

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, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, 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 Zoom "hand-waving feature" when appropriate during the meeting (the 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 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.

November 17, 2020 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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.
4. ***PLEDGE OF ALLEGIANCE***
 5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***
 6. ***PUBLIC COMMENT***
 7. ***COUNTY DEPARTMENT REPORTS*** (*Reports limited to two minutes*)
 8. ***COVID-19 STAFF UPDATE***

DEPARTMENTAL - PERSONNEL ACTIONS

9. **Health & Human Services - Behavioral Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) part-time (BPAR) Progress House Residential Caregiver exists in the Behavioral Health budgets (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) part-time (BPAR) Progress House Residential Caregiver at Range 53PT (\$17.10/hr. - \$20.82/hr.) per hour.
10. **Health & Human Services - Health/Prevention** - Request Board, contingent upon the approval of the ELC Cares Grant budget:
 - A) approve the job description for Case Investigator;
 - B) change the Authorized Strength in the HHS Public Health and Prevention Division by adding two (2) bilingual term-limited B-PAR Case Investigator positions at Range 60 with an expiration date of March 31, 2022;
 - C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the positions it is unlikely they could be filled by internal candidates meeting the qualifications for the positions, so an open recruitment is more appropriate to ensure qualified applicants apply; and
 - D) approve the hiring of two (2) bilingual term-limited Case Investigator B-PAR contract positions at Range 60 (\$3,758 - \$4,564), for a period ending in March 31, 2022.
11. **Health & Human Services - Health/Prevention** - Request Board, contingent upon the approval of the ELC Cares Grant budget:
 - A) approve the job description for the COVID-19 Program and Grant Manager, a time-limited position;
 - B) change the authorized strength in the HHS Public Health and Prevention Division by adding one (1) time-limited, contracted COVID-19 Program Manager position at Range 78 with an expiration date of March 31, 2022;
 - C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the position it is unlikely that it could be filled by an internal candidate meeting the qualifications for the position, so an open recruitment is more appropriate to ensure qualified applicants apply;

- D) approve the hiring of one (1) time-limited COVID-19 Program and Grant Manager position at Range 78 (\$5,741 - \$6,976), for a contract period ending March 31, 2022.
12. **Health & Human Services - Health/Prevention** - Request Board, contingent upon the approval of the ELC Cares Grant budget:
- A) approve job descriptions for an Infection Preventionist and a Senior Infection Preventionist;
 - B) change the authorized strength in the HHS Public Health and Prevention Division by adding two (2) term-limited contracted Infection Preventionist positions at Range 78 or Senior Infection Preventionist positions at Range 80 with an expiration date of March 31, 2022;
 - C) consistent with the adopted Authorized Positive Review policy, find that due to the time-limited nature of the positions it is unlikely they could be filled by internal candidates meeting the qualifications for the positions, so an open recruitment is more appropriate to ensure qualified applicants apply;
 - D) approve the hiring of two (2) term-limited Infection Preventionist positions at Range 78 (\$5,741 - \$6,976) or two (2) term-limited Senior Infection Preventionist positions at Range 80 (\$6,018 - \$7,320), for a contract period ending March 31, 2022.
13. **Health & Human Services - Health/Prevention** - Request Board, contingent upon the approval of the ELC Cares Grant budget:
- A) approve the job description for the COVID-19 Response Coordinator, a term-limited position;
 - B) change the authorized strength in the HHS Public Health and Prevention Division by adding one (1) time-limited, COVID-19 Response Coordinator position at Range 63 with an expiration date of March 31, 2022;
 - C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications for the position, so an open recruitment is more appropriate to ensure qualified applicants apply;
 - D) approve the hiring of one (1) time limited COVID-19 Response Coordinator position at Range 63 (\$4,023 - \$4,895), for a contract period ending March 31, 2022.

CONSENT AGENDA (Approval recommended by the County Administrator)

14. **Agricultural Commissioner - ESWMA** - Request Board: A) declare Malcolm Smith Motorsports of Riverside, CA the successful bidder for three Yamaha Kodiak 700 ATVs per Bid No. 2020-04; and B) authorize the purchase of three (3) Yamaha Kodiak 700 ATVs from Malcolm Smith Motorsports of Riverside, CA in an amount not to exceed \$28,919.88.
15. **County Counsel** - Request Board: A) receive the 2020 Conflict of Interest Code Biennial Reports from the Agriculture, Public Administration/Public Guardian, Public Works, and Risk Management departments; B) receive the 2020 Conflict of Interest Code Biennial Reports from the Lone Pine Community Services District and Southern Inyo Fire Protection District; and C) receive and approve the amended Conflict of Interest Code for the Public Works Department.
16. **Public Works** - Request Board: A) declare Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems of Bakersfield, CA the successful bidder for Compact

Radar Speed Trailers per Bid No. RD20-01; and B) authorize the purchase of four (4) 2020 Wanco Model WSDT3-S Compact Radar Speed Trailers from Statewide Safety Systems of Bakersfield, CA in an amount not to exceed \$31,593.21.

17. **Public Works** - Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for F350 Trucks per Bid No. RD20-05; and B) authorize the purchase of two (2) new 2021 Regular Cab Ford F350 Trucks and two (2) new 2021 SuperCab Ford F350 Trucks from Bishop Ford of Bishop, CA in an amount not to exceed \$140,713.34.
18. **Public Works** - Request Board: A) declare Silver State Barricade and Sign of Sparks, NV the successful bidder for Compact Light Towers per Bid No. RD20-06; and B) authorize the purchase of two (2) new 2020 Wanco Model WLTT-4MM6K Compact Diesel Light Towers from Silver State Barricade and Sign of Sparks, NV in an amount not to exceed \$22,024.54.
19. **Public Works** - Request Board: A) declare United Rentals of Ridgecrest, CA the successful bidder for Tow Brooms per Bid No. RD20-07; and B) authorize the purchase of two (2) new 2020 MB Model 53MH tow behind brooms from United Rentals of Ridgecrest, CA in an amount not to exceed \$57,236.80.
20. **Public Works** - Request Board: A) declare Environmental Concepts of Tehachapi, CA the successful bidder for Asphaltic Emulsion per Bid No. RD20-08; and B) authorize the purchase of twelve (12) 250 gallon capacity totes of SS-1H asphaltic emulsion from Environmental Concepts of Tehachapi, CA in an amount not to exceed \$21,108.75.
21. **Public Works** - Request Board:
 - A) approve the purchase agreement between the County of Inyo and the Indian Wells Water District, a public agency, of Ridgecrest, CA for the purchase of a highway easement deed in an amount not to exceed \$1,300, and authorize the Public Works Director to sign;
 - B) approve the purchase agreement between the County of Inyo and Jose M. Nunez and Maria G. Nunez for the purchase of a highway easement deed in an amount not to exceed \$1,000, and authorize the Public Works Director to sign;
 - C) approve Resolution No. 2020-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
 - D) approve Resolution No. 2020-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.

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

22. **Planning Department** - Request the Board receive a presentation and provide input to Death Valley National Park's Superintendent Mike Reynolds and Management Assistant Abby Wines on proposed projects at Stovepipe Wells, Emigrant Junction, Mosaic Canyon, Devils Cornfield, and Mesquite Flat Sand Dunes.

23. **Planning Department** - Request Board receive a presentation from staff regarding a grant proposal from the Nature Conservancy to purchase property in Chicago Valley; review draft comment letters; provide comments; and authorize the Chairperson to sign.
24. **Health & Human Services - Health/Prevention** - Request Board approve the Fiscal Year 2020-2021 ELC Cares Budget #610390 as follows: increase estimated revenue in Federal Other (Revenue Code 4552) by \$853,501 and increase appropriation in the following object codes (*4/5th vote required*):
- Salaried employees (Object Code 5001) by \$343,868;
 - Overtime (Object Code 5003) by \$10,000;
 - Standby time (Object Code 5004) by \$10,000;
 - Part time employees (Object Code 5012) by \$83,244;
 - Retirement and Social Security (Object Code 5021) by \$38,657;
 - PERS Retirement (Object Code 5022) by \$38,937;
 - Medical Insurance (Object Code 5031) by \$104,554;
 - Disability (Object code 5032) by \$4,903;
 - Cell Phones (Object Code 5122) by \$1,338;
 - Advertising (Object code 5263) by \$1,000;
 - Professional Services (Object Code 5265) by \$195,000;
 - General Operating (Object Code 5311) by \$4,000;
 - Internal Charges (Object Code 5121) by \$12,000; and
 - Office and Other Equipment (Object Code 5232) by \$6,000.
25. **Health & Human Services** - Request Board ratify and approve a contract with Mono County, in an amount not to exceed \$20,000, for Eastern Sierra Area Agency on Aging's Registered Dietitian (RD) to provide the mandated RD services for menu and nutrition services to Mono County seniors, and authorize the HHS/ESAAA Director to sign.
26. **Sheriff** - Request Board: A) amend the Fiscal Year 2020-2021 Jail CAD RMS Project Budget #022950 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$25,000 and increase appropriation in Special and Professional Services Object Code 5265 by \$25,000 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Fund #502709 as follows: increase appropriations Operating Transfer Out Object Code 5801 by \$25,000 (*4/5ths vote required*); and C) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of RIMS CIBRS Reporting and authorize the issuance of a purchase order in an amount not to exceed \$25,000, payable to Sun Ridge Systems, Inc. of El Dorado Hills, CA for RIMS CIBRS Reporting.
27. **Sheriff** - Request Board: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614.
28. **County Administrator - Emergency Services** - Request Board approve

Amendment No. 1 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective November 26, 2020, and authorize the County Administrator to sign.

29. **Clerk of the Board** - Request Board: A) confirm from among its members a delegate and alternate to the boards of directors for both the Rural County Representatives of California and the Golden State Finance Authority; and B) confirm a supervisor as delegate and a staff member as Inyo County's alternate to the Environmental Services Joint Powers Authority.

30. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of November 3, 2020.

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

31. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Lucy Vincent

SUBJECT: Request authorization to hire one part time (BPAR) Progress House Residential Caregiver in the HHS Behavioral Health Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) part-time (BPAR) Progress House Residential Caregiver exists in the Behavioral Health budgets (no County General Funds), as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) part-time (BPAR) Progress House Residential Caregiver at Range 53PT (\$17.10/hr. - \$20.82/hr.) per hour.

SUMMARY/JUSTIFICATION:

A part time Residential Caregiver position in the Behavioral Health Division is vacant as an employee has resigned from the position effective November 11, 2020. This position is one of six authorized Residential Caregiver positions and is supervised by the Progress House Manager. Residential Caregivers provide close supervision, medication assistance, linkages to the community, supportive counseling and crisis intervention for the residents. They also assist with daily living skills and provision of meals and housekeeping of the facility. The Caregivers additionally provide the first line of communication as part of the mental health on-call response. Caregivers are able to provide assistance to resolve approximately two thirds of the calls received without the need to move to the second level of on-call response, resulting in reduced costs. Residential Caregivers must be able to de-escalate crises and assess and communicate effectively around behavioral health and health issues with consumers, professionals and partners. The part-time, 30 hour per week position ensures that there is flexibility in staffing to allow for adequate coverage during staff vacations, sick time and vacancies as well as providing a greater capacity for overlap between staff when the facility is fully staffed.

The Department respectfully requests that your Board authorize the hiring of one part-time Residential Caregiver to fill the vacancy at Progress House.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to fill this vacancy. This would result in continued difficulty in meeting the higher acuity of the program and will result in continued overtime costs being incurred, and resulting personnel challenges.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Progress House is funded through our federal Block Grant and State MHSA funds specifically targeting this population. This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County general funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 11/3/2020
Melissa Best-Baker	Approved - 11/3/2020
Meaghan McCamman	Approved - 11/10/2020
Marilyn Mann	Approved - 11/12/2020
Darcy Ellis	Approved - 11/12/2020
Sue Dishion	Approved - 11/12/2020
Amy Shepherd	Approved - 11/12/2020
Marilyn Mann	Final Approval - 11/12/2020



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marilyn Mann

SUBJECT: Approve Case Investigator job description, authorize a change in authorized strength in Health and Human Services, and authorize the hiring of two B-Par term-limited Case Investigator contract positions.

RECOMMENDED ACTION:

Request Board, contingent upon the approval of the ELC Cares Grant budget:

A) approve the job description for Case Investigator;

B) change the Authorized Strength in the HHS Public Health and Prevention Division by adding two (2) bilingual term-limited B-PAR Case Investigator positions at Range 60 with an expiration date of March 31, 2022;

C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the positions it is unlikely they could be filled by internal candidates meeting the qualifications for the positions, so an open recruitment is more appropriate to ensure qualified applicants apply; and

D) approve the hiring of two (2) bilingual term-limited Case Investigator B-PAR contract positions at Range 60 (\$3,758 - \$4,564), for a period ending in March 31, 2022.

SUMMARY/JUSTIFICATION:

The Department received formal notification from the California Department of Public Health (CDPH) in August 2020 of a grant award of \$1,610,178 for COVID-19 ELC (Epidemiology Laboratory Capacity) Enhancing Detection Funding. The funding is intended to provide critical resources to local health departments to support a wide-range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. The funding expands on prior COVID-19 awards (ELC CARES and ELC Community-based Surveillance) and spans six different strategies to build upon current investments and to better address our response to COVID-19 over the next 24 months.

Inyo County is being allocated funding to address local needs in four of the six strategy areas, as two of the strategies are specific to counties that have public health laboratories. The Department has identified specific staffing and/or contracting options needed to meet the goals for each strategy. The following is a summary of the strategies and related activities and staffing needs outlined in the plan submitted to CDPH by the County of Inyo.

Strategy 1: Enhance Laboratory, Surveillance and Other Workforce Capacity (\$409,273.00)

Building the Department's workforce capacity to support the management of the COVID-19 related activities is critical. The pandemic has had a significant workload impact on our small Public Health office, which has been managing the ever-changing COVID-19 environment, while still working to meet competing needs of other public health programs in the division. Two primary staffing needs were identified under this strategy: a COVID-19 Program and Grant Manager and a COVID-19 Response Coordinator. The Program and Grant Manager position would be responsible for providing leadership, program and grant management of all aspects of our COVID-19 response including, but not limited to training and hiring staff to improve epidemiologic capacity; building our contact tracing capacity, especially to our Latinx community, which is disproportionately impacted by the disease; increasing the capacity for timely data management, analysis, and reporting; ensuring our preparedness to implement a COVID-19 vaccine plan; build expertise for healthcare and community outbreak response, including infection prevention and control; provide oversight to all COVID-19 staff functions; and other COVID-19 related duties

as identified.

The Department is also recommending that a COVID-19 Response Coordinator be hired as a term-limited contract employee. This position would provide clerical and programmatic support to the COVID-19 response team, as well as coordinate activities and assignments of case investigators and contact tracers, including providing supervision and guidance. The Department is recommending that both of these positions be hired as contract positions on a term-limited basis.

Strategy 2 and Strategy 3: No Funding

Strategy 4: Improve Public Health Surveillance and Reporting of Electronic Health Data (\$325,721.00)

Improving our local epidemiologic capacity to ensure effective surveillance; data reporting and analysis; and to lead local disease prevention and mitigation efforts is a key goal identified under this strategy. Milestones identified to meet this goal include:

- Contracting with an epidemiologist at 0.5 FTE
- Hiring the above referenced COVID-19 Program and Grant Manager to lead COVID-19 response efforts
- Purchasing and implementing a HIPAA compliant document sharing and messaging system, as well as a case management system that effectively interfaces with CalCONNECT, the State's contact tracing data management system.

