO: _____

GRANT APPLICATION:

Any grant application attached hereto is incorporated by reference, but terms contained in these attachments, if any, which are inconsistent with provisions of this contract will not be binding over terms of this contract as otherwise set forth. Any budget contained in the attachment is merely an estimate of costs, and informational.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE REVIVE SMALL BUSINESS GRANT AWARD

TERM:

FROM: _____ TO: _____

PROJECT DESCRIPTION:

Applicant shall use its Grant Award for only the following approved expenditures:



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Scott Armstrong

SUBJECT: Sole-Source Contract with California Broadband Cooperative, Inc.

RECOMMENDED ACTION:

Request Board: A) declare the California Broadband Cooperative, Inc. (CBC) of Vallejo, CA a sole-source provider of symmetrical Internet Access Services; B) ratify and approve the corrected Service Agreement between the County of Inyo and the CBC for the provision of symmetrical Internet Access Services in an amount not to exceed \$141,200 (\$20,160 annually for 7 years, paid monthly at \$1,680) for the period of June 1, 2020 through May 31, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Information Services Director or Deputy Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This request is to increase our existing CBC Internet bandwidth from the from 50Mbps to 100Mbps for both of our symmetrical Internet Access connections (one in Bishop, one in Independence). This increased bandwidth will support our Voice-over-IP telephone system project and the increased use of hosted applications supporting several County Departments. This will increase our costs for the symmetrical Internet Access connections from \$1,050 to \$1,680 monthly.

In January 2014, the County of Inyo initially entered into a Master Services Agreement and three specific service agreements with CBC for Internet Access services as well as for point-to-point extensions to our Count network. We have entered into additional service agreements since that time to further extend our County network. Each specific service agreement has a five-year term with two automatic, one-year extensions.

Sole Source justification: County Purchasing Policy, Section F (IV), I (Sole Source Requests for independent Contractors), d) Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field. The County network is connected to the CBC network with equipment and fiber-optic cabling owned by the CBC. Establishing an alternate service provider for our two symmetrical Internet Access connections would be costly and quite disruptive.

The County of Inyo is a founding member of the Anchor Institution of the California Broadband Cooperative with a permanent seat on the CBC Governing Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved the CBC Internet Services Upgrade on May 26, 2020, but the amount approved was based on an incorrect cost proposal of \$1600 per month. This request includes the corrected costs of \$1680 per month

for Internet services. The original cost proposal did not include the 5% fees for Cost Recovery and Property Surcharge that were supposed to be included.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request and our bandwidth will not change, resulting in congested Internet access and intermittent issues with VoIP connections and hosted applications.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for the services in FY 2019-2020 is budgeted in the Board approved Information Services FY 2019-2020 budget (Utilities). Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

ATTACHMENTS:

1. Inyo County Internet Bandwidth Upgrades Quote
2. CBC Property Surcharge Cost Recovery Fee
3. CBC Master Agreement - Corrected

APPROVALS:

Lavon Sargent	Created/Initiated - 8/10/2020
Darcy Ellis	Approved - 8/10/2020
Scott Armstrong	Approved - 8/10/2020
Marshall Rudolph	Approved - 8/12/2020
Amy Shepherd	Final Approval - 8/12/2020

Quote Number: 2733484000002155013}
Inyo County Information Services
P.O. Box 477
Independence, CA, {Quotes.Billing Code}

Quote Date: May 1, 2020
Quote Type: #

Dear Scott Armstrong,

Below is your quote Inyo County_Info Services-Bish Library_Internet Upgrade for services as discussed, if the terms meet your approval please sign and return. Once signed this document will serve as your binding Service Agreement. Thank you for your business and continued support.

S.No.	Product Details	Quantity	List Price	Total
1.	Internet 1000 224 N. Edwards Independence CA 93526 THIS IS AN UPGRADE FROM 50Mb to 100Mb DOES NOT INCLUDE 5% FEES and SURCHARGES FEES and SURCHARGES ADD \$40.00	100	\$ 8.00	\$ 800.00
2.	Internet 1000 210 Academy Bishop CA 93514 THIS IS AN UPGRADE FROM 50Mb to 100Mb DOES NOT INCLUDE 5% FEES and SURCHARGES FEES and SURCHARGES ADD \$40.00	100	\$ 8.00	\$ 800.00
			Sub Total	\$ 1,600.00
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			Grand Total	\$ 1,600.00

Product Installs, NRC:	<input type="checkbox"/>
------------------------	--------------------------

Term: 5 Year

Terms and Conditions

CBC agrees to provide and Customer agrees to accept Services described above for the Service Term, MRC, and NRC (if applicable), subject to the terms and conditions of the CBC Master Service Agreement. This quote is valid for the next 30 days.

Signatures

Customer Signature

CBC Signature

Printed Name & Title

Printed Name and Title

Date

Date



PROPERTY SURCHARGE

A tax-related surcharge in addition to the other charges for service will apply equal to 2 percent of the total interstate, international and unregulated charges (including usage and non-usage) after the application of applicable discounts and credits, which allows the Company to recover a portion of the property tax that it pays to state and local jurisdictions. Federal Universal Service Fund (FUSE) applies.

COST RECOVERY FEE

A tax related surcharge equal to 3 percent of all applicable charges, excluding Taxes, appearing on a Customer's invoice will apply to interstate and international telecommunications services subject to direct regulation by the Federal Communications Commission as well as to Interconnected VoIP service charges treated as interstate under FCC rules. This charge is being imposed to recover amounts incurred by the Company for regulatory fees and expenses, such as FCC regulatory fees, telecommunications services for the speech and hearing impaired, North American Numbering Plan administration, various State Public Utilities Commission (PUC) fees, various state and local business licenses, and various state annual regulatory fees. Federal Universal Service Fund (FUSE) applies.

event CBC does not receive a written acceptance or rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service, other than Dark Fiber Services ordered pursuant to Exhibit D, consists of more than one circuit, then CBC will issue a separate Connection Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing services will commence on the date CBC issues a Connection Notice to the Customer for the MAC. Payment of Invoices: Except as otherwise provided for Dark Fiber IRUs ordered pursuant to Exhibit D, invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within thirty (30) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. CBC shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees.

- 2.2 Billing Disputes:** Customer must notify CBC in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the same. CBC will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.
- 2.3 Taxes and Fees:** Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in CBC's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without mark-up of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon CBC's income. CBC will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing CBC with a valid Sales Tax Exemption. Should the Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to CBC the sales tax associated with the Customer's impacted service. Notwithstanding the forgoing, CBC will not accept any Sales Tax Exemption Certificate based upon Customer's resale of Dark Fiber Services provided to Customer within the States of Missouri or Tennessee.
- 2.4 Regulatory and Legal Changes:** In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, CBC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after CBC' delivery of a change of law written notice, then (a) CBC may pass such increased costs through to Customer, and (b) Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.
- 2.5 Termination Charges:** In the event that, prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term, Customer shall pay a termination charge equal to 50% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 25% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition Customer will be responsible for 100% of any termination charge imposed on CBC by a third party supplier whose facilities were contracted for by CBC in order to provide the Customer's Services.
- 2.6 Service Interruptions and Delivery:** CBC provides specific remedies regarding the provision and performance of Service as set forth in Section 5 and in Exhibit D and the same are Customer's sole remedies in the event of CBC' failure to provide Service. A violation of any Service Level Agreement ("SLA") is expressly not a breach of a representation or warranty and is not a breach or default under this Agreement. Except as otherwise provided in Exhibit D, Customer's sole remedy for any uncured breach of this Agreement by CBC is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's material breach of any provision of this Agreement, CBC, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff may terminate the provision of Service to Customer.