Strategy 5: Use Laboratory Data to Enhance Investigation, Response and Prevention by Supporting California Connected, the State's comprehensive contact tracing program (\$470,923.00)

COVID-19 has not impacted all ethnic groups equally and part of this funding will be used to address health equity issues across the County. Statewide and locally, our Latinx community is disproportionately impacted by COVID-19. Improving our clinical capacity to provide more robust infection prevention outreach and education, as well as infection prevention technical assistance and oversight, particularly in high risk residential settings is critical. Additionally, ensuring robust contact tracing is occurring in order to promote containment is critical. It is important to coordinate these efforts with local tribal entities and health care providers. To address this strategy the Department proposes the following:

- Hiring two term-limited Infection Preventionists/Senior Infection Preventionists. One position would be designated to act primarily as an infection preventionist, working with our health care partners and local residential facilities to coordinate effective infection control and prevention efforts. The second position will be used to provide additional clinical support to the COVID-19 response effort by providing additional infection prevention expertise, supporting efforts to enhance our testing capacity, and assisting in vaccine distribution planning and implementation.
- Hiring two term-limited, part-time Bilingual Case Investigators to assist in the contact investigation and follow-up with isolated and quarantined individuals, including ensuring concrete support needs of these individuals are identified and addressed.
- Contracting with local tribal and/or other community-based organizations to provide concrete supports that may be needed by those who are isolated or quarantined.

Given the time limited nature of these positions, the Department requests that the positions be hired as term-limited contract employees.

Strategy 6: Coordinate and Engage with Partners including Skilled Nursing Facilities (\$404,261.00)

Coordination of our response efforts with local health care partners and residential facilities where our most vulnerable population resides will be supported, in part, by strengthening our staff resource capacity with the positions outlined in the previous strategies. Our primary goals in this strategy include enhancing our capacity for testing and infection control and prevention of COVID-19/SARS-CoV-2. In addition to strengthening our staff resource capacity, the Department proposes to :

- Contract with local community-based healthcare resources, including but not limited to hospitals, rural health centers, Indian health services, EMS (emergency medical services) agencies, pharmacies, and private providers to provide enhanced testing and/or vaccine services.
- Utilize the contracted, term-limited staff identified in Strategy 5 to provide robust infection prevention technical assistance; engaging with local, regional, and state public health partners to identify, implement and monitor strategies to mitigate COVID-19, particularly in residential living settings like our Skilled Nursing Facilities.
- Conduct outreach and education to enhance public information about disease prevention, including purchasing media spots in local and social media outlets.

The Department's Public Health division is responsible for not only our local response to the pandemic, but also for ongoing communicable disease surveillance and management, childhood immunization services, pregnancy testing and emergency contraception, flu vaccines, Tb testing, and other maternal and child health programming, as well as providing case management services for programs like California Children's Services and CARES HIV programming. The request for term-limited contract positions will allow for us to enhance our COVID-19 response through more robust and focused team efforts, as well as ensure the continuity of other critical public health services.

The Department respectfully requests your Board change Departments authorized strength as proposed, approve the proposed job description(s), and approve the hiring of the position(s) as term-limited, contract employee(s) contingent upon the approval of the ELC budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the proposed positions, resulting in the Department working with California Department of Health to identify alternatives to implement the ELC grant programming.

OTHER AGENCY INVOLVEMENT:

CDPH, local health care providers

FINANCING:

Federal funding. These expenses will be claimed out of the newly created budget ELC #2 (610390) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Case Investigator

APPROVALS:

Rhiannon Baker	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Marilyn Mann	Approved - 11/9/2020
Melissa Best-Baker	Approved - 11/9/2020
Sue Dishion	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Marilyn Mann	Final Approval - 11/10/2020



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

CASE INVESTIGATOR
Term-Limited Position Ending March 31, 2022

DEPARTMENT: Health and Human Services – Public Health Division
LOCATION: Countywide
SALARY: Range 60 \$3758 \$3941 \$4139 \$4350 \$4564**
The above monthly salary is paid over 26 pay periods annually.

DEFINITION: To provide COVID-19 case investigation and contact tracing services under general supervision. The Case Investigator will interface with Inyo County COVID-19 positive individuals to help them recall everyone with whom they have had close contact during the timeframe while they may have been infectious, then contact the individuals to let them know of their potential exposure. Case Investigators will ensure compliance with state and federal regulations and completes data reporting to state databases.

This is a remote, time-limited position that is expected to last until approximately March 31, 2022, with the possibility of being extended.

CURRENT POSITION:

Bilingual (Spanish/English) is a requirement for this Position.

ESSENTIAL JOB DUTIES:

Disease Investigation

- Communicate to community members infected with COVID-19 results and link those with symptoms to testing and care
- Provide information regarding treatment sources, necessary security requirements such as quarantine, and other procedures to reduce the spread or prevalence of the disease
- Provide consultation regarding symptoms, CDC recommendations and isolation requirements
- Conduct disease investigations, recommend containment or risk reduction measures
- Identify virus source and interview people with SARS CoV-2 infections and COVID-19 (i.e., disease) using motivational interviewing techniques. Identify who the infected individual has been in contact with in order to communicate potential exposure
- Make collateral contacts to obtain pertinent information concerning other individuals who may have been exposed or infected
- Communicate to contacts of their exposure, assessing their symptoms and risk and providing instructions for next steps. Provide contacts with information regarding disease prevention. If symptoms arise, advise to seek medical attention early
- Determine if the case is part of a larger group with a higher risk of transmission.
- Provide health education/risk reduction

Reporting

- Responsible for accurate, timely recordkeeping and following data entry protocols
- Gather and compile data in cooperation with various groups and agencies for use at national, State or local levels
- Identify and report trends identified through disease investigation
- Report outbreak clusters

Compliance

- Ensure state and federal compliance laws and regulations are met

Case Management

- Conducts ongoing client needs assessments and may verify needs by contacting other service providers
- Completes narrative reports regarding a client's condition and services provided and/or recommended
- Enters data regarding case and client information and contacts into automated system(s)
- Makes client referrals to County and/or community resources
- Draws from experience and uses independent judgment to answer questions and provide education relating to COVID-19 symptoms, testing, and isolation/ quarantine
- Maintains appropriate and timely records and documentation
- Maintains appropriate client service standards in compliance with federal, state, and local laws and regulations

EMPLOYMENT STANDARDS

Education/Experience:

Path 1 Two years of full-time experience performing paraprofessional or clerical duties **AND** the equivalent to completion of two years of college, including 15 semester or 22 quarter units in health care, social welfare, social/human service, psychology, sociology, or other social or behavioral science or related field. Applicants must submit their transcripts and/or detailed report of the units completed for relevant course work.

OR

Path 2 A Bachelor's Degree in a closely related field

OR

Path 3 Four years of full-time experience performing increasing responsible paraprofessional or clerical duties

¹*Paraprofessional is defined as a person trained to assist a professional (including but not limited to social workers, therapists, doctors, teachers, and lawyers), but is not licensed to independently practice in the profession.*

Knowledge of:

Appropriate professional interpersonal skills; correct English and Spanish usage, spelling, grammar, and punctuation; IBM-compatible computers and software; some Internet familiarity; use of media as a communication tool. Basic processes, systems, and regulations relevant to the division to which this position is assigned (Public Health); basic community resources useful to clients served; basic methods and attitudes involved in the care and support of the target client population; rapport building techniques; effective counseling and intervention techniques.

Ability to:

Entry/training level: Compose basic business letters and professional correspondence; provide professional telephone and in-person responses to members of the public; operate office equipment such as photocopy machine, facsimile machine, typewriter, computer; make public presentations occasionally; balance and prioritize multiple tasks at the same time; prepare accurate and timely reports; think quickly and respond appropriately to unexpected patient behavior; establish and maintain effective working relations with co-workers, outside organizations, and the public; perform detailed procedures with accuracy and efficiency, and maintain confidential information in accordance with legal standards and/or County regulations; report specific indications of need medical services; interview persons to obtain a variety of information applicable to the provision of health and human services; understand and accept differences in human behavior resulting from cultural, economic or other forms of deprivation; effectively instruct adults, including those with physical and mental disabilities, in isolation and quarantine requirements.

Typical Physical Requirements: While performing the essential functions of this job class, the employee is regularly required to: use hands and fingers to operate a variety of office equipment.

Typical Working Conditions:

Assigned work is performed remotely. Incumbent will have continuous contact with clients, County staff, management, general public and outside organizations/agencies.

SPECIAL REQUIREMENTS: May be required to work flexible hours including evenings and weekends on some occasions; must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency. Consistent attendance is an essential function of the position.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, skills examination, and oral interview.

APPLICATION: This recruitment will remain open until position has been filled. Applications **must be received** in the Inyo County Personnel Office, P.O. Box 249, Independence, CA 93526. Must apply on Inyo County application form. A cover

letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like “See/Refer to Resume” or “See Attached”.** Incomplete applications will not be processed.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and Death Valley area (Death Valley, Shoshone, and Tecopa). **All County positions are considered Countywide positions.** Positions may be temporarily or permanently reassigned to a work site based upon the needs of the County.

DRAFT



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marilyn Mann

SUBJECT: Approve job description for COVID-19 Program and Grant Manager, change the authorized strength in Health and Human Services, and authorize the hiring of a term-limited COVID-19 Program and Grant Manager contract position.

RECOMMENDED ACTION:

Request Board, contingent upon the approval of the ELC Cares Grant budget:

- A) approve the job description for the COVID-19 Program and Grant Manager, a time-limited position;
- B) change the authorized strength in the HHS Public Health and Prevention Division by adding one (1) time-limited, contracted COVID-19 Program Manager position at Range 78 with an expiration date of March 31, 2022;
- C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the position it is unlikely that it could be filled by an internal candidate meeting the qualifications for the position, so an open recruitment is more appropriate to ensure qualified applicants apply;
- D) approve the hiring of one (1) time-limited COVID-19 Program and Grant Manager position at Range 78 (\$5,741 - \$6,976), for a contract period ending March 31, 2022.

SUMMARY/JUSTIFICATION:

The Department received formal notification from the California Department of Public Health (CDPH) in August 2020 of a grant award of \$1,610,178 for COVID-19 ELC (Epidemiology Laboratory Capacity) Enhancing Detection Funding. The funding is intended to provide critical resources to local health departments to support a wide-range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. The funding expands on prior COVID-19 awards (ELC CARES and ELC Community-based Surveillance) and spans six different strategies to build upon current investments and to better address our response to COVID-19 over the next 24 months.

Inyo County is being allocated funding to address local needs in four of the six strategy areas, as two of the strategies are specific to counties that have public health laboratories. The Department has identified specific staffing and/or contracting options needed to meet the goals for each strategy. The following is a summary of the strategies and related activities and staffing needs outlined in the plan submitted to CDPH by the County of Inyo.

Strategy 1: Enhance Laboratory, Surveillance and Other Workforce Capacity (\$409,273.00)

Building the Department's workforce capacity to support the management of the COVID-19 related activities is critical. The pandemic has had a significant workload impact on our small Public Health office, which has been managing the ever-changing COVID-19 environment, while still working to meet competing needs of other public health programs in the division. Two primary staffing needs were identified under this strategy: a COVID-19 Program and Grant Manager and a COVID-19 Response Coordinator. The Program and Grant Manager position would be responsible for providing leadership, program and grant management of all aspects of our COVID-19 response including, but not limited to training and hiring staff to improve epidemiologic capacity; building our contact tracing capacity, especially to our Latinx community, which is disproportionately impacted by the disease; increasing the capacity for timely data management, analysis,

and reporting; ensuring our preparedness to implement a COVID-19 vaccine plan; build expertise for healthcare and community outbreak response, including infection prevention and control; provide oversight to all COVID-19 staff functions; and other COVID-19 related duties as identified.

The Department is also recommending that a COVID-19 Response Coordinator be hired as a term-limited contract employee. This position would provide clerical and programmatic support to the COVID-19 response team, as well as coordinate activities and assignments of case investigators and contact tracers, including providing supervision and guidance. The Department is recommending that both of these positions be hired as contract positions on a term-limited basis.

Strategy 2 and Strategy 3: No Funding

Strategy 4: Improve Public Health Surveillance and Reporting of Electronic Health Data (\$325,721.00)

Improving our local epidemiologic capacity to ensure effective surveillance; data reporting and analysis; and to lead local disease prevention and mitigation efforts is a key goal identified under this strategy. Milestones identified to meet this goal include:

- Contracting with an epidemiologist at 0.5 FTE
- Hiring the above referenced COVID-19 Program and Grant Manager to lead COVID-19 response efforts
- Purchasing and implementing a HIPAA compliant document sharing and messaging system, as well as a case management system that effectively interfaces with CalCONNECT, the State's contact tracing data management system.

Strategy 5: Use Laboratory Data to Enhance Investigation, Response and Prevention by Supporting California Connected, the State's comprehensive contact tracing program (\$470,923.00)

COVID-19 has not impacted all ethnic groups equally and part of this funding will be used to address health equity issues across the County. Statewide and locally, our Latinx community is disproportionately impacted by COVID-19. Improving our clinical capacity to provide more robust infection prevention outreach and education, as well as infection prevention technical assistance and oversight, particularly in high risk residential settings is critical. Additionally, ensuring robust contact tracing is occurring in order to promote containment is critical. It is important to coordinate these efforts with local tribal entities and health care providers. To address this strategy the Department proposes the following:

- Hiring two term-limited Infection Preventionists/Senior Infection Preventionists. One position would be designated to act primarily as an infection preventionist, working with our health care partners and local residential facilities to coordinate effective infection control and prevention efforts. The second position will be used to provide additional clinical support to the COVID-19 response effort by providing additional infection prevention expertise, supporting efforts to enhance our testing capacity, and assisting in vaccine distribution planning and implementation.
- Hiring two term-limited, part-time Bilingual Case Investigators to assist in the contact investigation and follow-up with isolated and quarantined individuals, including ensuring concrete support needs of these individuals are identified and addressed.
- Contracting with local tribal and/or other community-based organizations to provide concrete supports that may be needed by those who are isolated or quarantined.

Given the time limited nature of these positions, the Department requests that the positions be hired as term-limited contract employees.

Strategy 6: Coordinate and Engage with Partners including Skilled Nursing Facilities (\$404,261.00)

Coordination of our response efforts with local health care partners and residential facilities where our most vulnerable population resides will be supported, in part, by strengthening our staff resource capacity with the positions outlined in the previous strategies. Our primary goals in this strategy include enhancing our capacity for testing and infection control and prevention of COVID-19/SARS-CoV-2. In addition to strengthening our staff resource capacity, the Department proposes to :

- Contract with local community-based healthcare resources, including but not limited to hospitals, rural health centers, Indian health services, EMS (emergency medical services) agencies, pharmacies, and private providers to provide enhanced testing and/or vaccine services.
- Utilize the contracted, term-limited staff identified in Strategy 5 to provide robust infection prevention technical assistance; engaging with local, regional, and state public health partners to identify, implement and monitor strategies to mitigate COVID-19, particularly in residential living settings like our Skilled Nursing Facilities.
- Conduct outreach and education to enhance public information about disease prevention, including purchasing media spots in local and social media outlets.

The Department's Public Health division is responsible for not only our local response to the pandemic, but also for ongoing communicable disease surveillance and management, childhood immunization services, pregnancy testing and emergency contraception, flu vaccines, Tb testing, and other maternal and child health programming, as well as providing case management services for programs like California Children's Services and CARES HIV programming. The request for term-limited contract positions will allow for us to enhance our COVID-

19 response through more robust and focused team efforts, as well as ensure the continuity of other critical public health services. The Department respectfully requests your Board change Departments authorized strength as proposed, approve the proposed job description(s), and approve the hiring of the position(s) as term-limited, contract employee(s) contingent upon the approval of the ELC budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the proposed positions, resulting in the Department working with California Department of Health to identify alternatives to implement the ELC grant programming.

OTHER AGENCY INVOLVEMENT:

CDPH, local health care providers and other community partners

FINANCING:

Federal funding. These expenses will be claimed out of the newly created budget ELC #2 (610390) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Draft COVID-19 Program and Grant Manager

APPROVALS:

Rhiannon Baker	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Marilyn Mann	Approved - 11/9/2020
Melissa Best-Baker	Approved - 11/9/2020
Sue Dishion	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Marilyn Mann	Final Approval - 11/10/2020



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

COVID-19 PROGRAM GRANT MANAGER
Term-Limited Position Ending March 31, 2022

DEPARTMENT: Health and Human Services, Public Health & Prevention Division
LOCATION: County-wide
SALARY: Range 78
TERM:

****BENEFITS:**

DEFINITION: Under supervision of the Deputy Director of Public Health and Prevention, provide planning, administration, management oversight and supervision of Public Health projects and activities. Will develop and implement processes, work with program staff, and assist leadership with defining and prioritizing strategic projects related to COVID-19.

This position requires contract and project management, interpersonal, and communication skills. A successful candidate will need to feel comfortable working with a wide range of stakeholders within a complex system. The position analyzes low, moderate to high risk new or existing opportunities designated as part of their contract and grant portfolio. Contract and Grant activity may be non-routine and require development of specialized contract and grant vehicles and techniques to accomplish business goals and objectives. Under the leadership of Deputy Director of Public Health, client management will be at the forefront and will require but not be limited to training, supporting and directing project teams throughout the contract or grant lifecycle.

ESSENTIAL JOB DUTIES: Plans, directs, and administers the implementation and ongoing management of public health COVID-19 response and recovery activities, in the most cost-effective and services-oriented manner; facilitates and provides positive leadership to program, projects, multi-disciplinary team members and contractors. Directs, coordinates, and monitors the development of designated programs' work plans, priorities, and evaluation criteria; assigns work activities, projects, and teams; performs the most critical and sensitive professional representation, facilitation, and negotiation tasks; monitors and evaluates work in progress and at completion to ensure compliance with program and project criteria. Identifies programmatic goals, objectives, priorities, and activities to be accomplished consistent with the principle of public health, and in a Health and Human Services context; develops strategies for the successful achievement of those goals, objectives, and priorities; directs and coordinates the implementation of accepted strategies and plans. Identifies and develops new and/or modified programs that would promote and enhance public health response; initiates, oversees, and participates in the necessary research and analysis to justify the appropriateness of implementing the proposed program, project, intervention or policy. Assists in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions; reviews simple to complex solicitations and prepares with the assistance of project teams, specialized and/or non-routine response for proposals, bids, and contract or grant modifications; develops negotiation strategy to include the negotiation of terms and conditions of awards, establishing

compliance and evaluation criteria, and reporting requirements; analyzes contract or grant requirements, special provisions, terms and conditions to ensure compliance with appropriate laws, regulations, and county policies and procedures, oversee and monitor subcontracts and all deliverables.

Prepare notes, reports and other documents for monitoring and reporting activities as required. Other related duties may be assigned.

EMPLOYMENT STANDARDS

Education/Experience:

At least five (5) years of progressively responsible professional or clinical experience including at least three (3) years of administrative and management/supervisory responsibility. A bachelor's degree or higher with emphasis in public health, social science, and/or business/public administration or other applicable field is preferred.

Knowledge of: Program development, administration, and service delivery related to the program or programs in the area of responsibility; current management and leadership techniques, performance appraisal methods, and public administration; knowledge of planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to; knowledge of budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures; public and private community resources

Ability to: Engage in outreach and information activities to identify and secure funding for projects and programs; provide effective leadership and supervision; act as a liaison between staff and administration; communicate effectively in written and oral forms; establish and maintain cooperative working relationships with multi-system partners and as part of the multidisciplinary team; manage multiple tasks and respond appropriately to crisis situations; utilize supervision effectively and ensure communication up and down the supervision chain. Work with various cultural and ethnic groups in a tactful and effective manner.



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marilyn Mann

SUBJECT: Approve the job descriptions for an Infection Preventionist and Senior Infection Preventionist, change the authorized strength in Health and Human Services, and authorize the hiring of two term-limited Infection Preventionist or Senior Preventionist contract positions.

RECOMMENDED ACTION:

Request Board, contingent upon the approval of the ELC Cares Grant budget:

- A) approve job descriptions for an Infection Preventionist and a Senior Infection Preventionist;
- B) change the authorized strength in the HHS Public Health and Prevention Division by adding two (2) term-limited contracted Infection Preventionist positions at Range 78 or Senior Infection Preventionist positions at Range 80 with an expiration date of March 31, 2022;
- C) consistent with the adopted Authorized Positive Review policy, find that due to the time-limited nature of the positions it is unlikely they could be filled by internal candidates meeting the qualifications for the positions, so an open recruitment is more appropriate to ensure qualified applicants apply;
- D) approve the hiring of two (2) term-limited Infection Preventionist positions at Range 78 (\$5,741 - \$6,976) or two (2) term-limited Senior Infection Preventionist positions at Range 80 (\$6,018 - \$7,320), for a contract period ending March 31, 2022.

SUMMARY/JUSTIFICATION:

The Department received formal notification from the California Department of Public Health (CDPH) in August 2020 of a grant award of \$1,610,178 for COVID-19 ELC (Epidemiology Laboratory Capacity) Enhancing Detection Funding. The funding is intended to provide critical resources to local health departments to support a wide-range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. The funding expands on prior COVID-19 awards (ELC CARES and ELC Community-based Surveillance) and spans six different strategies to build upon current investments and to better address our response to COVID-19 over the next 24 months.

Inyo County is being allocated funding to address local needs in four of the six strategy areas, as two of the strategies are specific to counties that have public health laboratories. The Department has identified specific staffing and/or contracting options needed to meet the goals for each strategy. The following is a summary of the strategies and related activities and staffing needs outlined in the plan submitted to CDPH by the County of Inyo.

Strategy 1: Enhance Laboratory, Surveillance and Other Workforce Capacity (\$409,273.00)

Building the Department's workforce capacity to support the management of the COVID-19 related activities is critical. The pandemic has had a significant workload impact on our small Public Health office, which has been managing the ever-changing COVID-19 environment, while still working to meet competing needs of other public health programs in the division. Two primary staffing needs were identified under this strategy: a COVID-19 Program and Grant Manager and a COVID-19 Response Coordinator. The Program and Grant Manager position would be responsible for providing leadership, program and grant management of all aspects of our COVID-19 response

including, but not limited to training and hiring staff to improve epidemiologic capacity; building our contact tracing capacity, especially to our Latinx community, which is disproportionately impacted by the disease; increasing the capacity for timely data management, analysis, and reporting; ensuring our preparedness to implement a COVID-19 vaccine plan; build expertise for healthcare and community outbreak response, including infection prevention and control; provide oversight to all COVID-19 staff functions; and other COVID-19 related duties as identified.

The Department is also recommending that a COVID-19 Response Coordinator be hired as a term-limited contract employee. This position would provide clerical and programmatic support to the COVID-19 response team, as well as coordinate activities and assignments of case investigators and contact tracers, including providing supervision and guidance. The Department is recommending that both of these positions be hired as contract positions on a term-limited basis.

Strategy 2 and Strategy 3: No Funding

Strategy 4: Improve Public Health Surveillance and Reporting of Electronic Health Data (\$325,721.00)

Improving our local epidemiologic capacity to ensure effective surveillance; data reporting and analysis; and to lead local disease prevention and mitigation efforts is a key goal identified under this strategy. Milestones identified to meet this goal include:

- Contracting with an epidemiologist at 0.5 FTE
- Hiring the above referenced COVID-19 Program and Grant Manager to lead COVID-19 response efforts
- Purchasing and implementing a HIPAA compliant document sharing and messaging system, as well as a case management system that effectively interfaces with CalCONNECT, the State's contact tracing data management system.

Strategy 5: Use Laboratory Data to Enhance Investigation, Response and Prevention by Supporting California Connected, the State's comprehensive contact tracing program (\$470,923.00)

COVID-19 has not impacted all ethnic groups equally and part of this funding will be used to address health equity issues across the County. Statewide and locally, our Latinx community is disproportionately impacted by COVID-19. Improving our clinical capacity to provide more robust infection prevention outreach and education, as well as infection prevention technical assistance and oversight, particularly in high risk residential settings is critical. Additionally, ensuring robust contact tracing is occurring in order to promote containment is critical. It is important to coordinate these efforts with local tribal entities and health care providers. To address this strategy the Department proposes the following:

- Hiring two term-limited Infection Preventionists/Senior Infection Preventionists. One position would be designated to act primarily as an infection preventionist, working with our health care partners and local residential facilities to coordinate effective infection control and prevention efforts. The second position will be used to provide additional clinical support to the COVID-19 response effort by providing additional infection prevention expertise, supporting efforts to enhance our testing capacity, and assisting in vaccine distribution planning and implementation.
- Hiring two term-limited, part-time Bilingual Case Investigators to assist in the contact investigation and follow-up with isolated and quarantined individuals, including ensuring concrete support needs of these individuals are identified and addressed.
- Contracting with local tribal and/or other community-based organizations to provide concrete supports that may be needed by those who are isolated or quarantined.

Given the time limited nature of these positions, the Department requests that the positions be hired as term-limited contract employees.

Strategy 6: Coordinate and Engage with Partners including Skilled Nursing Facilities (\$404,261.00)

Coordination of our response efforts with local health care partners and residential facilities where our most vulnerable population resides will be supported, in part, by strengthening our staff resource capacity with the positions outlined in the previous strategies. Our primary goals in this strategy include enhancing our capacity for testing and infection control and prevention of COVID-19/SARS-CoV-2. In addition to strengthening our staff resource capacity, the Department proposes to :

- Contract with local community-based healthcare resources, including but not limited to hospitals, rural health centers, Indian health services, EMS (emergency medical services) agencies, pharmacies, and private providers to provide enhanced testing and/or vaccine services.
- Utilize the contracted, term-limited staff identified in Strategy 5 to provide robust infection prevention technical assistance; engaging with local, regional, and state public health partners to identify, implement and monitor strategies to mitigate COVID-19, particularly in residential living settings like our Skilled Nursing Facilities.
- Conduct outreach and education to enhance public information about disease prevention, including purchasing media spots in local and social media outlets.

The Department's Public Health division is responsible for not only our local response to the pandemic, but also for ongoing communicable disease surveillance and management, childhood immunization services, pregnancy testing and emergency contraception, flu vaccines, Tb testing, and other maternal and child health programming, as well as providing case management services for programs like California Children's Services and CARES HIV programming. The request for term-limited contract positions will allow for us to enhance our COVID-19 response through more robust and focused team efforts, as well as ensure the continuity of other critical public health services.

The Department respectfully requests your Board change Departments authorized strength as proposed, approve the proposed job description(s), and approve the hiring of the position(s) as term-limited, contract employee(s) contingent upon the approval of the ELC

budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the proposed positions, resulting in the Department working with California Department of Health to identify alternatives to implement the ELC grant programming.

OTHER AGENCY INVOLVEMENT:

CDBH, local health care providers and community partners

FINANCING:

Federal funding. These expenses will be claimed out of the newly created budget ELC #2 (610390) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Infection Preventionist

APPROVALS:

Rhiannon Baker	Created/Initiated - 11/9/2020
Darcy Ellis	Approved - 11/9/2020
Marilyn Mann	Approved - 11/9/2020
Melissa Best-Baker	Approved - 11/9/2020
Sue Dishion	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Marilyn Mann	Final Approval - 11/10/2020

INYO COUNTY
PERSONNEL SERVICES
P. O. Box 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

**INFECTION PREVENTIONIST/SENIOR INFECTION
PREVENTIONIST**

Term-Limited Position Ending March 31, 2022

Application Deadline: OPEN UNTIL FILLED

DEPARTMENT: Health & Human Services
LOCATION: Independence, CA
SALARY: Infection Preventionist Range 78 \$5628 \$5904 \$6204 \$6514 \$6839
Senior Infection Preventionist Range 80 \$5900 \$6199 \$6512 \$6834 \$7176
(The above monthly salaries are paid over 26 annual pay periods.)

****BENEFIT.:** CalPERS Retirement System : Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) - Inyo County pays employee contribution for current CalPERS members; New CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay employee portion of retirement. Medical Plan - Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation - 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave- 15 days per year. Flex (personal days)- 5 days per fiscal year. Paid holidays - 11 per year.

DEFINITION: An Infection Preventionist is responsible for the effective direction, management, and operation of the infection prevention program, including the education of staff members and independent practitioners, and consulting with the state department of health. The IP utilizes evidence-based practices such as those published by the Centers for Disease Control and Prevention (CDC). Additionally, the IP ensures compliance with regulations and requirements from the Centers for Medicare and Medicaid Services (CMS), The Joint Commission (TJC), other accrediting healthcare organizations, and state regulations. This individual is accountable for decreasing the incidence and transmission of infectious diseases throughout the community.

A Senior Infection Preventionist brings additional public health knowledge and experience to the position with licensure as a public health nurse.

ESSENTIAL JOB DUTIES: Partners with the Deputy Director of Public Health and Inyo County Public Health to develop, implement and evaluate annual infection prevention goals and action plan; partners with facility leaders, physicians, local, state, and national agencies on activities related to infection prevention; accountable for surveillance and investigations of healthcare acquired and community acquired infections; reviews relevant public health issues to integrate into practice and implements infection prevention education programs; systematically collects and analyzes healthcare-associated infection data using epidemiological principles and statistical methods to identify trends and risk factors; measures progress and sustainability of prevention efforts over time; maintains a system for reporting possible incidents of communicable diseases to local, state, or national agencies as required, maintain current knowledge of federal, state, and local regulations and ensure that the healthcare leaders are informed of appropriate issues; understand and comply with infection control, safety, and OSHA procedures and regulations

KNOWLEDGE OF: Microbiology, epidemiology, infectious diseases, sterilization and disinfection, medication, vaccine and antibiotic usage, statistics, and regulatory requirements. Possess strong skills in the areas of consultation, teaching, data analysis & interpretation, and project management

DRAFT

EMPLOYMENT STANDARDS:

Infection Preventionist: Must possess a current California Registered Nurse License with a broad level of experience including critical care, emergency medicine, and medical/surgical nursing.

Senior Infection Preventionist: Must possess a current California Registered Nurse License with a Bachelor's Degree in an applied clinical science (Nursing, Medical Technology, Microbiology, Public Health).

DRAFT



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marilyn Mann

SUBJECT: Approve the job description for a COVID-19 Response Coordinator, change the authorized strength in Health and Human Services, and authorize the hiring of a term-limited COVID-19 Response Coordinator contract position.

RECOMMENDED ACTION:

Request Board, contingent upon the approval of the ELC Cares Grant budget:

- A) approve the job description for the COVID-19 Response Coordinator, a term-limited position;
- B) change the authorized strength in the HHS Public Health and Prevention Division by adding one (1) time-limited, COVID-19 Response Coordinator position at Range 63 with an expiration date of March 31, 2022;
- C) consistent with the adopted Authorized Position Review Policy, find that due to the time-limited nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications for the position, so an open recruitment is more appropriate to ensure qualified applicants apply;
- D) approve the hiring of one (1) time limited COVID-19 Response Coordinator position at Range 63 (\$4,023 - \$4,895), for a contract period ending March 31, 2022.

SUMMARY/JUSTIFICATION:

The Department received formal notification from the California Department of Public Health (CDPH) in August 2020 of a grant award of \$1,610,178 for COVID-19 ELC (Epidemiology Laboratory Capacity) Enhancing Detection Funding. The funding is intended to provide critical resources to local health departments to support a wide-range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. The funding expands on prior COVID-19 awards (ELC CARES and ELC Community-based Surveillance) and spans six different strategies to build upon current investments and to better address our response to COVID-19 over the next 24 months.

Inyo County is being allocated funding to address local needs in four of the six strategy areas, as two of the strategies are specific to counties that have public health laboratories. The Department has identified specific staffing and/or contracting options needed to meet the goals for each strategy. The following is a summary of the strategies and related activities and staffing needs outlined in the plan submitted to CDPH by the County of Inyo.

Strategy 1: Enhance Laboratory, Surveillance and Other Workforce Capacity (\$409,273.00)

Building the Department's workforce capacity to support the management of the COVID-19 related activities is critical. The pandemic has had a significant workload impact on our small Public Health office, which has been

managing the ever-changing COVID-19 environment, while still working to meet competing needs of other public health programs in the division. Two primary staffing needs were identified under this strategy: a COVID-19 Program and Grant Manager and a COVID-19 Response Coordinator. The Program and Grant Manager position would be responsible for providing leadership, program and grant management of all aspects of our COVID-19 response including, but not limited to training and hiring staff to improve epidemiologic capacity; building our contact tracing capacity, especially to our Latinx community, which is disproportionately impacted by the disease; increasing the capacity for timely data management, analysis, and reporting; ensuring our preparedness to implement a COVID-19 vaccine plan; build expertise for healthcare and community outbreak response, including infection prevention and control; provide oversight to all COVID-19 staff functions; and other COVID-19 related duties as identified.