- 2.7 **Limitation of Liability:** Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Customer Order, this Agreement or the CBC Acceptable Use Policy.
- 2.8 **Disclaimer of Warranties:** CBC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.9 **Force Majeure:** Neither party is liable for any failure of performance nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor difficulties, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation (or any other act or omission by said third party). Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event CBC is unable to deliver Service for seven, (7) consecutive days as a result of any force majeure events, Customer shall not be obligated to pay CBC for the affected Service for so long as CBC is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.
- 2.10 **Assignment and Resale:** Customer may not assign its rights and obligations to an unrelated third party under a Customer Order without the express prior written consent of CBC. As a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms and conditions, set forth herein and (ii) Customer shall remain primarily liable for the payment of all charges due under each Customer Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of this Agreement and such Assumption is delivered to CBC prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section is void. Except for Dark Fiber Services ordered pursuant to Exhibit D, Customer may resell the Service to third party "end users", provided that Customer agrees to indemnify, defend and hold CBC harmless from claims made against CBC by such end users or by any third party (including without limitation any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, etc. from any public agency having jurisdiction over the Customer's resale operations.
- 2.11 **Indemnification:** Each party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct or any breach by such party of any obligation set forth in this Agreement. Customer shall indemnify CBC from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, of or connection to the Service by Customer (or by any person other than CBC or its duly authorized representative, (iii) Claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.
- 2.12 **Governing Law:** CBC has filed or may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service or CBC may post a Pricing Guide. Tariff(s) are (or upon filing will be deemed to be) incorporated herein by this reference and made a part hereof and the Pricing Guide upon posting on CBC' website will be incorporated herein by this reference and made a part hereof. Such tariffs and/or Pricing Guide as are then in effect at the time of the Customer Order, are to be deemed binding upon all Service ordered by Customer, and, in the event such provisions are inconsistent with the terms of a Customer Order the terms set forth in the applicable tariff or the Price Guide shall control. This Agreement shall be governed by, and construed and enforced in accordance with, as

applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles. Price is fixed through the term indicated on the Service Agreement. If price is changed during the contract term customer may terminate without penalty.

- 2.13 Default:** In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default:
- a) Except as otherwise indicated in Exhibit D for Dark Fiber Services, the failure of Customer to make any payment required pursuant to this Agreement hereof within thirty, (30) days of the date of invoice
 - b) A court or governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a party or with respect to any substantial part of its property, or constituting an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up, or liquidation of either party, or if any such petition shall be filed against a party and shall not be dismissed within sixty (60) days thereafter
 - c) The failure of a party to carry and maintain insurance in compliance with the provisions of any particular Exhibit
 - d) The failure of a party to perform or observe any material covenant or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after written notice given to the defaulting party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days
 - e) The violation of the CBC Acceptable Use Policy.
- 2.14 Authority to Bind:** Each party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.
- 2.15 Entire Agreement:** This Agreement, and any Exhibits and Customer Orders attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.
- 2.16 Order of Precedence:** In the event of a conflict between the terms and conditions of this Agreement and any Exhibit attached hereto, the terms and conditions of the Exhibit shall control, but only to the extent of any such conflict. In the event of a conflict between the terms and conditions of this Agreement, attached Exhibit, and/or any Customer Order attached hereto, the terms and conditions of the Customer Order shall control, but only to the extent of any such conflict.
- 2.17 Confidentiality:** The parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Customer Order, with the exception that the parties may disclose this Agreement and any related Customer Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and CBC has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them and related billing information. In order to ensure that customer is able to benefit from additional telecommunications services provided by CBC and its affiliates Customer authorizes CBC and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunications services. Customer understands that they may withhold such consent or withdraw this authorization at any time by notifying CBC in writing via the fax number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any services to which the customer already subscribes but may result in customer no longer being able to benefit from additional telecommunications services provided by CBC or its affiliates.

- 2.18 **Severability:** In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 2.19 **Amendments:** This Agreement may be amended only by a written instrument executed by the parties.
- 2.20 **Waiver:** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 2.21 **Relationship to Parties:** The parties hereto understand and agree that this Agreement does not create a joint venture or partnership between the parties and does not make CBC, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No party hereto is granted by this Agreement any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party hereto, or to bind any other party hereto in any manner whatsoever.
- 2.22 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties, and in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.
- 2.23 **Facsimile Signatures:** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both parties.
- 2.24 **Survival:** Sections 2.4, 2.6-2.9, 2.11-2.13, 2.15, 2.17 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

3 ACCEPTABLE USE & CONTENT

- 3.1 **Fraudulent Use of Services:** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, CBC may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates CBC' AUP or the AUP of any of CBC' internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the CBC AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE", also known as SPAM).
- 3.2 **Contents of Communications:** CBC shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, CBC provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. CBC does not operate, process or control the information, services, opinions or other content of the Customer's data servers or the information, services, opinions or other content of the Internet; nor does CBC engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that CBC is acting as a bandwidth intermediary providing transport to multiple internet access providers. Should any internet access provider elect to block Customer's address space or access to the intranet, such dispute does not constitute a breach by CBC of its obligations under this Agreement and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold CBC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against CBC relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the internet.
- 3.3 **Acceptable Use Policy:** Except for Dark Fiber Services ordered pursuant to Exhibit D, to the extent the Service is used for access to the Internet, Customer agrees to be bound by and conform to the published CBC Acceptable Use Policy

("AUP"). In the event of Customer's breach of the CBC AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of service due to Customer violation of the CBC AUP shall not in any way abrogate Customer's obligations under this Agreement. CBC may from time to time amend its Acceptable Use Policy. If Customer elects not to be bound by the published Acceptable Use Policy, Customer may terminate the Service and pay the termination charges set forth herein.

4 CUSTOMER OBLIGATIONS

- 4.1 Customer Obligations for CBC Supplied Equipment:** Customer provides and bears the cost for space and racks (needs to be bolted down) to house CBC Supplied electronic equipment, connector panels, splice boxes etc. ("CBC Supplied Equipment"). Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the CBC Supplied Equipment and to maintain the proper environment for all CBC Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse CBC for the actual cost of repairing or replacing any CBC Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all CBC Supplied Equipment shall remain with CBC. CBC will provide and maintain the CBC Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any CBC Supplied Equipment without the prior written consent of CBC. The CBC Supplied Equipment shall not be used for any purpose other than that for which CBC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the CBC Supplied Equipment. In no event will CBC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the CBC Supplied Equipment by Customer or third parties provided access to the CBC Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse CBC for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Customer Order) to allow CBC to remove the CBC Supplied Equipment from the Customer facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as CBC may determine is necessary or desirable, but CBC will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

- 4.2 Customer Obligations for CBC Fiber Connection(s):** Customer is responsible for securing Building Entrance agreement(s) to permit CBC to construct a fiber connection from the CBC network to inside the Customer's facility or in the alternative where the CBC demarcation point is located outside of the Customer building, Customer is responsible for connectivity to the CBC demarcation point. Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the CBC point of demarcation including all connections between the CBC Supplied Equipment to the defined point of interconnection. Customer will be responsible for any additional costs that may be incurred by CBC due to Customer delay in completing ISP work on time.
- 4.3 Customer Obligations for CBC Access to Customer's Facility:** As a condition to CBC's obligation to provide and maintain the Service hereunder, Customer shall provide CBC 24 X 7 X 365 access to the Customer facility to the extent reasonably determined by CBC for the installation, inspection and scheduled or emergency maintenance of CBC Supplied Equipment. CBC shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the Customer facility. To facilitate CBC access for regular and emergency service, Customer shall provide CBC in Section 6.2 of this Agreement the contact name with telephone numbers where the contact can be reached by CBC on a 24 X 7 X 365 basis. It is the obligation of the Customer to keep this contact information up to date. CBC Supplied Equipment may be used to service other CBC customers.
- 4.4 Customer Obligations for Customer Supplied Equipment:** CBC may install certain Customer-provided communications equipment upon installation of Service, but CBC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. CBC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

- 4.5 Publicity and Logo Usage:** Customer grants to CBC at CBC's discretion: the ability to (a) identify the Customer as a Customer of CBC, (b) hyperlink from an appropriate area within CBC's web site to the Customer's home page; and (c) display the Customer's logo on the CBC web site (in accordance with the Customer's guidelines) for the use of such mark.
- 4.6 Non Solicitation:** During any Service Term under this Agreement and any subsequent renewal period, and for a period of two (2) years thereafter, each party agrees not to solicit, accept solicitation from, offer employment to or hire any employee of the other party or its affiliates. Each party further agrees not to solicit, accept solicitation from, offer employment to or hire any former employee of the other party or its affiliates who at the time of solicitation, offer or hire has not been severed from the employer party or its affiliates for a minimum of twelve (12) months. In the event of a breach of this provision by either party the non-breaching party may seek any and all remedies available at law and equity, including specific performance and injunctive relief, without need to post a bond or other security.