The Department is also recommending that a COVID-19 Response Coordinator be hired as a term-limited contract employee. This position would provide clerical and programmatic support to the COVID-19 response team, as well as coordinate activities and assignments of case investigators and contact tracers, including providing supervision and guidance. The Department is recommending that both of these positions be hired as contract positions on a term-limited basis.

Strategy 2 and Strategy 3: No Funding

Strategy 4: Improve Public Health Surveillance and Reporting of Electronic Health Data (\$325,721.00)

Improving our local epidemiologic capacity to ensure effective surveillance; data reporting and analysis; and to lead local disease prevention and mitigation efforts is a key goal identified under this strategy. Milestones identified to meet this goal include:

- Contracting with an epidemiologist at 0.5 FTE
- Hiring the above referenced COVID-19 Program and Grant Manager to lead COVID-19 response efforts
- Purchasing and implementing a HIPAA compliant document sharing and messaging system, as well as a case management system that effectively interfaces with CalCONNECT, the State's contact tracing data management system.

Strategy 5: Use Laboratory Data to Enhance Investigation, Response and Prevention by Supporting California Connected, the State's comprehensive contact tracing program (\$470,923.00)

COVID-19 has not impacted all ethnic groups equally and part of this funding will be used to address health equity issues across the County. Statewide and locally, our Latinx community is disproportionately impacted by COVID-19. Improving our clinical capacity to provide more robust infection prevention outreach and education, as well as infection prevention technical assistance and oversight, particularly in high risk residential settings is critical. Additionally, ensuring robust contact tracing is occurring in order to promote containment is critical. It is important to coordinate these efforts with local tribal entities and health care providers. To address this strategy the Department proposes the following:

- Hiring two term-limited Infection Preventionists/Senior Infection Preventionists. One position would be designated to act primarily as an infection preventionist, working with our health care partners and local residential facilities to coordinate effective infection control and prevention efforts. The second position will be used to provide additional clinical support to the COVID-19 response effort by providing additional infection prevention expertise, supporting efforts to enhance our testing capacity, and assisting in vaccine distribution planning and implementation.
- Hiring two term-limited, part-time Bilingual Case Investigators to assist in the contact investigation and follow-up with isolated and quarantined individuals, including ensuring concrete support needs of these individuals are identified and addressed.
- Contracting with local tribal and/or other community-based organizations to provide concrete supports that may be needed by those who are isolated or quarantined.

Given the time limited nature of these positions, the Department requests that the positions be hired as term-limited contract employees.

Strategy 6: Coordinate and Engage with Partners including Skilled Nursing Facilities (\$404,261.00)

Coordination of our response efforts with local health care partners and residential facilities where our most vulnerable population resides will be supported, in part, by strengthening our staff resource capacity with the positions outlined in the previous strategies. Our primary goals in this strategy include enhancing our capacity for testing and infection control and prevention of COVID-19/SARS-CoV-2. In addition to strengthening our staff resource capacity, the Department proposes to :

- Contract with local community-based healthcare resources, including but not limited to hospitals, rural health centers, Indian health services, EMS (emergency medical services) agencies, pharmacies, and private providers to provide enhanced testing and/or vaccine services.
- Utilize the contracted, term-limited staff identified in Strategy 5 to provide robust infection prevention technical assistance; engaging with local, regional, and state public health partners to identify, implement and monitor strategies to mitigate COVID-19, particularly in residential living settings like our Skilled Nursing Facilities.
- Conduct outreach and education to enhance public information about disease prevention, including purchasing media spots in local and social media outlets.

The Department's Public Health division is responsible for not only our local response to the pandemic, but also for ongoing communicable disease surveillance and management, childhood immunization services, pregnancy testing and emergency contraception, flu vaccines, Tb testing, and other maternal and child health programming, as well as providing case management services for programs like California Children's Services and CARES HIV programming. The request for term-limited contract positions will allow for us to enhance our COVID-19 response through more robust and focused team efforts, as well as ensure the continuity of other critical public health services.

The Department respectfully requests your Board change Departments authorized strength as proposed, approve the proposed job description(s), and approve the hiring of the position(s) as term-limited, contract employee(s) contingent upon the approval of the ELC budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the proposed positions, resulting in the Department working with California Department of Health to identify alternatives to implement the ELC grant programming.

OTHER AGENCY INVOLVEMENT:

CDPH, local health providers and community partners

FINANCING:

Federal funding. These expenses will be claimed out of the newly created budget ELC #2 (610390) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Draft COVID-19 Response Coordinator

APPROVALS:

Rhiannon Baker
Darcy Ellis
Marilyn Mann

Created/Initiated - 11/3/2020
Approved - 11/3/2020
Approved - 11/9/2020

Melissa Best-Baker
Sue Dishion
Amy Shepherd
Marilyn Mann

Approved - 11/9/2020
Approved - 11/10/2020
Approved - 11/10/2020
Final Approval - 11/10/2020



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A **CLOSED COUNTYWIDE RECRUITMENT** FOR:

COVID-19 RESPONSE COORDINATOR
Term-Limited Position Ending March 31, 2022

DEPARTMENT: Health & Human Services – Fiscal
LOCATION: Countywide
SALARY: COVID-19 Response Assistant: Range 63
(The above monthly salary is paid over 26 pay periods annually.)

DISTINGUISHING CHARACTERISTICS

COVID-19 Response Assistant has strong interpersonal skills and can work well independently and as a part of a team. They adapt quickly to new technologies and systems and is flexible towards changes in processes and instructions. They can prioritize tasks and manage stress in a fast-paced environment. They possess a strong attention to detail and excellent time-management skills. These candidates are confident in asking questions and taking initiative to solve problems.

Employees at this level are expected to be fully qualified and able to perform difficult and responsible office support work within the framework of established work methods and procedures and to use independent judgment in selecting and applying specific references, procedures, sequences and alternatives to different work situations.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

- Receives and responds to COVID-19 related phone calls, voice mail messages, and emails
- Prepares and distributes daily and weekly reports, maintaining time and attendance records, establishes and maintains logs and files
- Prepares, updates, and maintains computerized spreadsheets and databases on a personal computer for tracking, investigation, and statistical recordkeeping purposes; prepares and completes periodic and requested reports summarizing a variety of information and COVID-19 records.
- Develops, implements, and oversees procedures, work processes, and tracking/documentation systems to support assigned administrative responsibilities; designs appropriate worksheets, computerized and hard copy filing systems, verification and double-checking tools and mechanisms, and other processes.
- Researches, interprets and/or applies various guidelines related to COVID-19 response and administrative support functions.
- Receives, compiles, verifies, and inputs a variety of data/documentation into appropriate spreadsheets, databases, and information systems; reconfigures data for reporting and statistical purposes.
- Receives and processes documents from the public, other agencies, and other County departments relative to and in accordance with protocols of assigned program/operation, division, or department.
- Interfaces with and monitors contracts with County departments/vendors as assigned.
- Receives/screens department mail and manages correspondence and administrative work flow in the department manager's office while ensuring deadlines are met.
- Performs a variety of clerical and specialized duties in support of assigned work unit as necessary and upon request; performs related duties as assigned.
- Coordinates and schedules fixed site and mobile clinics
- May supervise clerical or paraprofessional staff, such as contact tracing team.

EMPLOYMENT STANDARDS:

Knowledge of:

- The application and operation of common word processing and spreadsheet software used on personal computers.
- Standard and accepted office procedures, practices, systems and equipment as applied to accounting and financial recordkeeping operations.
- Standard and accepted English usage, spelling, grammar, and punctuation.
- Standard and accepted record keeping systems and filing processes of assigned work unit.
- Standard and accepted statistical and mathematical calculations.
- Personal computer and office equipment necessary for successful job performance.
- Business letter and report writing.
- Standard and accepted administrative practices in governmental agencies.
- Standard and accepted personnel management practices.

Skill to:

- Analyze assignments received, differentiate between two or three sets of information, identify and interpret general department information, know, observe, problem solve, remember, understand, explain, and count.
- Learn, interpret, and apply relevant laws, codes, guidelines, and regulations affecting assigned areas of responsibility in response to COVID-19
- Understand and carry out both oral and written directions in an independent manner.
- Learn the organization and operations of the County, assigned work unit, and of outside agencies as necessary to assume assigned responsibilities.
- Organize duties and determine priorities in order to meet assigned deadlines for self and others.
- Interpret, explain and apply operating policies, rules and procedures related to assigned functions.
- Compile and maintain extensive records and files.
- Word process/type at a speed necessary for successful job performance.
- Operate and utilize a variety of office equipment including computer hardware and software as assigned.
- Analyze situations carefully and adopt effective courses of action.
- Recognize issues of a confidential nature and handle appropriately.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Communicate clearly, concisely, and tactfully in both oral and written forms.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Minimum Qualifications:

High school graduate or equivalent with three years of full-time experience performing significant and progressively responsible office clerical duties that has included providing direct support to management level staff



County of Inyo



Agricultural Commissioner - ESWMA

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Nathan Reade

SUBJECT: Eastern Sierra Weed Management Area (ESWMA) Approval of BID NO. 2020-04 for three (3) All-Terrain Vehicles (ATV) for FY 2020/2021

RECOMMENDED ACTION:

Request Board: A) declare Malcolm Smith Motorsports of Riverside, CA the successful bidder for three Yamaha Kodiak 700 ATVs per Bid No. 2020-04; and B) authorize the purchase of three (3) Yamaha Kodiak 700 ATVs from Malcolm Smith Motorsports of Riverside, CA in an amount not to exceed \$28,919.88.

SUMMARY/JUSTIFICATION:

If approved the purchase of the three (3) Yamaha Kodiak 700 ATVs from Malcolm Smith Motorsports of Riverside, Ca will be replacing three (3) ATVs per the ESWMA's policy of cyclically replacing ATVs for fleet reliability and maintenance cost deferment. ESWMA received the following bids:

- Malcolm Smith Motorsports, Riverside CA: \$28,919.88 (corrected amount)

The Bid (No. 2020-04) submitted by Malcolm Smith Motorsports, Riverside CA incorrectly states that they will provide two (2) ATVs at \$9,639.96 per ATV for a total of \$19,279.92. Malcolm Smith Motorsports, Riverside CA has amended this in a letter (see supporting documentation) stating that they will provide three (3) ATVs at \$9,639.96 for a total of \$28,919.88.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Eastern Sierra Weed Management Area (ESWMA) uses ATVs to access, monitor, and treat difficult to access noxious weed sites. ATV's are used in place of the use of manual backpack sprayers in areas where backpack sprayers are not practical. ESWMA's policy is to cyclically replace older ATVs to ensure fleet reliability and minimize maintenance costs as funds allow.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this request, possibly limiting the scope of weed abatement treatment and preventing ESWMA from fulfilling contracts with State and local/other agencies. This alternative would limit the scope of noxious weed abatement treatments, allowing for an increase in noxious weed populations in Inyo and Mono Counties, and potentially preclude this program from fulfilling commitments to current grant funding requirements and contracted work for other agencies.

OTHER AGENCY INVOLVEMENT:

none

FINANCING:

ESWMA, budget Unit 621300, is a non-general fund department. Funds for this program are provided through various agreements and contracts. Adequate funds in ESWMA budget unit 621300, expense object code 5650 have been allocated in the department's requested FY 20/21 budget for this request.

ATTACHMENTS:

1. ATV Bid
2. Malcolm Smith Motor Sports Correction Letter

APPROVALS:

Alexandra Barbella	Created/Initiated - 11/4/2020
Darcy Ellis	Approved - 11/6/2020
Nathan Reade	Approved - 11/9/2020
Alexandra Barbella	Approved - 11/9/2020
Marshall Rudolph	Approved - 11/9/2020
Amy Shepherd	Approved - 11/9/2020
Nathan Reade	Final Approval - 11/10/2020



INYO COUNTY PURCHASING
P.O. DRAWER N
INDEPENDENCE, CA 93526
(760) 878-0293

October 28, 2020

Akexandra Barbella
Inyo County ESWMA

Alexandra,

Enclosed is one (1) proposal received for bid 2020-04 ATV Units for your review and evaluation. As you are aware, each bid will need to be evaluated with scrutiny. Product, customer service, installation, warranty, availability/delivery, experience & reputation as well as cost, are all factors to be considered before making the final determination of who will be awarded a bid. Once you have determined the chosen vendor, you will need to prepare an Agenda Request to place before the Board of Supervisors for approval (for purchases greater than \$10,000). It is my understanding that due to COVID there are very few units available until after the first of the year. If you did not receive the response or price range you had hoped in this bid process, you may choose to re-bid after the first of the year. Please feel free to contact the vendors should you have any questions in regards to their proposals.

Thank you.

A handwritten signature in blue ink, appearing to read "E Bills".

Emma Bills, Assistant Purchasing Agent

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020-04

Bid Opening Date: 10/28/20 Location: County Admin Center

BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1. Malcolm Smith Motor Sports	\$19,279.92					
2.						
3.						
8.						
9.						
10.						

Brian Anderson
SALES MANAGER
banderson@malcolmsmith.com
951-687-1300
#choosethelegend
@malcolmsmithmotorsports
Malcolm Smith
MOTORSPORTS
7599 Indiana Ave • Riverside, CA 92504 • www.malcolmsmith.com

Opened By: Darcy Ellis

Present: Emma Bills



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

ESWMA
218 Wye Road
BISHOP, CA 93514

RETURN BIDS TO:

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

BID OPENING: DATE: WEDNESDAY, OCTOBER 28, 2020 TIME: 3:30 PM (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

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

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

For questions regarding specifications, please contact Alexandra Barbella, Project Coordinator at (760) 873-3578.

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

DATED AT 7599 INDIANA AVE RIVERSIDE CA
(CITY & STATE)

10 / 13 2020

CASH DISCOUNT TERMS _____

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

NAME OF COMPANY MALCOLM SMITH MOTORSPORTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) BRIAN ANDERSON

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 7599 INDIANA AVE

CITY AND STATE RIVERSIDE CA 92504

PHONE NUMBER 951 687-1300

FAX NUMBER _____

Three (3) ATV units with the following specifications;

ENGINE

Engine Type: 4-Stroke Twin Cylinder
Displacement: At least 686cc
Fuel System: Electronic Fuel Injection
Cooling: Liquid

DRIVETRAIN

Transmission/Final Drive : Automatic CVT H/L/N/R/P; Shaft
Drive System: On-Demand True AWD/2WD

SUSPENSION

Front Suspension: At least Double Wishbone 7" Travel
Rear Suspension: At least Double Wishbone, 9" Travel

BRAKES

Front/Rear Brakes: Dual hydraulic disc (front)/ multi-disk wet brake (back)

TIRES/WHEELS

Front Tires / Model: 25 x 8-12
Rear Tires / Model: 25 x 10-12
Wheels: Stock

DIMENSIONS

Wheelbase: About 49" (124.46 cm)
Dry Weight: Not to exceed 659 lbs
Ground Clearance: At least 10" - 12"

CAPACITIES

Fuel Capacity: 4-8 gal
Rack Capacity: At least 110 lb (front) / 198 lb (rear)
Hitch Towing Rating: At least 1,322 lb
Hitch/Type: Standard/2" Receiver

FEATURES

Skid Plates: Front/Rear A-Arm Skid Plates, Frame Skid Plate
Capacity: Rack Extensions Front and Rear
Lighting: Standard
Steering: Standard non-power steering
Instrumentation: default
Other: Heavy Duty Rear Grab Bar

BIDDER SHALL INCLUDE COMPLETE FACTORY SPECIFICATIONS OF ITEM BID

New Product only – No refurbished models will be accepted

Subtotal	_____
Sales Tax (7.75%)	_____
Shipping Charge	_____
Total	<u>19,279⁰⁰</u>

Indicate any exception to the bid:

Bid prices will remain valid and in effect through 11/23/2020

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



This bid was received on Oct. 19, 2020
11:38 a.m.
ATTEST: Clint Qulter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

Malcolm Smith Motorsports

7599 Indiana Ave
Riverside CA 92504
951 687 1300

Inyo County

Buyer's Order

Date 10/13/2020

224 N Edwards St
Independence CA 93526
H W

Order No.
Salesman Brian Anderson

C 760-878-0293

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Dealer Retail Price
New	2021	YAMAHA	KODIAK 700	XXXXXXXXXXXXXXXXXX	Y123456	\$7,299.00

Options:

Manufacturer Base Price	\$7,299.00
Manufacturer Options (M)	\$0.00
Manufacturer Sugg Ret Price	\$7,299.00
Dealer Retail Price	\$7,299.00
	\$0.00

Customer Price	\$7,299.00
Freight	\$682.00
Dealer Added Options (D)	\$0.00
Customer Added Options	\$0.00
Dealer Prep / Rigging Fee	\$798.00

Unit Subtotal	\$8,779.00
Registration Fee	\$33.00
(not used)	\$0.00
California Tire Fee	\$7.00
(not used)	\$0.00
Bank Fee	\$0.00
Credit Card Fees	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00
Tire and Wheel	\$0.00
Pre-Paid Maintenance	\$0.00
Electronic Veh Reg	\$30.00
Vch Elec Doc Fee Cos	\$0.00
GAP	\$0.00
GPS Theft Deterrent	\$0.00
Battery	\$0.00
Title/License/Registration Fees	\$19.00
Document or Administration Fees	\$85.00
Sales Tax	\$686.96

Cash Price	\$9,639.96
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$9,639.96
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Sub Total (Net Sale + Other Charges)	\$9,639.96
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$9,639.96

Notes:

* PRICE INCLUDES DELIVERY TO INDEPENDENCE CA

** PRICE IS FOR EACH VEHICLE

Trade Information

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.
*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Thank You for You Business!