5 CBC OBLIGATIONS

- 5.1 General CBC Obligations:** CBC will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

CBC provides equipment as specified in the attached Exhibit(s). CBC will configure and provision all agreed to network service parameters. CBC will maintain in good working order the CBC Supplied Equipment to be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the attached exhibits. In the event it is determined that any Service Outage or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay CBC for its costs incurred in responding to such Service Outage or Customer alarm.

- 5.2 CBC Obligations as a Result of a Service Outage or SLA Violations:** After receiving notification of the Service Outage or a SLA violation, CBC shall restore the Service on its failed system as follows:

(i) Electronic Restoration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, in the event of an electronic failure, CBC shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) CBC Fiber Network Restoration.

In the event of a failure of the CBC fiber optic network, CBC shall begin restoral within four (4) hours after CBC is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, if the Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, CBC will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. CBC shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to CBC system troubles.

- 5.3 Service Outage and SLA Violation Exclusions:** All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including, but not limited to any violation of the CBC AUP, or any refusal to release the Service to CBC or its agents for maintenance, testing or repair, or any period in which CBC or its agents are not given access to the Service facility at the site(s) where the Customer's Service terminates.
- The Customer's applications, equipment, or facilities including any customer third party facilities or equipment .
- CBC or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third party provider's scheduled maintenance.

- Labor strikes
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation: In the event that CBC is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the attached Exhibits. The cumulative total of credits for a particular month will not exceed 100% of the total MRC for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when CBC is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated CBC Supplied Equipment is operational, subtracting any delay time associated with CBC or its agent's inability to access the equipment at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

- (A) Credit Allowances do not apply to Service Outages and SLA Violations caused by:
- The acts or omissions of Customer and/or end user or its agents including, but not limited to, any violation of the CBC AUP
 - Failure of power
 - Failure or malfunction of non-CBC equipment or systems, third party circuits or alternate access arrangements.
 - Circumstances or causes beyond the control of CBC or its agents;
 - During any period in which CBC or its agents are not given access to the Service facility at the Customer site(s) where the CBC Service terminates;
 - A planned service outage unscheduled emergency maintenance or scheduled maintenance by CBC or any third party facility provider (alteration or implementation as described herein, which last more than 30 days).
- (B) Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty, (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.
- (C) Service Outage and SLA Violation Credit Allowances are calculated according to the Exhibit for the particular Service.

6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

6.1 Notices: All notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to CBC:

California Broadband Cooperative, Inc.
 1101 Nimitz Avenue
 Vallejo, CA 94592
 Attn: Chief Executive Officer

If to Customer:

Customer Name: Inyo County Information Services
Address 1: P.O. Box 477
Address 2:
City, State: Independence, CA Zip Code: 93526
Attention: Title: Director
Attention Name:
Fax: 760-872-2712

Invoices shall be delivered to Customer at:


Customer Name: Inyo County Information Services
Address 1: P.O. Drawer 477
Address 2:
City, State: Independence CA Zip Code: 93526
Attention: Title:
Attention Name

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

- 6.2 Maintenance Contact:** As specified in Section 4.3, to facilitate CBC access to Customer facilities on a 24X7X365 basis Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name: Brandon Shults
Phone Number: 760-878-0314
Cell Phone Number: 760-937-1032
E-Mail Address: bshults@inyocounty.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


Name: Rick Pucci
Title: Chairperson, Board of Supervisors
Company: Inyo County
Date: 1-21-14

Name: Robert Volker
Title: CEO
Company: California Broadband Cooperative,
Inc.
Date:

MSA for Telecommunications Services Exhibit B CBC Internet Access Services

1 Service Definition

- 1.1 CBC Internet Access Service will provide a connection with a Bandwidth Profile, Committed Information Rate (CIR) from 1 Mb to 1,000 Mb to the Internet backbone. Each circuit will have a total Bandwidth Profile, which indicates its maximum data throughput. Customer may request a change to the Bandwidth Profile at any time provided it does not exceed the physical line rate of the port on which the circuit is provisioned (e.g. Customer could not have a 150 Mbps Bandwidth Profile on a circuit delivered via 10/100BaseT connection).
- 1.2 CBC Ethernet Internet Access (EIA) and T1 Internet Access Services are defined as follows:

Ethernet Internet Access (EIA): Available at any CIR from 3 Mb to 1,000 Mb. Internet access at a specified bandwidth is offered to the Customer in mutually agreeable increments. Handoff to the Customer for EIA Service is with a mutually agreed to native Ethernet Interface. EIA service is offered by CBC at any CBC On-Net location (With and Without Transport) and/or an Off-Net location established by CBC utilizing Type II access circuits. EIA Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

EIA has two different service options: **Standard** and **Burstable**:

Standard EIA Service is offered with Service Level Agreements that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. There are different sets of Service Levels for Latency, Jitter and Packet Loss depending on if service is delivered On-Net versus Off-Net with Type II access facilities.

Burstable EIA Service provides an EIA Service with a Committed Information Rate (CIR) and offers the opportunity to use additional bandwidth beyond the CIR. Customer may burst their usage at any time provided it does not exceed the contracted Peak Information Rate (PIR) and the physical line rate of the port on which the circuit is provisioned (e.g. Customer cannot burst beyond 100 Mb on a circuit delivered via 10/100BaseT connection). Service is "Best Effort" for bandwidth above the agreed to CIR. CBC will measure bandwidth usage, in five minute intervals, for each point of connection between the customer and the CBC Network in two categories: incoming and outgoing. At the end of each month, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The category with the lowest value at the ninety-five percent (95%) will be discarded. The remaining data sample will then be used for billing purposes. The bandwidth at 95% is then subtracted from the CIR. The difference in bandwidth is the amount billed for the month at the Burstable per Mb IP rate. Burstable Bandwidth is Best Effort. The service up to the CIR is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss.