Kodiak 700

TOP FEATURES



Tactical Green
\$7,299 MSRP* \$425 Destination Charge*



Ridge Red
\$7,299 MSRP* \$425 Destination Charge*



Fall Beige with Realtree Edge
\$7,599 MSRP* \$425 Destination Charge*

1. Big Bore Engine Built to Tackle the Real World
Combining big bore power without losing an ounce of comfort, the Kodiak® 700 focuses on midrange power with gearing that is designed for low rpm cruising and a smooth-running motor mounts, all thanks to its 700-class engine.

2. High-Performance Ultramatic® Transmission
Yamaha's class-leading transmission combines immediate response with advanced features like natural, all-wheel engine braking for control on confidence. And, of course, the Ultramatic® is proven to be the most durable ATV transmission on the market.

3. Trail-Ready Chassis
With plenty of ground clearance, the Kodiak 700 tackles rough terrain with ease. Wide-arc A-arms and full-body skid plates ensure the Kodiak 700 is able to handle anything the farm or trail can throw at it.

4. Compact Ergonomics
To ease overall feel and handling and boost rider confidence, the Kodiak 700 combines big bore performance with a more compact body design commonly found in mid-sized ATVs.

5. Ready to Work
Heavy-duty steel cargo racks can pack a total of 308 pounds combined.



*Manufacturer's Suggested Retail Price (MSRP) shown. Does not include tax, title, prep or destination charges. Actual prices set by dealer.

Kodiak 700

FEATURES & BENEFITS

CAPABILITY

High-Performance Ultramatic® Transmission

Kodiak 700's Ultramatic® transmission features a gated shifter, dual-range (Hi/Lo) drive plus reverse gear, and the most advanced—and durable—CVT drive system available. An automatic centrifugal clutch maintains constant belt tension for reduced belt wear, and a sprag clutch delivers natural all-wheel engine braking.

Big Bore Engine Built to Explore

Packing practical, fun and usable power, the Kodiak 700's engine balances big bore power with a strong midrange. The Kodiak 700 features a 686cc motor with optimized torque, power delivery and character that is fun and exciting on trails while still being smooth and quiet when exploring or working on the job site.

Gated Shift Lever and Handlebar-Mounted 4WD Control

Yamaha's peerless Ultramatic® transmission runs through a five-position shift lever with High, Low, Neutral, Reverse and Park gates for positive and precise transmission operation. A robust mechanical 4WD system is selected using a handlebar-mounted lever.

High-Mounted Air Intake

Tackle mud and water thanks to the Kodiak 700's high-mounted air intake layout. The design increases power and torque while providing additional room for on-board storage and easy, toolless servicing of the foam air filter.

Stainless Steel Exhaust

To maintain clean-running performance for years, the Kodiak 700 uses a stainless steel exhaust system and features a screen-type spark arrestor for great power with minimum noise output.

High-Capacity Radiator

Slow-speed technical riding can place a lot of thermal demands on a liquid-cooled motor, so the Kodiak 700 features a high-capacity radiator that delivers plenty of air flow for maximum cooling efficiency and is positioned high in the frame for optimal protection.

Drive System Air Intake

A high-mounted drive system air intake helps reduce drive system temperatures and assists in keeping water and debris from entering the drive case.

High-Performance Tires

Maximizing available traction, the Kodiak 700 features 25-inch Maxxis® tires that provide precise steering feel and feedback.

Strong, Durable Brakes

Strong and reliable braking comes standard on every Kodiak 700 thanks to hydraulic front disc brakes and sealed wet rear brake system.

Terrain-Tackling Ground Clearance

To handle nearly any terrain with ease, the Kodiak 700 offers an impressive 10.8-inches of maximum ground clearance and full-length composite skid plates for maximum underbelly protection.

COMFORT

Independent Double Wishbone Front and Rear Suspension

Independent double wishbone suspension, with 7.1" of front wheel travel and 9.1" at the rear, provides excellent rider comfort even on the toughest trails.

Underseat Fuel Tank

An optimized 4.76-gallon fuel tank is located under the seat for excellent mass centralization and handling.

Compact Ergonomics

With plenty of room for the rider to move during riding, the low seat improves rider comfort and simplifies mounting and dismounting. Despite the full-size performance, the Kodiak 700 features a more compact body design similar to a mid-sized ATV to ease overall feel and handling.

CONFIDENCE

Aggressive and Durable Styling

Rugged composite front bumper resists scratching and won't rust.

Ready for Accessories

The Kodiak 700 was engineered in concert with a range of accessories for perfect fit and function for nearly every type of ride. With a standard 12V power point, you can keep devices charged, too.

Extensive Cargo Capacity

Rugged, large-diameter steel cargo racks with durable wrinkle paint finish can pack a total of 308 pounds combined (110 lbs. front, 198 lbs. rear). An on-board storage compartment keeps things dry, too.

Built Real World Tough™, Assembled in the USA

As with other Yamaha ATVs and Side-by-Sides, the Kodiak is assembled in the USA to meet Yamaha's exacting standards for durability and reliability.

10-Year-Belt Warranty

The Kodiak 700 transmission uses its own cooling intake to maintain proper temperatures, an oversized belt to handle the torque of the large motor and Yamaha's unique sprag clutch to maintain constant belt tension. The end result is a drivetrain built for years of trouble-free service that leaves the competition in the dust and is backed by the industry's only 10-Year V-Belt Limited Warranty.

yamahamotorsports.com

For Accessories, visit shopyamaha.com

Kodiak 700

SPECIFICATIONS:

Engine Type	686cc liquid-cooled SOHC 4-stroke
Bore x Stroke	102.0mm x 84.0mm
Compression Ratio	10.0:1
Fuel Delivery	Yamaha Fuel Injection (YFI), 44mm
Transmission	Ultramatic V-belt with all-wheel engine braking; H, L, N, R, P
Final Drive	Lever-operated 2WD/4WD; shaft
Suspension / Front	Independent double wishbone, 7.1-in travel
Suspension / Rear	Independent double wishbone with anti-sway bar, 9.1-in travel
Brakes / Front	Dual hydraulic disc
Brakes / Rear	Multi-disk wet brake
Tires / Front	AT25 x 8-12 Maxxis® MU19
Tires / Rear	AT25 x 10-12 Maxxis® MU20
L x W x H	81.5 in x 46.5 in x 48.8 in
Seat Height	33.9 in
Wheelbase	49.2 in
Turning Radius	126.0 in
Maximum Ground Clearance	10.8 in
Fuel Capacity	4.8 gal
Wet Weight	659 lb
Rack Capacity	110 lb (front) / 198 lb (rear)
Towing Capacity	1322 lb (When equipped with optional accessory.)
Warranty	6 Month (Limited Factory Warranty), 10-Year V-Belt Limited Warranty
Color	Tactical Green; Ridge Red; Fall Beige with Realtree Edge

Alexandra Barbella

From: Brian Anderson <banderson@malcolmsmith.com>
Sent: Wednesday, November 4, 2020 10:02 AM
To: Alexandra Barbella
Subject: RE: ESWMA ATV bid
Attachments: INYO COUNTY.pdf

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Here is a copy of the buyers order that I had previously mailed out to you. The price breakdown is correct for each ATV but I only calculated the total on 2. The correct pricing for 3 Kodiak 700 is \$28919.88.

\$9,639.96 Per Vehicle

If you need anything else from just let me know

Thank You,
Brian Anderson

-----Original Message-----

From: Alexandra Barbella <abarbella@inyocounty.us>
Sent: Wednesday, November 4, 2020 9:34 AM
To: Emma Bills <ebills@inyocounty.us>
Cc: Brian Anderson <banderson@malcolmsmith.com>
Subject: FW: ESWMA ATV bid

Emma,

Is it ok for Brian from Malcolm Smith Motor Sports to send the corrected paperwork as a digital copy or does he need to send in a hard copy in the mail?

Alexandra Barbella, M.S.

Project Coordinator
Inyo and Mono Counties Agricultural Commissioner's Office Owen's Valley Mosquito Abatement Program Eastern Sierra
Weed Management Area

207 W. South Street
Bishop, Ca 93514

760.873.3578

-----Original Message-----

From: Brian Anderson [mailto:banderson@malcolmsmith.com]
Sent: Tuesday, November 3, 2020 5:56 PM



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marshall Rudolph

SUBJECT: Conflict of Interest Codes

RECOMMENDED ACTION:

Request Board: A) receive the 2020 Conflict of Interest Code Biennial Reports from the Agriculture, Public Administration/Public Guardian, Public Works, and Risk Management departments; B) receive the 2020 Conflict of Interest Code Biennial Reports from the Lone Pine Community Services District and Southern Inyo Fire Protection District; and C) receive and approve the amended Conflict of Interest Code for the Public Works Department.

SUMMARY/JUSTIFICATION:

In even numbered years, Government Code section 87306.5 requires all local agencies in the County with a conflict of interest code (Code) to review the Code and revise it as needed. The Code identifies decision makers within the Agency that are required to prepare and file with the Clerk/Recorder a Statement of Economic Interest, which is frequently identified as a Form 700.

The request to commence the review process is made by Inyo County Counsel. On January 24, 2020, the Office of County Counsel notified each district within Inyo County of its obligation to review its conflict of interest code and submit the required biennial report on or before October 1, 2020.

We have received notices in the form of Biennial Reports from all of the departments and agencies identified above and are attached hereto. Additionally, in conducting their biennial review, one (1) department made necessary changes to their department's conflict of interest code.

Your Board is asked to receive the Biennial Reports and approve the Amended Conflict of Interest Codes identified herein.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to approve and/or receive the biennial report or the amended conflict of interest code. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The recommended action results in no financial impact to the County of Inyo.

ATTACHMENTS:

1. Ag Comm CIC Response
2. PAPG CIC Response
3. Public Works CIC Response
4. Risk Management CIC Response
5. Lone Pine Community Service District CIC Response
6. Southern Inyo Fire Protection District CIC Response

APPROVALS:

Cori Denault

Darcy Ellis

Marshall Rudolph

Created/Initiated - 11/10/2020

Approved - 11/10/2020

Final Approval - 11/10/2020

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Nathan Reade
Department Agriculture Commissioner
Mailing Address 207 W South Street, Bishop, CA 93514
Date of Review of Departmental Conflict of Interest Code 10/27/2020

Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person

Department

Mailing Address

Date of Review of Departmental Conflict of Interest Code

Patricia Burton

PAPG

162 Grove Street, Bishop, CA 93514

10-1-2020

Patricia Burton

Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Chris Cash
Department Public Works
Mailing Address P.O. Drawer Q Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 10/27/20



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

CONFLICT OF INTEREST CODE OF THE
Public Works DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the Public Works Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Public Works Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Public Works.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
PUBLIC WORKS DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
ADMINISTRATIVE ANALYST I, II, or III	2
AIRPORT SUPERVISOR OPERATIONS	3
AIRPORT TECHNICIAN	3
AIRPORT TECHNICIAN FIRE/MEDICAL	3
BUILDING GROUNDS WORKER	5
BUILDING INSPECTOR	4
BUILDING INSPECTOR SENIOR	4
BUILDING MAINTENANCE WATER SUPERVISOR	5
BUILDING MAINTENANCE WORKER I, II, III, or IV	5
CUSTODIAN I or II	5
ENGINEER ASSISTANT CIVIL	1
ENGINEER ASSOCIATE	1
ENGINEER ASSOCIATE CIVIL	1
ENGINEER SENIOR	1
ENGINEERING ASSISTANT I or II	1
EQUIPMENT MECHANIC HEAVY I or II	n/a
EQUIPMENT MECHANIC TRAINEE I or II	n/a
EQUIPMENT OPERATOR LEAD	n/a
EQUIPMENT OPERATOR MECHANIC I or II	n/a
MANAGEMENT ANALYST	1
OFFICE TECHNICIAN I, II or III	3
PLANNING TRANSPORTATION	1
PUBLIC WORKS DEPUTY	1
PUBLIC WORKS DEPUTY DIRECTOR - AIRPORT	1
PUBLIC WORKS DIRECTOR	1
ROAD MAINTENANCE SUPERVISOR	6
ROAD MAINTENANCE WORKER I or II	n/a
ROAD SHOP SUPERVISOR	6

APPENDIX "B"
DISCLOSURE CATEGORIES
OF THE PUBLIC WORKS DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORY ONE (1):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.
3. Wholesale or retail engineering, surveying or construction supplies firms.
4. Aircraft related business including aircraft fuel sales.
5. Accounting firms.
6. Vehicle/equipment repair or vehicle/equipment parts supply firms.
7. Building cleaning/janitorial supplies.

DISCLOSURE CATEGORY TWO (2):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Wholesale or retail office supplies or office equipment.
2. Wholesale or retail engineering, surveying or construction supplies firms.
3. Accounting firms.

DISCLOSURE CATEGORY THREE (3):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Wholesale or retail office supplies or office equipment.
2. Aircraft related business including aircraft fuel sales.
3. Wholesale or retail engineering, surveying or construction supplies firms.

DISCLOSURE CATEGORY FOUR (4):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.

DISCLOSURE CATEGORY FIVE (5):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Building cleaning or janitorial supplies.
2. Sales or Service for building mechanical, electrical or plumbing systems.
3. Wholesale or retail parts for building mechanical, electrical or plumbing systems.
4. Wholesale or retail building supply firms, lumberyards or concrete plants.

DISCLOSURE CATEGORY SIX (6):

(a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or source of income is located within the County of Inyo or within two miles of the County Boundary.

(b) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County.

1. Surveying, engineering and construction firms.
2. Wholesale or retail building supply firms, lumber yards, aggregate mines and/or manufacturing plants, asphalt plants or concrete plants.
3. Vehicle/equipment repair or vehicle/equipment parts supply firms.