T1 Internet Access Service: T1 Internet Access Service provides a CIR of 1.544 Mb delivered over a single DS1 circuit. Handoff to the customer is with a single DS1 connection. Customer may optionally procure from CBC equipment that will convert the handoff to a Native Ethernet Interface. T1 Internet Access Service is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. T1 Internet Access Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

Optional Internet Access Services: Customer may purchase the following optional services from CBC:

- **DNS Management:** Management of additional Customer Domain Names
- **Email Services:** Provision of E-mail service with user mailboxes; including anti-SPAM and virus checking services and additional-mail storage capacity.
- **Additional IP Addresses:** Assignment of additional IP addresses
- **BGP Peering:** Border Gateway Protocol peering services per the CBC BGP Policy detailed in section 1.6 of this Exhibit.
- **Web Hosting Services**

- 1.3 All of the above service types described in Section 1.2 are referred herein as "Service[s]".
- 1.4 Customer and CBC will execute a separate Customer Order as an attachment to Exhibit B for every separate Service to be ordered by the Customer.
- 1.5 The IP Addressees assigned to the Customer remain the property of CBC and are for use by the customer during the term of the applicable Service. At the conclusion of the Service the IP Addresses may be reassigned by CBC at CBC's sole discretion.
- 1.6 In order to establish a BGP peering session with CBC, Customer must meet the following requirements:
 - Customer must be multi-homed (two or more Internet connections)
 - Customer must have an autonomous system number (ASN).
 - Customer's router must support BGP4.
 - Customer must work with CBC in advance of the service implementation to determine if the customer will receive a default route to the Internet, partial or full Internet routes which are both provided by CBC Internet Access suppliers.
 - If Customer is to receive partial or full Internet routes from CBC, Customer router must be capable and configured to contain these additional routes and the associated overhead.
 - Customer must provide CBC (using associated CBC forms) with all the net-blocks Customer wishes to announce to the Internet.
 - Customer should include outbound route filtering as part of their configuration, to help prevent improper route announcements.
 - Customer requesting a change from their currently configured routing protocol, bandwidth and future adds/moves/changes require an "EIA Customer Configuration Change Request Form" to be completed.

2 Customer Remedy for Chronic Internet Access Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 CBC SLAs and Service Outage Credits for Internet Access Service Outages

The following table details the Service Level Agreements for Internet Access Service:

Service Level Agreement	SLA Value
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral	99.99%
Service Availability with Diverse Dual Fiber Optic Lateral	99.999%
Layer 2 Packet Loss	Less than 1%
Layer 2 Latency One-Way	Less than 20 msec
Layer 2 Jitter One-Way	Less than 10 msec
Layer 3 Service SLAs, Average for Round Trip Latency for North America (excluding Mexico)	Less than 60 msec
Mean Time-To-Repair	4 Hours

Per the terms specified in Paragraph 5.4 of Master Services Agreement for the Delivery of Telecommunications and Information Services, the Service Outage Credit per Internet Access Service Circuit is calculated according to following table.

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with a Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with Diverse Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2.5% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Credit for Packet Loss and Jitter: If the actual monthly average packet delivery on the CBC Internet Access Service fails to meet the SLA for Layer 2 Packet Loss and Layer 2 Jitter, CBC will credit the Customer five per cent (5%) of the monthly recurring charge for the applicable month for the affected service.

4 Outage Credits for Internet Access Services Utilizing Third Party Facilities:

To the extent the Customer's Order includes the use of third party facilities, Customer acknowledges that CBC is purchasing such facilities, on Customer's behalf, from a third party provider. None-the-less CBC will diligently work with Customer and the third party provider to minimize the impact of any service outage on customer and, to the extent within the control of CBC, CBC' NOC will provide status updates to Customer as and when received from the third party provider.

Service Outage Duration	Credit per Circuit
All Outages	CBC shall pass through to Customer a proportionate share of any Outage Credits CBC receives from the Third Party Facilities provider.

5 Maintenance of Third Party Facilities

To the extent that the Customer's Order includes the use of facilities from a third party supplier, the Customer acknowledges that maintenance of such facilities is solely the responsibility of the third party supplier and that CBC will provide such maintenance notice as it receives, if at all, from the underlying third party supplier. Customer shall not be entitled to any Outage Credits for any outage resulting from such third party maintenance.

6 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

7 Customer Signature and CBC Acceptance



By: Rick Pucck
Title: Chairperson, Board of Supervisors
Company: Inyo County

Dated: 1-21-14

BY: Robert Volker
Title: CEO
Company: California Broadband Cooperative, Inc.

Dated:

MSA for Telecommunications and Information Services

Exhibit F

Point to Point

1 Service Definition

1.1 General Service Definition

Inter-City Private Line Service (the "Service") provides Point-to-Point connectivity between city pairs (for example, Las Vegas – Salt Lake City) on the CBC Network. Service is available with either native Ethernet or TDM based transport. Availability will be confirmed with Customer at the time of order.

Customer will execute a separate Customer Order as an attachment to Exhibit G for every separate Service to be ordered by the Customer.

The Service is further subdivided between "POP-to-POP", "POP-to-Premise" and "Premise-to-Premise" Service categories. Customer's agreement with the selection between these three options shall be indicated on the Customer Order Form.

POP-to-POP service is defined as intercity transport between two CBC POPs. Hand-off between CBC and the Customer is at the demarcation point agreeable to CBC within the facilities housing the CBC POPs. The Customer is responsible for establishing both interconnections and all third parties cross-connect fees for the interconnection.

POP-to-Premise service is defined as intercity transport between one CBC POP in one city, and a location either On-Net or Off-Net to the CBC metropolitan network in the second city. Hand-off between CBC and the Customer is at a demarcation point agreeable to CBC within the facilities housing the CBC POP. The Customer is responsible for establishing the interconnection and all third parties cross-connect fees for the interconnection. Hand-off at the Premise location is defined by CBC in the Customer Order.

Premise to Premise service is defined as intercity transport between two locations either On-Net or Off-Net to the CBC metropolitan network in both cities. Hand-off at the Premise location is defined by CBC in the Customer Order.

If the local loop access at both ends of the circuit to the Customer's interface point is supplied by CBC on an CBC Owned Metro Fiber Network, the Service will be classified as "On-Net." "Off-Net" incorporates one or more local loop connections from the Customer's interface points to an CBC POP over facilities not owned by CBC. Availability of "Off-Net" service is dependent upon availability of local access circuits from third party suppliers, which can or cannot be obtained by CBC. Where "Off-Net" access is requested from CBC over leased local access circuits, CBC selects the third party supplier. Due to the nature of various Type II access circuits there are SLA and service differences when at least one portion of the circuit is established with a Type II access circuit. In the event Customer specifies a local access supplier not approved by CBC, the Latency and "Off-Net" SLA Credits specified in Section 3 are not applicable.

1.2 Ethernet Transport Service Definitions

Ethernet Private Line Service (EPL) is a dedicated data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR). The EPL service configuration provides the Customer with a logical point-to-point connection between two Customer locations, using a physical connection to the CBC network. EPL Service is Route Protected across the entire circuit. Port Protection for EPL service is available on an individual case basis. Inter-City EPL Service is available at a CIR of 10 Mb or 100 Mb. EPL service is only available when the entire circuit is On-Net with CBC.

Ethernet Virtual Private Line Service (EVPL) is an optically switched data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR) of 10 Mb or 100 Mb. The EVPL service configuration provides the Customer with either a logical point-to-point, or point-to-multipoint connection between two or more Customer locations using a physical connection to the CBC network and a switched connection through the CBC Network. EVPL service is offered by CBC for either a POP-to-Premise or a Premise-to-Premise configuration. Inter-City EVPL Service is available at a CIR of 10 Mb or 100 Mb. Route protection and Port Protection for EVPL service is offered on an individual case basis.

1.3 TDM Transport Service Definitions

TDM Private Line Service is a point-to-point private line service which provides the Customer with the transmission of synchronous serial data. Transport circuits are available at speeds of DS1, DS3 and OC-3. TDM Service is available without and with Route Protection, and Protected and Un-Protected Data Channel/Client Side configuration options.

2 Customer Remedy for Chronic Optical Carrier Private Line Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice, disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 Customer Service Outage Credits for Inter-City Transport Service Outages

3.1 POP-to-POP Intercity Transport Service SLAs

The following table details the Service Level Agreement ("SLA") for POP-to-POP Intercity Transport Service:

Service Level Agreement		SLA Value
Service Availability for POP-to-POP Service		99.999%
Service Availability with Diverse Dual Fiber Optic Laterals to CBC On-Net Premise Location(s)		99.999%
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral to One or Both CBC On-Net Premise Locations		99.99%
Service Availability with CBC Off-Net Premise Location		99.9%
Mean Time-To-Repair		4 Hours

3.2 POP-to-POP Intercity Transport Service Latency SLA Credit

If the actual monthly average latency on the CBC Inter-City Service fails to meet the agreed to SLA for Latency, CBC will credit the Customer five per cent (5%) of the applicable Circuit Charge for the applicable month for the affected circuit(s).