DICLOSURE CATEGORY SEVEN (7):

Designated employees in Category seven (7), must disclose pursuant to Category one (1) above, except that the Public Works Director/Road Commissioner may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus, is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultants duties and, based upon that description, statement of the extent, if any, of disclosure required. The determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person AARON NOUMBERG
Department RISK MANAGEMENT
Mailing Address 163 MAY ST, BISHOP CA 93574
Date of Review of Departmental Conflict of Interest Code 1-30-2020

Aaron N. Numberg
Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person EMMA BILLS, ADMINISTRATIVE MANAGER
 Agency LONE PINE COMMUNITY SERVICES DISTRICT
 Mailing Address P.O. BOX 35, LONE PINE, CA 93545
 Date of Review of Agencies Conflict of Interest Code 10/22/2020

***** NO CHANGERS*****



 Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:


County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Jon Zellhoefer
Agency Southern Inyo Fire Protection District
Mailing Address P.O. Box 51; Tecopa, CA 92389
Date of Review of Agencies Conflict of Interest Code 10/30/2020



Signature of Presiding Officer

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase four (4) radar speed trailers

RECOMMENDED ACTION:

Request Board: A) declare Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems of Bakersfield, CA the successful bidder for Compact Radar Speed Trailers per Bid No. RD20-01; and B) authorize the purchase of four (4) 2020 Wanco Model WSDT3-S Compact Radar Speed Trailers from Statewide Safety Systems of Bakersfield, CA in an amount not to exceed \$31,593.21.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for radar speed trailers in October, 2020 for the purpose of having portable speed awareness equipment available for deployment as needed in residential areas throughout the County. Bids were opened on November 4th, 2020, and six bids were received:

Statewide Traffic Safety and Signs, Inc. of Bakersfield, CA	\$31,593.21
United Rentals of Ridgecrest, CA	\$34,210.63
Mercaterra Atlantic, LLC of Round Rock, TX	\$40,934.23
USIQ, Inc. of Northbrook, IL	\$34,010.45
Wharton Concrete Forming Supply of Carson City, NV	\$33,815.51
Silver State Barricade and Sign of Sparks, NV	\$33,369.43

The Road Department has reviewed the bids for responsiveness. The Road Department recommends your Board authorize the purchase of four (4) 2020 Wanco Model WSDT3-S Compact Radar Speed Trailers from Statewide Safety Systems of Bakersfield, CA to be delivered to the Inyo County Road Yard at 750 south Clay Street, Independence, CA. The total expense, including delivery and taxes, is not to exceed \$31,59.21.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended as formal studies have proven that speeding drivers respond by slowing down to legal limits when their actual speed is displayed on an electronic sign and this equipment purchase is warranted by speed complaints in the County.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for radar speed trailers will be paid from the Road Department Budget 034600, Object Code 5650 - Equipment.

ATTACHMENTS:

1. Bid Tab - Radar Speed Trailers
2. BID RD20-01 - Statewide Safety Systems

APPROVALS:

Trevor Taylor	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/28/2020
Trevor Taylor	Approved - 11/9/2020
Breanne Nelums	Approved - 11/9/2020
Chris Cash	Approved - 11/10/2020
Marshall Rudolph	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Michael Errante	Final Approval - 11/10/2020

COUNTY OF INYO BID TABULATION

Road Department Radar Trailers - RD 2020-01

Bid Opening Date: November 4, 2020 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond
1.	Statewide Traffic Safety + Signs Inc	\$31,593.21	
2.	United Rentals	\$34,210.63	
3.	Mercaterra Atlantic LLC	\$40,934.23	
4.	USIQ Inc	\$34,010.45	
5.	Wharton	\$33,815.51	
6.	Silver State	\$33,369.43	

Opened By: Emma Bills / Darcy Ellis

Present: Monica Tulin
Chris Cash
Travis Dean





County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders
FROM: Inyo County Public Works – Road Department
RE: Request for Bid #RD20-01 Compact Radar Speed Trailers
DATE: October 6, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for **Four (4) New Wanco Model WSDT3-S Compact Radar-Speed Trailers or equal** for the Inyo County Road Department.

The deadline for submitting your bid is **November 4, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Trevor Taylor at ttaylor@inyocounty.us. Should it be found necessary, a written addendum will be posted on the website www.inyocounty.us/Bid_Packages.html. It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

Trevor Taylor
Engineering Assistant

BID # RD2020-01 – Compact Radar Speed Trailers

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: **November 4th, 2020** TIME: **3:30 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

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

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD2020-01 – Compact Radar Speed Trailers

The purpose of this specification is to describe a new Wanco Model WSDT3-S Compact Radar-Speed Trailer. It is required that this unit will be delivered FOB Inyo County Road Department, 750 S. Clay Street, Independence, CA 93526 ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEM(S)

The County of Inyo is requesting bids for FOUR (4) NEW WANCO MODEL WSDT3-S COMPACT-RADAR SPEED TRAILERS.

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions and explain on a separate sheet if needed. If you would like to submit a product as an “or equal”, provide full specifications and a request a minimum of 7 days before the bid opening date. Email these requests to ttaylor@inyocounty.us.

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
RADAR TRAILER:		
New Wanco Model WSDT3-S Compact Radar Speed Trailer	X	
SYSTEM:		
Provides vehicle speed detection and display, in a portable platform that does not require permanent installation or wiring	X	
Operating temperature range of -4 to 176 degrees Fahrenheit	X	
FEATURES:		
Portable system, easily transported and deployed	X	
Selectable speed limit settings from 5mph to 70mph	X	
Configurable excessive speed message	X	
Heavy-duty hand winch with safety brake for deployment	X	
Locking device to keep sign in place during transport	X	
Approach only k-band radar	X	
Weather resistant control box cover with lockable latches	X	
See-through design for safer use in school zones, etc.	X	
Battery powered with solar charging option	X	
Lockable battery box	X	
Individual display modules easily maintained/replaced	X	
DELIVERY REQUIREMENTS:		
Radar Trailers and all specified attachments shall be delivered to 750 S. Clay Street, Independence, CA 93526 within 5 weeks of receipt of Purchase Order.	X	

III. EXCEPTIONS

Explain any and all exceptions identified in Section II, above (attach additional sheets if necessary)

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below.

- 1. Compact Radar Speed Trailer Bid Type (Year, Make, and Model): 2020 Wanco Model WSDT3-S
- 2. UNIT PRICE: \$ 7,191.00
- 3. SUBTOTAL for FOUR (4) Units: \$ 28,764.00
- 4. SALES TAX (Inyo County @ 7.75%): \$ 2,229.21
- 5. DELIVERY to Inyo County Road Department
FOB 750 S. Clay Street, Independence, CA 93526 \$ 600.00

TOTAL PRICE.....\$ 31,593.21

BIDDER:

Company Name: Statewide Traffic Safety and Signs, Inc. dba Statewide Safety Systems

Contact Name: Bill Cook

Address: 4400 State Rd

City / State / Zip: Bakersfield, CA 93308

Phone Number: 661-834-5324 Fax Number: _____

Email Address: bcook@statewidess.com

This bid was received on 11-3-20
 20_____
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By _____ Assistant



V. **CERTIFICATION**

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: Michael Sniffers

Title: Sales Coordinator

Date: October 30, 2020

VI. **BID SUBMITTAL**

Please submit your bid in a SEALED envelope labeled with "BID NO. RD2020-01 – Compact Radar Speed Trailers" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 4th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase Ford F350 trucks

RECOMMENDED ACTION:

Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for F350 Trucks per Bid No. RD20-05; and B) authorize the purchase of two (2) new 2021 Regular Cab Ford F350 Trucks and two (2) new 2021 SuperCab Ford F350 Trucks from Bishop Ford of Bishop, CA in an amount not to exceed \$140,713.34.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for new trucks in October, 2020 for the purpose of augmenting the Road Department's aging fleet and phasing out the use of older, less reliable vehicles. Bids were opened on November 4th, 2020 and one bid was received:

Bishop Ford	\$140,713.34
-------------	--------------

The Road Department has reviewed the bid for responsiveness and is recommending your Board authorize the purchase of two (2) new 2021 Regular Cab Ford F350 Trucks and two (2) new 2021 SuperCab Ford F350 Trucks from Bishop Ford. The total expense, including delivery, taxes, and applicable fees, is not to exceed \$140,713.34.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as the Road Department has budgeted for new vehicles this fiscal year and the continued phasing out of older, less reliable vehicles provides increased safety and aids in meeting emissions requirements imposed on Road Department's fleet.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for the new trucks will be paid out of the Road Department Budget 034600, Object Code 5655 - Vehicles.

ATTACHMENTS:

1. Bid Tab - Ford Trucks
2. BID RD20-05 - Bishop Ford

APPROVALS:

Trevor Taylor	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/27/2020
Trevor Taylor	Approved - 11/10/2020
Breanne Nelums	Approved - 11/10/2020
Chris Cash	Approved - 11/10/2020
Marshall Rudolph	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Michael Errante	Final Approval - 11/12/2020

COUNTY OF INYO BID TABULATION

Bid Opening: RD20-05 - F350 Trucks

Bid Opening Date: November 4, 2020 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond
1.	Bishop Ford	140,713.34	
2.			
3.			
4.			
5.			

Opened By: Emma Bills / Darcy Ellis

Present: Monica Tialin
Chris Cash
Travis Dean





County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders

FROM: Inyo County Public Works – Road Department

RE: Request for Bid No. RD20-05 –F350 Trucks

DATE: October 7, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for a **TWO (2) New 2020 Ford Super Duty F-350 SRW 4WD SuperCab Trucks or equal AND TWO (2) New 2020 Ford Super Duty F-350 SRW 4WD Regular Cab Trucks or equal** for the Inyo County Road Department.

The deadline for submitting your bid is **November 4, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Trevor Taylor at ttaylor@inyocounty.us. Should it be found necessary, a written addendum will be posted on the website [www.inyocounty.us/Bid Packages.html](http://www.inyocounty.us/Bid_Packages.html). It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available.

Trevor Taylor
Engineering Assistant


BID No. RD20-05 – F350 Trucks

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: **November 4th, 2020** TIME: **3:30 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**



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

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

VEHICLE BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD20-05 F350 TRUCKS

The purpose of this specification is to describe a New Ford Super Duty F-350 SRW (W3B) XL 4WD **SuperCab** with Long Bed (8 FT) Truck in addition to the same model with the **Regular Cab** option. It is required that all units will be delivered FOB Inyo County Road Department, 750 S. Clay Street, Independence, CA 93526 ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEMS

The County of Inyo is requesting bids for TWO new 2020 Ford Super Duty F-350 SRW 4WD SuperCab Trucks or equal, and TWO new 2020 Ford Super Duty F-350 SRW 4WD Regular Cab Trucks or equal

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions and explain on a separate sheet if needed.

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
SPEC is for FOUR Vehicles. All specs are consistent for all four vehicles EXCEPT TWO trucks are to be SuperCab, and TWO trucks are to be regular cab.	✓	
CHASSIS:		
NEW (2020) Ford Super Duty F-350 4WD Truck, Long Bed (8 ft), Class V Trailer Tow Package, (TWO TRUCKS WITH SUPERCAB and TWO TRUCKS WITH REGULAR CAB)	✓	
Must Meet DOT Safety Standards	✓	
ENGINE:		
6.2L V-8 EFI Gas Engine	✓	
Electronic Engine Management System	✓	
Must meet California Emission Standards	✓	
TRANSMISSION:		
10-speed Automatic Transmission with Tow/Haul modes	✓	
BRAKE SYSTEM:		
Power Assist 4-Wheel Disc Brakes with 4-Wheel ABS	✓	
REAR SUSPENSION AND DRIVE AXLES:		
Leaf Suspension w/ Leaf Springs	✓	
Standard Axle Ratio, Electronic Locking	✓	
FRONT SUSPENSION AND STEERING:		
Heavy Service Front Suspension Package (suitable for snowplow use) with Coil Springs	✓	
Power Assist and Tilt Steering Wheel with Cruise Control	✓	
WHEELS AND TIRES:		
17-inch Standard Wheel Package, Including Spare Wheel, SRW	✓	
LT245/75RX17E BSW All Terrain, Including Spare Tire and Jack	✓	
SAFETY, ELECTRICAL, AND LIGHTING SYSTEMS:		
Factory Installed Trailer Brake Control Package	✓	

Upfitter Switch Package (if available)	✓	
Power Windows, Power Door Locks, Cruise Control	✓	
Standard Adjustable Trailer Mirrors	✓	
Variable Intermittent Wipers/ Window Washer/ Defroster	✓	
Driver and Passenger Airbags	✓	
HVAC	✓	
Hands-Free Blue Tooth Cellular Capability	✓	
FUEL TANK:		
Single Large Capacity Tank	✓	
EXTERIOR PAINT AND INTERIOR TRIM PACKAGE:		
Oxford White and Clear Coat Exterior	✓	
40/20/40 Vinyl Split Bench Seat, including Cupholder and Storage	✓	
ADDITIONAL ITEMS:		
Pre-Installed Amber LED Warning Strobes (Center high mounted stop bar and 2 hood mounted lights)	✓	
Standard Warranty	✓	
Total of 3 Keys, 2 with remote entry fob	✓	
SHOP MANUALS:		
Provide all applicable factory repair manuals on CD or printed	✓	
SERVICEABILITY:		
Manufacturer Authorized Dealership with a Service Center for performing Warranty/Recall Repairs with 60 road miles of Independence, CA.	✓	
DELIVERY REQUIREMENTS:		
Vehicles and all specified attachments shall be delivered to 750 S. Clay Street, Independence, CA 93526 within 120 days of receipt of Purchase Order.	✓	

III. EXCEPTIONS

Explain all exceptions identified in Section II, above (attach additional sheets if necessary)

CURRENT BUILD TIME IS 16-18 WEEKS

NOTE: Bid prices quoted below **MUST** include all applicable taxes and related fees, including, but not limited to, sales tax, tire fees, transfer fees, and (for out-of-state bidders) smog certification fees.

Inyo County's **FLEET IDENTIFICATION NUMBER (FIN)** is **QB196**

IV. BID

I agree to furnish Inyo County with the vehicles specified on the Vehicle Bid Form for the prices indicated below.

- 1. Vehicle Bid Type (Year, Make, and Model): 2021 FORD F350
(for the **regular** cab trucks)
- 2. BASE PRICE: \$ 31,505.00 (EA)
- 3. SUBTOTAL for **TWO regular cab trucks**, all specified inclusions and attachments: \$ 63,010.00
- 4. Vehicle Bid Type (Year, Make, and Model): 2021 FORD F350
(for the **SuperCab** trucks)
- 5. BASE PRICE: \$ 33,723.00 (EA)
- 6. SUBTOTAL for **TWO SuperCab trucks**, all specified inclusions and attachments: \$ 67,446.00
- 7. SUBTOTAL for **all FOUR trucks**, all specified inclusions and attachments: \$ 130,456.00
- 8. SALES TAX (Inyo County @ 7.75%): \$ 10,110.34
- 9. DELIVERY to Inyo County Road Department
FOB 750 S. Clay Street, Independence, CA 93526 \$ 0.00
- 10. ALL OTHER FEES (tire fees, transfer fees, filing fee, etc.) \$ 147.00

TOTAL PRICE.....\$ 140,713.34

BIDDER:

Dealership Name: BISHOP FORD

Contact Name: RYAN NARANJO

Address: 1440 HWY 6

City / State / Zip: BISHOP CA 93514

Phone Number: (760) 873-4291 Fax Number: _____

Email Address: RYANNARANJO@HOTMAIL.COM

By _____
ATTN: Client Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
Assistant

This bid was received on _____

10-28-20 2:25

Client Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
Assistant

This bid was received on _____

Client Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
Assistant

V. **CERTIFICATION**

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree that the vehicle(s) specified above will be delivered within 120 days of receipt of an Inyo County Purchase Order. I certify that I am an authorized agent for the above dealership.