3.3 POP-to-POP Intercity Transport Service Outage SLA Credit

Outage Credit for POP-to-POP Service, and POP-to-Premise and Premise-to-Premise Services with Diverse Entrance Fiber Optic Laterals.

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3.5% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 4% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

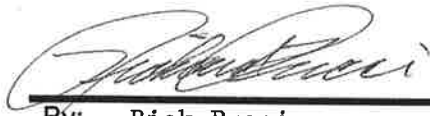
Outage Credit for POP-to-Premise and Premise-to-Premise Services with a Single Fiber Optic Lateral or a "Collapsed" Entrance Fiber Optic Laterals

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

4 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

5 Customer Signature and CBC Acceptance



By: Rick Pucci
Title: Chairperson Board of Superv.
Company: Inyo County

Dated: 1-21-14

By: Robert Volker
Title: CEO
Company: California Broadband Cooperative, Inc.

□ Dated:



SERVICE AGREEMENT

1. Customer (Installation) Information

Company Name INYO COUNTY SHERIFF LONE PINE		Date:	
Street Number 726	Direction NORTH	Building Name	
Street Name MIAN- Main	Suffix STREET	Room	Floor
City INDEPENDENCE Lone Pine	State CA	Zip 93526	93545
Initiator BILL LUTZ	Title SHERIFF	County INYO	
Telephone 760-878-0320	Fax		
Email Address bshults@inyocounty.us	Alternate Contact		

2. Billing Information

Bill To INYO COUNTY SHERIFF LONE PINE		Preferred Billing Date	
Address PO DRAWER S		Building Name	
City INDEPENDENCE		Room	
State CA	Zip 93526	County INYO	
Billing Contact JANIS ODUM		Title ADMIN. ASST.	
Telephone 760-878-0326	Fax	Bill Formats	
Additional Billing To:		Deposit Required	
Customer Request Special Billing		Lead Source	

3. Collocation Site (if applicable)

Company Name	Phone Number
Address	Building Name
Address	Room Floor
City	State Zip
Contact	Telephone
Technical Contact	Telephone

4. Remarks

Internet Access Service Includes:

- ISP Services
- Up to Class C IP address
 - must justify amount
 - subject to CBC and ARIN approval
- Projected service turn-up date July 1, 2013

WILL COORDINATE SERVICE ACTIVATION WITH CUSTOMER

Billing will commence as service is turned up per location

Authorized Personnel: _____

CBC Charges	MRC	NRC
Products and Options (Summary)		
20Mb V-LAN POINT to POINT	\$ 120.00	\$0.00
location: Sheriff Sub Station 726 N. Main St. Lone Pine, CA KMZ #256		
10Mb V-LAN POINT to POINT	\$ 60.00	\$0.00
location: Search & Rescue 350 Airport Rd. Bishop, CA KMZ #154	\$ -	\$ -
	\$ -	\$ -
Sub Total	\$ 180.00	\$ -
Promotions	\$ -	\$ -
	\$ -	\$ -

Total MRC/NRC

\$ 180.00 \$0.00

CBC agrees to provide and the Customer agrees to accept services described above for the service commitment period and charges listed above, subject to the terms and conditions in the CBC Master Services Agreement.

CBC Signature

ROBERT VOLKER
Printed Name

CEO
Title & Date

5 years
Length of Contract

CALIFORNIA BROADBAND COOPERATIVE 1101 N. NIMITZ AVE. VALLEJO CA 94592

Customer Signature

William R. Lutze
Printed Name

Sheriff
Title & Date

2/3/2014

707-551-8200

**AMENDMENT NUMBER 1 TO
 AGREEMENT BETWEEN THE COUNTY OF INYO AND CALIFORNIA BROADBAND
 COOPERATIVE, INC. FOR THE DELIVERY OF TELECOMMUNICATIONS AND
 INFORMATION SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Broadband Cooperative, Inc., of Vallejo, CA (hereinafter referred to as "CBC"), have entered into an Agreement for the Delivery of Telecommunications and Information Services dated January 1, 2014;

WHEREAS, Section 2.19 Amendments, of such Agreement provides that it may be amended by a written instrument executed by the parties;

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

County and Contractor hereby amend such Agreement as follows:

Services provided are invoiced as defined below:

Service Agreement Name	Service Locations	Service ID	Product Type
Inyo County Information Services	Inyo County Information Services - 224 N. Edwards Independence CA 93526	INT-10002	50Mb CBC INTERNET
	Bishop Library - 210 Academy Ave. Bishop, CA 93514	INT-10048	50Mb CBC INTERNET
Inyo County Health and Human Services	Health and Human Services 380 N. Mt. Whitney Dr. Lone Pine CA 93545	ELAN-10052	20Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		
Inyo County Sheriff Lone Pine	Inyo County Sheriff Lone Pine 726 Main St. Lone Pine CA 93545	ELAN-10050	20Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		
	Search and Rescue 350 Airport Rd. Bishop CA 93514	ELAN-10051	10Mb CBC PTP
	Inyo County Information Services 224 N. Edwards Independence CA 93526		

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

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

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

COUNTY OF INYO

CBC

By: _____
Signature

By: _____
Signature

Type or Print _____
Dated: _____

Type or Print _____
Dated: _____

Approved as to form and legality:

Approved as to personnel requirements:



County Counsel

Personnel Services

Approved as to accounting form:

Approved as to risk management:

County Auditor

County Risk Management



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 18, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 11, 2020.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 8/11/2020
Final Approval - 8/11/2020



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

James Richardson, M.D.
Public Health Officer, Inyo County
760-873-7868

Letter to the Community from Dr. James Richardson, Inyo County Health Officer

I write today to provide some insight into the efforts the Inyo County Public Health Department is taking to help protect our communities and visitors from the COVID-19 pandemic.

But first, I want to acknowledge the numerous effects this pandemic has on our communities. Not only does COVID-19 directly threaten the physical health of our citizens and visitors, but the necessary health precautions taken to reduce the transmission of COVID-19 also affect the economic and psychological health of our communities. A key County priority during these difficult times is to keep businesses open so long as the public is protected from the spread of COVID-19. This priority is why we must all adhere to the local and state public health orders and industry guidance including face covering, social distancing, and avoiding gatherings. If you would like to learn more about how these orders help prevent the spread of COVID-19, please review the materials found here: <https://www.preprints.org/manuscript/202004.0203/v1>.

The enforcement process in Inyo County is not about punishing small businesses. Our process seeks to support our local business while also protecting the health care system and our residents and visitors. Upon receiving a complaint about a local business, we reach out to the owners of businesses to provide education about the health orders, and to support them if they need help changing their operations to comply with those orders. For example, when the State announced the closure of outdoor dining, we immediately worked with the Inyo County administration to help streamline the encroachment permit process so our restaurant businesses could continue to operate. We've also provided businesses with free masks and face shields, free county-produced signs, and we provide one-on-one technical assistance to support planning and operationalizing the state's COVID-19 industry guidance.

While nearly every Inyo County resident and business owner is doing their best to comply with the face covering and distancing requirements, we do occasionally run across businesses where the owners are adamantly opposed to taking these small steps to prevent the spread of COVID-19. When those businesses will not work with us, will not participate and will not listen, only when we have no other recourse will we pursue civil and criminal penalties against a business who is breaking the law. We do this not to punish the business, but to protect our population. We do this only after providing education, free services, free supplies, and giving a business many, many chances.