Signed: 

Title: FLEET SALES MANAGER

Date: 10/28/20

VI. **BID SUBMITTAL**

Please submit your bid in a SEALED envelope labeled with "BID NO. RD20-05 F350 Trucks" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 4th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

REG CAB (F3B)

1 DEAL #	11 TRADE #1	19 DOC FEE	85.00
2 DEAL DATE	10/12/2020	12 PAYOFF #1	20 WARR PREM 0.00
3 STOCK #	13 DEPOSIT	21 MAINT PREM	0.00
	14 CASH DOWN	22 GAP PREM	
4 PRICE	31420.00	15 REBATE	0.00
5	TOTAL DOWN	0.00	23 MSRP
TOTAL AFTMKT	0.00	24 BALLOON	0.00
	16 REGISTERED STATE	CA	ADJ BALLOON 0.00
6 TERM	1	17 COUNTY CODE	IN
7 RATE	0	18 COUNTY RATE	7.75
8 DAYS	30	GOVT FEES	36.75
9 PAY/YEAR	12	TAXES	2441.64
10 PYMT DATE	11/11/2020	RO/PO #1	INS:
	RO/PO #2	MEMO#1	
STATUS	RO/PO #3	MEMO#2	

(LINE#)(M=MODIFY)(?=CMD LIST)
 SHIFT F1=FKEYS BANK=CASH DEAL MONTHLY PYMT () 33983.39

140,713.34

SUPER CAB (X3B)

1 DEAL # 11 TRADE #1 19 DOC FEE 85.00
 2 DEAL DATE 10/12/2020 12 PAYOFF #1 20 WARR PREM 0.00
 3 STOCK # 13 DEPOSIT 21 MAINT PREM 0.00
 14 CASH DOWN 22 GAP PREM
 4 PRICE 33638.00 15 REBATE 0.00
 5 TOTAL DOWN 0.00 23 MSRP
 TOTAL AFTMKT 0.00 24 BALLOON 0.00
 16 REGISTERED STATE CA ADJ BALLOON 0.00
 6 TERM 1 17 COUNTY CODE IN
 7 RATE 0 18 COUNTY RATE 7.75 AMT FINANCED 36373.28
 8 DAYS 30 GOVT FEES 36.75
 9 PAY/YEAR 12 TAXES 2613.53
 10 PYMT DATE 11/11/2020 RO/PO #1 INS:
 RO/PO #2 MEMO#1
 STATUS RO/PO #3 MEMO#2

(LINE#)(M=MODIFY)(?=CMD LIST)
 SHIFT F1=FKEYS BANK=CASH DEAL MONTHLY PYMT () 36373.28

REG CAB

CNGP530

VEHICLE ORDER CONFIRMATION

10/28/20 14:06:35

==>

Dealer: F71440

Page: 1 of 2

2021 F-SERIES SD

Order No: 0000 Priority: A4 Ord FIN: QB196 Order Type: 5B Price Level: 115

Ord PEP: 610A Cust/Flt Name: INYO CO PO Number:

RETAIL

RETAIL

F3B	F350 4X4SDR/CSR	\$38545		TRAILER TOW PKG	
	142" WHEELBASE			FLEET SPCL ADJ	NC
Z1	OXFORD WHITE			FRT LICENSE BKT	NC
A	VNYL 40/20/40			10400# GVWR PKG	
S	MEDIUM EARTH GR		425	50 STATE EMISS	NC
610A	PREF EQUIP PKG		47B	SNWPLW/CAMP PKG	245
	.XL TRIM		512	SPARE TIRE/WHL2	NC
572	.AIR CONDITIONER	NC	52B	BRAKE CONTROLLER	270
	.AMFM/MP3/CLK				
996	.6.2L EFI V8 ENG	NC		TOTAL BASE AND OPTIONS	43250
44G	10-SPD AUTOMATC	NC		TOTAL	43250
TBM	LT245 BSW AT 17	165		*THIS IS NOT AN INVOICE*	
X3E	3.73 ELOCKING	390			
90L	PWR EQUIP GROUP	865		* MORE ORDER INFO NEXT PAGE *	
	JOB #1 BUILD			F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC04428

V1DP0691

2,6

NEXT PAGE ↓

CNGP530

VEHICLE ORDER CONFIRMATION

10/28/20 14:06:49

==>

Dealer: F71440

2021 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: A4 Ord FIN: QB196 Order Type: 5B Price Level: 115

Ord PEP: 610A Cust/Flt Name: INYO CO PO Number:

RETAIL

RETAIL

525 CRUISE CONTROL \$235

TOTAL \$43250

THIS IS NOT AN INVOICE

TELE TT MIR-PWR

59H HI MNT STOP LMP NC

JACK

66S UPFITTER SWTCH 165

67D 200/240 AMP ALT NC

91S LED WARNING STB 675

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 43250

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04428

V1DP0691

2,6



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase two (2) compact light towers

RECOMMENDED ACTION:

Request Board: A) declare Silver State Barricade and Sign of Sparks, NV the successful bidder for Compact Light Towers per Bid No. RD20-06; and B) authorize the purchase of two (2) new 2020 Wanco Model WLTT-4MM6K Compact Diesel Light Towers from Silver State Barricade and Sign of Sparks, NV in an amount not to exceed \$22,024.54.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for compact diesel light towers in October, 2020 for the purpose of having portable lights available for night time repair work when needed. Bids were opened on November 4th, 2020 and six bids were received:

United Rentals of Ridgecrest, CA	\$23,862.68
Statewide Traffic Safety and Signs, Inc. of Bakersfield, CA	\$21,950.00
Safety Zone Specialists of Lakeland, FL	\$22,746.03
All Around Access, LLC of Naples, FL	\$24,782.50
Wharton Concrete Forming Supply of Carson City, NV	\$22,322.09
Silver State Barricade and Sign of Sparks, NV	\$22,024.54

The Road Department has reviewed the bids for responsiveness. There is a small business contracting preference of 5% for this request for bids. Silver State Barricade and Sign has submitted their Disadvantage Business Enterprise (DBE) certification and are eligible for the small business contracting preference. Silver State Barricade and Sign's bid falls within the 5% contracting preference of the apparent low bidder, Statewide Traffic Safety and Signs. Per County Code Section 6.06.040, "the lowest responsive bid submitted by a ... small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract." Given the above, Silver State Barricade and Sign should be considered the low bid.

The Road Department is recommending your Board authorize the purchase of two (2) new 2020/2021 Wanco Model WLTT-4MM6K Compact Diesel Light Towers from Silver State Barricade and Sign, to be delivered to the Inyo County Road Yard at 750 South Clay Street, Independence, CA. The total expense, including delivery and taxes, is not to exceed \$22,024.54.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as having newer Tier 4 Final Compliant equipment will aid the Road Department in meeting emissions requirements for its equipment fleet.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for the compact light towers will be paid from the Road Department Budget 034600, Object Code 5650 - Equipment.

ATTACHMENTS:

1. Bid Tab - Compact Light Towers
2. BID RD20-06 - Silver State

APPROVALS:

Trevor Taylor	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/27/2020
Trevor Taylor	Approved - 11/9/2020
Breanne Nelums	Approved - 11/9/2020
Chris Cash	Approved - 11/9/2020
Marshall Rudolph	Approved - 11/9/2020
Amy Shepherd	Approved - 11/10/2020
Trevor Taylor	Approved - 11/10/2020
Michael Errante	Final Approval - 11/12/2020

COUNTY OF INYO BID TABULATION

Bid Opening: RD20-06 - Compact Light Towers

Bid Opening Date: November 4, 2020 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond
1.	Uniked Rentals	\$23,862.68	
2.	Statewide Traffic Safety & Signs Inc.	\$21,950.00	
3.	Safety Zone Specialist	\$22,746.03	
4.	All Around Access LLC	\$24,782.50	
5.	Wharton Concrete	\$22,322.09	
6.	Silver State	\$22,024.54	

Opened By: Emma Bills / Darcy Ellis

Present: Mourea Tulin
Chris Cash
Travis Dean





Nevada Unified Certification Program

This is to Certify that:

Norton Consulting, LLC, DBA Silver State Barricade & Sign
Is registered as a Disadvantaged Business Enterprise in the Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This 30th Day of June, 2015

And supersedes any certification or listing previously issued

Certificate No. NV20322266NUCP



PLEASE AWARD US
OUR 5% PREFERENCE
FOR THE ATTACHED
DBE CERTIFICATION.
THANK YOU



County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders

FROM: Inyo County Public Works – Road Department

RE: Request for Bid #RD20-06 – Compact Light Towers

DATE: October 8, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for **TWO (2) New Wanco Model WLTT Compact Light Towers or equal** for the Inyo County Road Department.

The deadline for submitting your bid is **November 4, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Trevor Taylor at ttaylor@inyocounty.us. Should it be found necessary, a written addendum will be posted on the website www.inyocounty.us/Bid_Packages.html. It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

Trevor Taylor
Engineering Assistant

BID # RD20-06 – Compact Light Towers

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: **November 4th, 2020** TIME: **3:30 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

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

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD20-06 – Compact Light Towers

The purpose of this specification is to describe a new Wanco Model WLTT Compact Light Tower. It is required that the unit(s) will be delivered FOB Inyo County Road Department, 750 S. Clay Street, Independence, CA 93526 ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEM(S)

The County of Inyo is requesting bids for TWO (2) NEW WANCO MODEL WLTT COMPACT LIGHT TOWERS.

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions and explain on a separate sheet if needed. If you would like to submit a product as an “or equal”, provide full specifications and a request a minimum of 7 days before the bid opening date. Email these requests to ttaylor@inyocounty.us.

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
SYSTEM:		
New Wanco Model WLTT Telescoping Light Tower on compact towable trailer, Diesel powered. Max height at least 20 feet.	X	
FEATURES:		
Low tongue weight for ease of moving the trailer by hand with one person	X	
Three outriggers and four leveling jacks for stability	X	
Lights can be safely adjusted from the ground	X	
Lights can be aimed independently and hold position w/out tools	X	
Single winch raises and lowers tower smoothly and easily	X	
Include power winch operation option if available	X	
Tower rotates ~360 degrees to avoid repositioning trailer	X	
Lights operate at any height	X	
All-steel, weather resistant equipment cabinet protects controls, engine, and other components from the elements	X	
Hinged door panel with lockable door latch provides access to controls, engine, and electronics	X	
Control panel includes circuit breakers for lights and convenience outlet	X	
Control panel features engine hour meter and LED status indicators	X	
Convenience outlet with dedicated circuit breaker powers auxiliary equipment	X	
Main power circuit breaker provides added protection and instant-off to prevent engine damage	X	
Automatic engine-shutdown system protects engine from damage due to low oil pressure and high coolant temperature	X	

CONTROL PANEL:		
Allows operator to start and stop engine, switch power on/off	X	
Located inside equipment cabinet, sheet steel enclosure	X	
Entire control box removable for servicing	X	
Power switches for main power, lights, and the power outlet	X	
LED indicators for engine status conditions (high temp shutdown, low oil pressure shutdown)	X	
Hour meter and power outlet located in control panel	X	
TRAILER:		
All welded structural steel frame, bolt on fenders, with tie down loops and forklift guides	X	
ST225/75D13 steel belted tires, load rating B	X	
Standard tow hitch, SAE Class 2	X	
Standard taillights, license plate holder, and all wiring required for trailer connection	X	
POWER SYSTEM:		
Engine and Generator produce system power	X	
1800 RPM Engine type Mitsubishi L3E, Tier 4 Final diesel, 3 cylinder, 4 cycle, liquid cooled	X	
Brushless, Grade H Generator	X	
Fuel Tank capacity of 60 gallons	X	
OPTIONS:		
Power operated winch operation, Include manual winch in the event of system failure	X	
LED lights, four 350 Watt fixtures	X	
Emergency shutdown stop button on exterior of equipment bay for quick, manual engine shutdown	X	
DELIVERY REQUIREMENTS:		
Compact light towers and all specified attachments shall be delivered to 750 S. Clay Street, Independence, CA 93526.	X	

III. EXCEPTIONS

Explain any and all exceptions identified in Section II, above (attach additional sheets if necessary)

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below.

- 1. Compact Light Tower Bid Type (Year, Make, and Model): 2020/2021, WANCO, WLTT-4MM6K
- 2. UNIT PRICE: \$ 9895.³⁸
- 3. SUBTOTAL for TWO (2) Units: \$ 19,790.⁷⁶
- 4. SALES TAX (Inyo County @ 7.75%): \$ 1,533.⁷⁸
- 5. DELIVERY to Inyo County Road Department
FOB 750 S. Clay Street, Independence, CA 93526 \$ 700

TOTAL PRICE.....\$ 22,024.⁵⁴

BIDDER:

Company Name: Silver State Barricade + Sign

Contact Name: Ross Smith

Address: 1997 Glendale Ave

City / State / Zip: Sparks, NV 89431

Phone Number: 775-331-0907 Fax Number: 775-331-1597

Email Address: ross@ssbsnv.com

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: [Signature] Title: Operations Manager

Date: 10/12/2020

This bid was received on Oct 19, 20
20
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant



VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD20-06 – Compact Light Towers" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 4th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

Compact Light Towers

LED/Metal Halide/LED Balloon



WANCO Power & Light

800-972-0755
www.wanco.com

The ingenious compact light tower our customers asked for

- Up to 18 units on a single truck
- Aim lights from the ground
- Heavy gauge all-steel body
- Tallest of all compact light towers
- Largest fuel tank and longest run time in its class

Wanco Compact Light Towers are all about size and efficiency. They save you money right from the start by fitting more units on a truck, then save you even more with features that include an extra-large fuel tank and lights you can adjust without a step.

When you order a fleet of new Wanco Compact Light Towers—up to 18 units—it fits on a single 53-foot truck, giving you more units for the same shipping cost. A small footprint and fold-up tow bar make this light tower extremely compact for storage as well, so it takes up less space both on the job-site and in your yard.

Its small size doesn't sacrifice performance, though. When paired with the largest fuel tank in its class, its robust industrial-grade power plant provides the longest run time of any compact light tower available—about 240 hours before refueling.

Wanco Compact Light Towers are equipped with state-of-the-art technology to achieve superior illumination whether you choose LED or metal halide lights. Our LEDs are the most powerful you'll find on any LED light tower in any class, and our HID's use a highly reflective fixture design that puts maximum light on the job for longer, increasing productivity and safety, saving you time and money. Balloon lights are also available.

Efficiency and safety continue with durable components that will last, and thoughtful design features that may surprise you. Rental houses will love the industrial-grade leveling jacks and the only all-steel cabinet available in a compact model. Users can aim the lights while standing on the ground, before raising the tower—no ladder needed, no need to climb on the trailer—and the always vertical tower is easy to raise and lower with a dual-handle manual winch or a power winch.

Compact and efficient, cost-effective to own and operate, the unique Wanco Compact Light Tower is impressively unlike any other.

To see or order one today, call **800.972.0755** or visit **wanco.com**.



Brief specifications

Physical

Deployed footprint	129 × 111 in (327 × 281 cm), L × W	
Operating height	Max. 24½ ft (7.5m) Min. 7¾ ft (2.4m)	
Travel height	93 in (237cm)	
Weight	Operating	Approx. 1965 lb (891kg)
	Shipping	Approx. 1580 lb (717kg)
Tongue weight	Dry 80 lb (36kg)	

Lights

	480-watt LEDs	350-watt LEDs	Metal halides
Lamps*	Four 480W fixtures	Four 350W fixtures	Four 1000W lamps
Luminosity**	57,800 lm per fixture 231,200 lm total	49,000 lm per fixture 196,000 lm total	110,000 lm per lamp 440,000 lm total

Power system

Engine type	Tier 4 Final diesel, 3-cylinder, 4-cycle		
Engine speed*	1800 rpm @ 60 Hz or 1500 rpm @ 50 Hz		
Generator type	Brushless, class H		
Sound level	68 dB @ 23 ft (7m) at max. load		
Battery	Maintenance-free AGM, 12Vdc, 550 CCA		
	Kubota® D1005	Mitsubishi® L3E	
Maximum power output*	13.1 hp (9.8 kW)	12.2 hp (9.1 kW)	
Displacement*	61.08 in³ (1001 cm³)	58.09 in³ (952 cm³)	
Fuel tank capacity	60 gal (227L)	60 gal (227L)	

	480-watt LEDs	350-watt LEDs	Metal halides
Fuel consumption*	0.31 gal/hr (1.17L/h)	0.25 gal/hr (0.096L/h)	0.49 gal/hr (1.86L/h)
Runtime before refueling*	Approx. 190 hrs	Approx. 240 hrs	Approx. 120 hrs

Output power

Output*	6 kW or 8 kW
Voltage*	120 Vac or 240 Vac
Amperage	50 A @ 120V, 25 A @ 240V
Frequency*	60 Hz or 50 Hz
Voltage regulation	±6%, no load to full load

*Depending on model **Continuous intensity for LEDs, initial intensity for metal halides



WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco and the Wanco logo are registered trademarks of Wanco Inc. All other trademarks are property of their respective owners.