Businesses of Inyo County – we are here to support you. When others are making decisions that endanger all of us and our County's ability to stay open and contain the spread of this disease, we will enforce the law and ensure they can no longer put us all in danger. When we enforce our Public Health orders, it is in SUPPORT of us continuing to stay open and in SUPPORT of our small business.

Sincerely,

Dr. James Richardson
Inyo County Health Officer



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah Reade, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: August 6, 2020
Re: June 2020 overtime

Following, please find the amount of overtime expended and overtime balances for the month of June 2020.

Budget #	Budget	Expended
022700	Sheriff General	\$3,974.62
022701	Kitchen Services	\$ 2,494.27
022710	Sheriff Safety	\$ 46,768.25
022900	Jail General	\$ 4,006.67
022910	Jail Safety	\$ 16,290.78
	Grand Total	\$ 73,534.59

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

JUNE OVERTIME TOTAL:

73,534.59

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Balance	Percent	Transaction Source
BUDG	5003	022700							72,000.00	3,974.62	44,833.51	27,166.49	62.27	
TRNS	5003	022700	6/5/2020	SHERIFF GRS.	02120DP	EARN REG	550.33	550.33	72,000.00	3,974.62	44,833.51	27,166.49	62.27	3
TRNS	5003	022700	6/19/2020	SHERIFF GRS.	02130DP	EARN REG	1,358.51	1,358.51	72,000.00	3,974.62	44,833.51	27,166.49	62.27	3
TRNS	5003	022700	6/28/2020	7/02 PAYROLL ACCRUAL	100PYACCRUAL0628		1,447.26	1,447.26	72,000.00	3,974.62	44,833.51	27,166.49	62.27	JE
TRNS	5003	022700	6/28/2020	7/17 PAYROLL ACCRUAL	40PYACCRUAL0628		618.52	618.52	72,000.00	3,974.62	44,833.51	27,166.49	62.27	JE
							<u>3,974.62</u>							
BUDG	5003	022701							25,000.00	2,494.27	23,950.54	1,049.46	95.80	
TRNS	5003	022701	6/5/2020	KITCHEN SERVICES GRS.	02120DP	EARN REG	1,450.41	1,450.41	25,000.00	2,494.27	23,950.54	1,049.46	95.80	3
TRNS	5003	022701	6/19/2020	KITCHEN SERVICES GRS.	02130DP	EARN REG	265.32	265.32	25,000.00	2,494.27	23,950.54	1,049.46	95.80	3
TRNS	5003	022701	6/28/2020	7/02 PAYROLL ACCRUAL	100PYACCRUAL0628		657.58	657.58	25,000.00	2,494.27	23,950.54	1,049.46	95.80	JE
TRNS	5003	022701	6/28/2020	7/17 PAYROLL ACCRUAL	40PYACCRUAL0628		120.96	120.96	25,000.00	2,494.27	23,950.54	1,049.46	95.80	JE
							<u>2,494.27</u>							
BUDG	5003	022710							280,000.00	46,768.25	282,149.18	(2,149.18)	100.77	
TRNS	5003	022710	6/5/2020	SHERIFF - SAFETY GRS.	02120DP	EARN REG	12,106.11	12,106.11	280,000.00	46,768.25	282,149.18	(2,149.18)	100.77	3
TRNS	5003	022710	6/19/2020	SHERIFF - SAFETY GRS.	02130DP	EARN REG	26,155.65	26,155.65	280,000.00	46,768.25	282,149.18	(2,149.18)	100.77	3
TRNS	5003	022710	6/28/2020	7/02 PAYROLL ACCRUAL	100PYACCRUAL0628		7,663.53	7,663.53	280,000.00	46,768.25	282,149.18	(2,149.18)	100.77	JE
TRNS	5003	022710	6/28/2020	7/17 PAYROLL ACCRUAL	40PYACCRUAL0628		842.96	842.96	280,000.00	46,768.25	282,149.18	(2,149.18)	100.77	JE
							<u>46,768.25</u>							
BUDG	5003	022900							130,000.00	4,006.67	75,139.24	54,860.76	57.80	
TRNS	5003	022900	6/5/2020	JAIL GRS.	02120DP	EARN REG	300.84	300.84	130,000.00	4,006.67	75,139.24	54,860.76	57.80	3
TRNS	5003	022900	6/19/2020	JAIL GRS.	02130DP	EARN REG	957.24	957.24	130,000.00	4,006.67	75,139.24	54,860.76	57.80	3
TRNS	5003	022900	6/28/2020	7/02 PAYROLL ACCRUAL	100PYACCRUAL0628		2,347.45	2,347.45	130,000.00	4,006.67	75,139.24	54,860.76	57.80	JE
TRNS	5003	022900	6/28/2020	7/17 PAYROLL ACCRUAL	40PYACCRUAL0628		401.14	401.14	130,000.00	4,006.67	75,139.24	54,860.76	57.80	JE
							<u>4,006.67</u>							
BUDG	5003	022910							120,000.00	16,290.78	114,467.14	5,532.86	95.39	
TRNS	5003	022910	6/5/2020	JAIL - SAFETY GRS.	02120DP	EARN REG	3,880.92	3,880.92	120,000.00	16,290.78	114,467.14	5,532.86	95.39	3
TRNS	5003	022910	6/19/2020	JAIL - SAFETY GRS.	02130DP	EARN REG	9,544.19	9,544.19	120,000.00	16,290.78	114,467.14	5,532.86	95.39	3
TRNS	5003	022910	6/28/2020	7/02 PAYROLL ACCRUAL	100PYACCRUAL0628		1,316.43	1,316.43	120,000.00	16,290.78	114,467.14	5,532.86	95.39	JE
TRNS	5003	022910	6/28/2020	7/17 PAYROLL ACCRUAL	40PYACCRUAL0628		1,549.24	1,549.24	120,000.00	16,290.78	114,467.14	5,532.86	95.39	JE
							<u>16,290.78</u>							

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Sheriff	\$17,568.00	\$29,776.00	\$24,716.00	\$13,106.00	\$20,122.00	\$16,130.00	\$15,730.00	\$22,121.00	\$14,773.00	\$15,321.00	\$17,440.00	\$22,507.00	\$229,310.00
2002-03	Sheriff	\$26,409.00	\$18,875.00	\$14,597.00	\$20,582.00	\$16,614.00	\$15,196.00	\$18,846.00	\$12,354.00	\$24,390.00	\$17,704.00	\$16,251.00	\$9,712.00	\$211,530.00
2003/04	Sheriff	\$20,652.00	\$10,562.00	\$14,292.00	\$14,577.00	\$13,484.00	\$12,317.00	\$22,540.00	\$17,773.00	\$13,934.00	\$7,070.00	12,782.00	10,218.00	\$170,201.00
2004/05	Sheriff	\$19,859.00	\$9,096.00	\$10,036.00	\$9,072.00	\$11,197.00	\$6,305.00	\$15,019.00	\$9,794.00	\$11,564.00	\$17,223.00	\$17,635.00	\$13,940.00	\$150,740.00
2005-06	Sheriff	\$24,078.00	\$18,496.00	\$12,444.00	\$15,841.00	\$11,371.00	\$15,300.00	\$19,108.00	\$16,384.00	17,515.00	\$13,259.00	16,317.00		\$180,113.00
2006-07	Sheriff	\$26,310.00	\$22,120.00	\$24,151.00	\$20,575.00	\$24,085.00	\$17,224.00	\$23,530.00	\$17,540.00	\$15,848.00	\$22,461.00			\$213,844.00
2007-08	Sheriff	\$35,499.00	\$17,506.00	\$31,975.00	\$15,535.00	\$20,842.00	21,968.00	\$21,705.00	\$26,047.00	\$21,586.00	\$37,145.00	\$25,116.00	\$24,931.00	\$299,855.00
2008-09	Sheriff	\$47,862.00	\$14,850.00	\$19,384.00	\$12,552.00	\$14,621.00	\$15,865.00	\$13,449.00	\$17,531.00	\$17,629.00	\$12,665.00	\$17,567.00	\$21,566.00	\$225,541.00
2009-10	Sheriff	\$25,480.00	\$17,722.00	\$18,686.00	\$16,444.00	\$23,697.00	\$24,697.00	\$23,352.00	\$13,600.00	\$16,924.00	\$13,187.00	\$15,917.00	\$11,942.00	\$221,648.00
2010-11	Sheriff	\$23,723.00	\$18,506.00	\$20,983.00	\$19,556.00	\$17,956.00	\$31,825.00	18,752.00	\$19,447.00	\$19,552.00	\$27,651.00	\$20,855.00	\$22,994.00	\$261,800.00
2011-12	Sheriff	\$19,382.00	\$21,152.00	\$26,936.00	\$25,339.63	\$22,334.58	\$20,445.96	\$15,581.82	\$13,929.99	\$15,565.63	\$19,021.51	\$22,352.19	\$16,685.35	\$238,726.66
2012-13	Sheriff	\$27,357.13	\$28,796.44	\$34,839.37	\$24,645.46	\$8,302.70	\$22,742.47	\$20,293.68	\$27,727.58	\$20,608.20	\$18,933.99	\$32,740.81	\$16,712.41	\$283,700.24
2013-14	Sheriff	\$22,010.90	\$30,004.58	\$21,924.03	\$25,386.25	\$27,705.70	\$19,269.13	\$19,804.12	\$23,103.59	\$12,812.62	\$40,657.55	\$19,427.50	\$25,615.56	\$287,721.53
2014-15	Sheriff	\$26,463.99	\$25,110.54	\$24,133.06	\$29,228.12	\$19,759.97	\$18,506.19	\$16,919.22	\$22,563.18	\$15,225.74	\$22,238.43	\$38,242.59	\$15,773.84	\$274,164.87
2015-16	Sheriff	\$24,435.78	\$24,224.23	\$25,543.55	\$38,122.69	\$21,301.83	\$17,036.08	\$17,675.83	\$17,567.44	\$24,144.24	\$23,878.96	\$35,380.97	\$16,053.54	\$285,365.14
2016-17	Sheriff	\$21,623.98	\$19,972.64	\$53,767.93	\$32,462.80	\$25,088.47	\$18,533.84	\$23,097.23	\$44,673.95	\$28,923.44	\$39,488.09	\$36,205.62	\$33,903.65	\$278,559.30
FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Jail	\$6,278.00	\$10,218.00	\$10,673.00	\$5,077.00	\$6,422.00	\$5,562.00	\$5,194.00	\$11,007.00	\$11,644.00	\$10,001.00	\$8,082.00	\$5,706.00	\$95,864.00
2002-03	Jail	\$9,902.00	\$8,624.00	\$8,077.00	\$8,169.00	\$11,434.00	\$6,581.00	\$11,095.00	\$5,996.00	\$9,036.00	\$8,107.00	\$6,863.00	\$5,583.00	\$99,467.00
2003-04	Jail	\$12,206.00	\$12,147.00	\$10,471.00	\$9,547.00	\$10,858.00	\$5,343.00	\$7,927.00	\$4,693.00	\$7,235.00	\$3,568.00	\$5,118.00	\$7,077.00	\$96,190.00
2004-05	Jail	\$9,905.00	\$5,186.00	\$8,294.00	\$5,080.00	\$5,598.00	\$3,972.00	\$7,773.00	\$5,178.00	\$5,490.00	\$9,208.00	\$6,489.00	\$6,684.00	\$78,857.00
2005-06	Jail	\$9,945.00	\$9,954.00	\$7,576.00	\$10,669.00	\$10,621.00	\$6,505.00	\$10,788.00	\$9,434.00	13,564.00	\$9,968.00	\$10,325.00		\$109,349.00
2006-07	Jail	\$18,236.00	\$12,222.00	\$14,583.00	\$12,005.00	\$11,769.00	\$6,129.00	\$16,260.00	\$13,128.00	\$8,156.00	\$12,013.00			\$124,501.00
2007-08	Jail	\$23,401.00	\$13,877.00	\$17,485.00	\$13,537.00	\$10,586.00	\$7,076.00	\$6,721.00	\$6,914.00	\$12,160.00	\$22,521.00	\$14,780.00	\$17,172.00	\$166,230.00
2008-09	Jail	\$14,812.00	\$14,465.00	\$12,613.00	\$7,671.00	\$9,841.00	\$9,357.00	\$7,643.00	\$12,196.00	\$9,702.00	\$9,997.00	\$15,558.00	\$9,581.00	\$133,436.00
2009-10	Jail	\$14,060.00	\$13,756.00	\$12,679.00	\$9,414.00	\$7,094.00	\$8,186.00	\$4,464.00	\$4,316.00	\$5,379.00	\$9,334.00	\$7,729.00	\$8,418.00	\$104,829.00
2010-11	Jail	\$10,231.00	\$7,691.00	\$7,797.00	\$4,241.00	\$5,946.00	\$7,441.00	\$7,761.00	\$8,759.00	\$8,013.00	\$10,387.00	\$7,855.00	\$7,666.00	\$93,788.00
2011-12	Jail	\$7,868.00	\$9,148.00	\$13,791.00	\$13,821.61	\$11,131.78	\$6,091.73	\$6,358.72	\$7,627.21	\$16,459.92	\$8,133.22	\$3,511.28	5,396.13	\$109,338.60
2012-13	Jail	\$9,851.94	\$22,987.52	\$9,693.45	\$10,652.10	\$7,537.09	\$12,630.63	\$7,947.40	\$9,120.59	\$9,585.65	\$6,475.67	\$14,055.81	\$8,517.89	\$129,055.74
2013-14	Jail	\$7,229.83	\$11,249.70	\$11,630.13	\$7,756.07	\$20,472.26	\$14,211.87	\$16,385.86	\$8,399.09	\$9,993.15	\$25,089.23	\$13,038.21	\$22,289.16	\$167,760.40
2014-15	Jail	\$14,641.52	\$15,248.17	\$19,078.03	\$23,753.40	\$17,004.70	\$14,894.58	\$12,924.38	\$15,169.08	\$15,819.74	\$13,511.76	\$27,217.52	\$18,414.59	\$207,677.47
2015-16	Jail	\$17,646.35	\$20,388.98	\$10,739.47	\$24,152.37	\$14,887.81	\$13,140.45	\$15,147.73	\$13,187.70	\$16,463.62	\$11,935.64	\$28,695.13	\$13,643.97	200,029.22
2016-17	Jail	\$11,727.04	\$15,302.99	\$20,904.69	\$14,220.17	\$13,782.16	\$9,788.37	\$11,808.54	\$18,898.78	\$12,321.48	\$19,361.13	\$18,131.76	\$13,376.70	\$126,025.57

TOTAL FY 2005-06	\$289,456.00	Average for 12 month	\$26,314.00
TOTAL FY 2006-07	\$338,345.00	Average for 11 months	\$30,758.64
TOTAL FY 2007-08	\$466,805.00	Average for 12 months	\$38,840.31
TOTAL FY 2008-09	\$358,977.00	Average for 12 months	\$29,914.75
TOTAL FY 2009-10	\$326,477.00	Average for 12 month	\$27,206.41
TOTAL FY 2010-11	\$355,588.00	Average for 12 month	\$29,632.33
TOTAL FY 2011-12	\$346,065.26	Average for 12 month	\$28,831.77
TOTAL FY 2012-13	\$412,755.98	Average for 11 month	\$34,396.33
TOTAL FY 2013-14	\$455,482.93	Average for 12 month	\$37,956.91
TOTAL FY 2014-15	\$481,842.34	Average for 12 month	\$40,153.53*
TOTAL FY 2015-16	\$485,394.36	Average for 12 months	\$40,449.53*
TOTAL FY 2016-17	\$404,584.87	Average for 12 months	\$33,715.41

*Does not include jail kitchen services overtime – began including kitchen services 1-16

RECAP - SHERIFF AND JAIL OVERTIME REPORTS

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Sheriff							\$11,431.27	\$16,517.07	\$11,888.82	\$10,438.75	\$10,805.87	\$9,310.89	\$70,392.67
1991-92	Sheriff	\$15,462.13	\$13,296.38	\$16,410.77	\$16,611.39	\$16,590.17	\$10,124.27	\$19,472.29	\$20,262.10	\$18,235.05	\$21,753.68	\$17,614.92	\$13,814.82	\$199,647.97
1992-93	Sheriff	\$22,655.27	\$21,269.55	\$27,322.32	\$14,728.53	\$8,522.72	\$11,767.60	\$7,074.76	\$8,183.73	\$10,228.68	\$16,106.16	\$21,304.16	\$12,040.58	\$181,204.06
1993-94	Sheriff	\$12,194.84	\$12,880.26	\$11,796.20	\$19,656.88	\$9,736.05	\$10,453.40	\$14,047.46	\$10,747.67	\$13,729.75	\$15,248.90	\$13,850.25	\$12,729.83	\$157,071.49
1994-95	Sheriff	\$19,768.43	\$17,650.58	\$16,382.17	\$8,178.84	\$7,514.05	\$5,283.38	\$8,265.57	\$6,077.04	\$4,821.38	\$7,312.77	\$5,826.53	\$8,107.30	\$115,188.04
1995-96	Sheriff	\$10,267.77	\$8,811.96	\$7,581.31	\$8,941.34	\$5,194.86	\$2,945.02	\$7,671.86	\$6,285.61	\$3,953.81	\$6,757.84	\$7,095.62	\$4,022.16	\$79,529.16
1996-97	Sheriff	\$5,717.13	\$9,947.00	\$7,858.83	\$8,458.00	\$15,222.00	\$14,247.00	\$9,382.00	\$6,171.00	\$11,184.51	\$12,575.00	\$15,159.00	\$11,174.00	\$127,095.47
1996/97	Holiday	\$7,483.00	Not Available	\$12,293.84	\$4,296.00	\$5,250.00	-0-	\$14,033.00	\$11,063.00	-0-	-0-	\$5,387.00		\$59,805.84
1997-98	Sheriff	\$9,946	\$10,073.00	\$8,826.00	\$11,306	\$5,821.00	\$6,832.00	\$5722.00	\$11,354.00	\$12,618.00	\$18,161.00	\$11,419.00	\$11,603.00	\$123,681.00
1998-99	Sheriff	\$14,265	\$13,893.00	\$13,762.00	\$12,770.00	\$10,203.00	\$10,119.00	\$17,714.00	\$14,606.00	\$16,394.00	\$9,834.00	\$15,710.00	\$15,312.00	\$164,582.00
1999-20	Sheriff	\$18,980.00	\$15,700.00	\$18,380.00	\$12,235.00	13,968.00	\$12,751.00	\$15,919.00	\$10,134.00	\$18,225.00	\$14,697.00	\$13,545.00	\$21,715.00	\$186,249.00
2000-01	Sheriff	\$17,948.00	\$13,273.00	\$12,379.00	\$15,270.00	\$12,629.00	\$13,537.00	\$15,019.00	\$18,333.00	\$9,206.00	\$15,085.00	\$10,156.00	\$14,809.00	\$167,644.00

FY Year	Bud get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Jail							\$8,961.35	\$9,734.76	\$8,144.51	\$8,780.58	\$7,034.26	\$8,454.56	\$51,110.02
1991-92	Jail	\$7,535.08	\$6,561.64	\$6,702.07	\$9,498.79	\$10,559.57	\$6,237.61	\$10,220.51	\$5,694.12	\$5,838.63	\$7,923.09	\$7,170.30	\$5,339.41	\$89,280.82
1992-93	Jail	\$10,231.09	\$10,595.77	\$11,379.12	\$10,598.70	\$5,363.46	\$4,054.21	\$4,434.02	\$4,036.28	\$5,468.12	\$7,344.10	\$8,404.39	\$9,468.65	\$91,377.91
1993-94	Jail	\$11,816.15	\$7,687.97	\$7,186.15	\$8,495.28	\$8,325.29	\$9,581.32	\$22,451.63	\$12,318.18	\$13,524.36	\$16,935.94	\$13,848.56	\$11,728.60	\$143,899.43
1994-95	Jail	\$12,943.44	\$9,290.30	\$8,195.87	\$2,714.16	\$4,408.35	\$1,527.37	\$5,078.75	\$4,340.92	\$5,800.83	\$3,493.95	\$3,031.58	\$2,151.83	\$62,977.35
1995-96	Jail	\$7,984.10	\$3,228.28	\$5,486.78	\$2,338.29	\$5,459.02	\$2,536.07	\$4,421.55	\$3,424.93	\$2,674.10	\$2,420.38	\$1,293.52	1,498.51	\$42,765.53
1996-97	Jail	\$2,649.57	\$1,745.00	\$3,771.33	\$3,472.00	\$9,341.00	\$7,985.00	2,620.00	\$1,367.00	\$2,344.00	\$39,551	\$2,561.00	\$3,089.00	\$80,495.90
1997-98	Jail	\$4,991.00	\$9,012.00	\$4,454.00	\$6,044.00	\$7,794.00	\$7,849.00	\$9,830.00	\$12,752.00	\$8,034.00	\$7,836.00	6,958.00	\$5,427.00	\$90,981.00
1998-99	Jail	\$4,125.00	\$5,707.00	\$8,030.00	\$6,044.00	\$6,680.00	\$3,879.00	\$4,800.00	\$4,839.00	\$4,051.00	\$7,145.00	\$10,199.00	\$6,301.00	\$71,800.00
1999-00	Jail	\$6,853.00	\$6,196.00	\$6,465.00	\$5,768.00	9,512.00	\$5,066.00	\$4,447.00	\$1,828.00	\$4,381.00	\$21,862.00	\$4,020.00	\$6,281.00	\$82,679.00
2000-01	Jail	\$4,117.00	\$3,719.00	\$7,353.00	\$7,095.00	\$6,491.00	\$9,549.00	\$5,751.00	\$9,965.00	\$6,111.00	\$8,085.00	\$5,360.00	\$7,218.00	\$80,814.00

TOTAL 6 months FY 1990-1991	\$121,502.69	average per month for 6 months	\$20,250.44
TOTAL FY 1991-1992	\$288,928.79	average per month	\$24,077.39
TOTAL FY 1992-1993	\$272,581.97	average per month	\$22,715.16
TOTAL FY 1993-1994	\$300,970.92	average per month	\$25,080.91
TOTAL FY 1995-1996	\$122,295.49	average per month	\$10,191.29
TOTAL FY 1996-1997	\$207,591.37	average for 12 months without Holiday	\$17,299.28
	Holiday \$59,805.84	average for 12 months including Holiday	\$22,283.10
TOTAL FY 1997-98	\$214,662.00	average per month	\$17,888.50
TOTAL FY 1998-99	\$236,382.00	average per month	\$19,698.50
TOTAL FY 1999-2000	\$268,928.00	average for 12 month	\$22,410.67
TOTAL FY 2000-2001	\$248,458.00	Average for 12 month	\$20,704.83
TOTAL FY 2001-2002	\$325,174.00	Average for 12 month	\$27,097.93
TOTAL FY 2002-2003	\$310,997.00	Average for 12 month	\$25,916.47
TOTAL FY 2003/04	\$266,391.00	Average for 12 month	\$22,199.25
TOTAL FY 2004-05	\$229,597.00	Average for 12 month	\$19,133.08