©2019 Wanco Inc. All rights reserved. Printed in the USA. | WPB0081 November 2019

Printed on recycled paper



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase two (2) tow behind brooms

RECOMMENDED ACTION:

Request Board: A) declare United Rentals of Ridgecrest, CA the successful bidder for Tow Brooms per Bid No. RD20-07; and B) authorize the purchase of two (2) new 2020 MB Model 53MH tow behind brooms from United Rentals of Ridgecrest, CA in an amount not to exceed \$57,236.80.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for tow behind brooms in October, 2020 to be used for maintenance operations. Bids were opened on November 4th, 2020 and three bids were received:

United Rentals of Bakersfield, CA	\$57,236.80
Sequoia Equipment Company of Bakersfield, CA	\$73,539.38
Stotz Equipment of Montclair, CA	\$65,943.00

The Road Department has reviewed the bids for responsiveness. The Road Department recommends your Board authorize the purchase of two (2) new 2020 MB Model 53MH Tow Behind Brooms from United Rentals of Ridgecrest, CA to be delivered to the Inyo County Road Yard at 750 South Clay Street, Independence. The total expense, including delivery and tax, is not to exceed \$57,236.80.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended because new tow brooms are needed for keeping up with on going road maintenance needs.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for tow brooms will be paid from the Road Department Budget 034600, Object Code 5650 - Equipment.

ATTACHMENTS:

1. Bid Tab - Tow Brooms
2. Bid RD20-07 - United Rentals

APPROVALS:

Trevor Taylor	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/27/2020
Trevor Taylor	Approved - 11/10/2020
Breanne Nelums	Approved - 11/10/2020
Chris Cash	Approved - 11/10/2020
Marshall Rudolph	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Michael Errante	Final Approval - 11/10/2020

COUNTY OF INYO BID TABULATION

Bid Opening: RD20-07- Tow Brooms

Bid Opening Date: November 4, 2020 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond
1.	United Rentals	\$ 57,236.80	
2.	Sequoia Equipment Company	\$ 73,539.38	
3.	Stotz Equipment	\$ 65,943.00	
4.			
5.			

Opened By: Emma Bills / Darcy Ellis

Present: Monica Tinker
Chris Cash
Travis Dean





County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders

FROM: Inyo County Public Works – Road Department

RE: Request for Bid #RD20-07 – **Tow Brooms**

DATE: October 9, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for **TWO (2) New MB Model 53MH Tow Behind Brooms or equal** for the Inyo County Road Department.

The deadline for submitting your bid is **November 4, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Trevor Taylor at ttaylor@inyocounty.us. Should it be found necessary, a written addendum will be posted on the website www.inyocounty.us/Bid_Packages.html. It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

A handwritten signature in black ink, appearing to read "Trevor Taylor", is written over a horizontal line.

Trevor Taylor
Engineering Assistant

BID # RD20-07 – Tow Brooms

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: **November 4th, 2020** TIME: **3:30 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

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

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD20-07 – Tow Brooms

The purpose of this specification is to describe a new MB Model 53MH Tow Behind Broom. It is required that the unit(s) will be delivered FOB Inyo County Road Department, **750 S. Clay Street, Independence, CA 93526** ready to operate. The use of a brand name does not indicate preference for that brand. It is intended to establish a level of quality, function and reliability.

I. BID ITEM(S)

The County of Inyo is requesting bids for TWO (2) NEW MB MODEL 53MH TOW BEHIND BROOMS.

II. MINIMUM BID SPECIFICATIONS

Sequentially number any exceptions and explain on a separate sheet if needed. If you would like to submit a product as an “or equal”, provide full specifications and a request a minimum of 7 days before the bid opening date. Email these requests to ttaylor@inyocounty.us.

DESCRIPTION (Place an "X" /number in the appropriate column)	COMPLY	EXCEPTION
GENERAL:		
New MB Model 53MH self-contained, hydraulically driven rotary angle broom	X	
Broom speed up to 275 RPM, Max sweeping speeds up to 20mph	X	
MAIN FRAME:		
15" automotive type wheels with 5 or 6 bolt, 5.5" pattern	X	
Automotive type hubs with high-speed tapered roller bearings equipped with grease caps and seals	X	
Welded 5" square tubular backbone and vertical support	X	
Adjustable hitch height of 16" to 30" from ground	X	
BRUSH:		
32" O.D x 10" I.D poly/wire wafer style brush	X	
Brush core can be installed with either end to the left or right with no effect on sweeping performance	X	
Brush and core assembly can be removed from frame without disconnecting hoses from drive motor(s)	X	
BRUSH FRAME:		
3 ½ " O.D. round tubular cross member Two brush arms formed from ¼" steel plate Rectangular front support bar for additional frame strength	X	
BRUSH HOOD:		
Manufactured from 16- Gauge steel with formed edge fold for additional strength, 12-Gauge steel end plates Hood covers 145° of brush Pre-drilled holes for easy installation of front deflector	X	
BRUSH LIFT:		
Lift provided by a single hydraulic cylinder Brush pattern is adjustable by means of a threaded shaft on the lift cylinder, Broom head can be locked for transportation	X	

BRUSH DRIVE:		
Standard with dual low-speed, high-torque, 18 c.i.d hydraulic motors coupled directly to the brush core by means of a 5-5/16" poly hexagonal hub Motors are recessed into brush frame to protect from collision	X	
ENGINE/HYDRAULIC SYSTEM:		
Powered by a 23.5 HP air-cooled gasoline engine Gear-type pump coupled directly to the engine Two-spool valve on frame (with built-in relief) controls broom lift and brush rotation	X	
13 gallon reservoir and spin-on oil filter with fuel level gauge Automotive type 12V battery secured in a covered container Engine air filter/cleaner	X	
FINISH:		
Steel surfaces undergo a phosphatizing acid bath to clean and etch the surfaces to provide superior adhesion	X	
Epoxy primer and polyurethane topcoat	X	
OPTIONS:		
7-foot Broom, Combo (poly/wire) brush	X	
Deflector	X	
150 gallon sprinkler system	X	
Sight Indicators	X	
Electric Brakes	N/A	X
Wireless remote control for angle, lift, broom on/off, engine speed, strobe, and sprinkler	N/A	X
Elevated centrifugal air precleaner	X	
Fenders	X	
2-5/16 Ball hitch in place of pintle	X	
Rotating beacon lights	X	
LED stop/tail/turn signal, clearance lights	X	
Electric trailer brakes w/ parking brake	X	
Hour meter	X	
Mounted spare tire	X	
DELIVERY REQUIREMENTS:		
Tow Brooms and all specified attachments shall be delivered to 750 S. Clay Street, Independence, CA 93526.	X	

III. EXCEPTIONS

Explain any and all exceptions identified in Section II, above (attach additional sheets if necessary)

Electric Brakes + wireless remote are no longer available from the manufacturer.

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below.

- 1. Tow Behind Broom Type (Year, Make, and Model): 2020 MB 53MH
- 2. UNIT PRICE: \$ 24,310.00
- 3. SUBTOTAL for TWO (2) Units: \$ 48,620.00
- 4. SALES TAX (Inyo County @ 7.75%): \$ 4,116.80
- 5. DELIVERY to Inyo County Road Department
FOB 750 S. Clay Street, Independence, CA 93526 \$ 4,500.00

TOTAL PRICE.....\$ 57,236.80

BIDDER:

Company Name: UNITED RENTALS

Contact Name: BRIAN WATTERS

Address: 1241 W INYOKERN RD

City / State / Zip: RIDGECREST, CA 93555

Phone Number: 760-499-9143 Fax Number: 866-922-6659

Email Address: BWATTERS@UR.COM

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: [Signature] Title: TERRITORY MANAGER

Date: NOV 04, 2020



This bid was received on 11-4-2020 2:01
 20
 ATTEST: Clint Gullter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By _____ Assistant

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “BID NO. RD20-07 – Tow Brooms” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 4th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.



BRANCH 555
1241 WEST INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628

187787260

Job Site

INYO COUNTY ROAD DEPT
750 SOUTH CLAY
x:NONE@NONE
INDEPENDENCE CA 93526
Office: 760-878-0202 **Cell:** 760-878-0077

Customer # : 477388
Quote Date : 11/04/20

UR Job Loc : 750 SOUTH CLAY, INDE
UR Job # : 5
Customer Job ID: 5
P.O. # : RD20-07
Ordered By : TREVOR TAYLOR
Written By : BRIAN WATERS
Salesperson : BRIAN WATERS

INYO COUNTY ROAD DEPT
PO BOX Q
INDEPENDENCE CA 93526-0616

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount		
2	7500150 CC: 750-0150 SWEEPER ROAD BROOM PULL	24310.00	48620.00		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	FR NEW EQUIP	MCI	EA	4500.00	4500.00
	FREIGHT NEW EQUIP SALE				
	UM: (EA) EACH				
Sub-total:					53120.00
Tax:					4116.80
Total:					57236.80

CONTACT: CHRIS CASH
CELL#: 760-878-0077

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase emulsified asphalt

RECOMMENDED ACTION:

Request Board: A) declare Environmental Concepts of Tehachapi, CA the successful bidder for Asphaltic Emulsion per Bid No. RD20-08; and B) authorize the purchase of twelve (12) 250 gallon capacity totes of SS-1H asphaltic emulsion from Environmental Concepts of Tehachapi, CA in an amount not to exceed \$21,108.75.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids for asphaltic emulsion in October, 2020 for road paving and maintenance needs. Bids were opened on November 4th, 2020 and one bid was received:

Pavement Preservation Specialties, Inc. dba Environmental Concepts	\$21,108.75
--	-------------

The Road Department has reviewed the bid for responsiveness is recommending your Board authorize the purchase of twelve (12) 250 gallon capacity totes of SS-1H asphaltic emulsion from Environmental Concepts to be picked up at the material plant in Bakersfield. The total expense including tax is not to exceed \$21,108.75.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as this product is needed for any asphalt work that the Road Department undertakes and having the option for will-call filling of totes will ensure that material needs are met through the coming spring.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for emulsified asphalt will be paid out of the Road Department Budget 034600, Object Code 5309 - Road Materials.

ATTACHMENTS:

1. Bid Tab - Asphaltic Emulsion
2. BID RD20-08 - Environmental Concepts

APPROVALS:

Trevor Taylor	Created/Initiated - 10/27/2020
Darcy Ellis	Approved - 10/27/2020
Trevor Taylor	Approved - 11/10/2020
Breanne Nelums	Approved - 11/10/2020
Chris Cash	Approved - 11/10/2020
Marshall Rudolph	Approved - 11/10/2020
Amy Shepherd	Approved - 11/10/2020
Michael Errante	Final Approval - 11/10/2020

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD20-08

Bid Opening Date: 11/4/20

Location: County Admin Center

	BIDDER NAME	Bid
1	Environmental Concepts	\$21,108.75
2		
3		
4		
5		
6		
7		
8		
9		
10		

Opened By: Darcy Ellis

Present: Emma Bills





County of Inyo
DEPARTMENT OF PUBLIC WORKS
Drawer Q, Independence, CA 93526
Main (760) 878-0201 Fax (760) 878-2001

MEMORANDUM

TO: Prospective Bidders

FROM: Inyo County Public Works – Road Department

RE: Request for Bid #RD20-08 – Asphaltic Emulsion

DATE: October 16, 2020

Enclosed you will find the necessary information for preparing and submitting your bid for providing **250 gallon capacity totes of CSS-1H Asphaltic Emulsion** to the Inyo County Road Department.

The deadline for submitting your bid is **November 4, 2020 at 3:30 P.M.**

If you have further questions, please email inquiries to Trevor Taylor at ttaylor@inyocounty.us. Should it be found necessary, a written addendum will be posted on the website www.inyocounty.us/Bid_Packages.html. It will be the responsibility of interested parties to visit the website frequently to ensure receipt of any new information that may be made available.

Trevor Taylor
Engineering Assistant



County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

October 19, 2020

Addendum No. 1

Bid No. RD20-08


ASPHALTIC EMULSION

To: ALL BIDDERS

Please include Addendum No. 1 as part of the bid package for the above referenced bid number and acknowledge this addendum by signing and including as part of your bid:

1. This addendum replaces all references to CSS-1H asphaltic emulsion with SS-1H asphaltic emulsion. The referenced Caltrans Standard Specification section still applies. For questions or comments regarding this addendum contact Trevor Taylor at ttaylor@inyocounty.us or 760-878-0347.

We hereby acknowledge Addendum No. 1



Signature of Bidder and Date

10/19/2020


BID # RD20-08 – Asphaltic Emulsion

RETURN BIDS TO: Inyo County Board Clerk
P.O. Drawer N, Independence, CA 93526.

BID OPENING: DATE: **November 4th, 2020** TIME: **3:30 P.M.**

PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED. MAKE YOUR BID OR QUOTATION IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the Inyo County Board Clerk by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**



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

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent to and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the bidder must strike out the words "or equal". If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with bid number on outside, and must be submitted to Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than ten days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidder's expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet the specifications will be paid for by the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within ninety (90) days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from our mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where shipping papers show the consignee as County of Inyo, as such, papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. Small businesses are entitled to contracting and or purchase preference. A small business (as defined by ordinance) is entitled to a preference if its bid is within 5% of the base price of the low bid received and will be treated as the low bidder.
20. Local businesses are entitled to contracting and or purchase preference. A local business (as defined by ordinance) is entitled to a preference if its bid is within 8% based on the base price of the low bid received and will be treated as the low bidder. To be eligible for the preferences, a local business must provide a certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD20-08 – Asphaltic Emulsion

The purpose of this specification is to describe the requirements involved in providing 250 gallon totes of CSS-1H Asphaltic Emulsion to the Inyo County Road Department. The intent of this request for bids is to purchase eight (8) new totes of emulsion as well as establish a cost for refilling 4 empty totes with the same material. Specified product will be picked up by the Inyo County Road Department FOB at the material plant. Material plant/ re-fill location must be within 200 road miles of Independence, CA for a bid to be considered.

I. PRODUCT

CSS-1H asphaltic emulsion shall conform to the 2018 Standard Specification, State of California, Department of Transportation, Section 94 – Asphaltic Emulsions. Vendor shall furnish a certificate of compliance in accordance with this section showing that the material conforms to specification requirements. If the material when sampled and tested, fails to meet any of the specification requirements, the Vendor shall immediately replace any of such material remaining unused with material that meets the specification. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests. The product shall be provided in 250 gallon bulk capacity totes.

II. PICK-UP REQUIREMENTS

Eight (8) new totes of product will be picked up (4 totes at one time) FOB the material plant. Pick-up location must be within 200 road miles of Independence, CA. This bid also establishes pricing for refilling four (4) additional empty totes if needed. Specify lead time needed for refilling empty totes as well as the amount of time pricing will remain valid and in effect.

III. EXCEPTIONS

Explain any exceptions to the requirements above (attach additional sheets if necessary)

* ENVIRONMENTAL CONCERNS AND/OR THE PLANT WILL NOT RETURN ANY MATERIAL DUE TO MISS HANDLING FROM COUNTY PERSONNEL.
* PRICING IS FIRM UNTIL APRIL 1, 2021

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below. I understand that the County is not obligated to order the refilling of the four empty totes but pricing is established should the need arise.

1. New 250 gallon tote of CSS1-H Asphaltic Emulsion:

a. UNIT PRICE:

\$ 1675⁰⁰

b. EXTENDED COST for Eight (8) Units:

\$ 13,400⁰⁰

2. Refill of 250 gallon tote with CSS1-H Asphaltic Emulsion:

a. UNIT PRICE:

\$ 1525⁰⁰

b. EXTENDED COST for Four (4) Units:

\$ 6,100⁰⁰

3. SUBTOTAL:

\$ 19,500⁰⁰

4. SALES TAX (@ 8.25%)

\$ 1,608.75

TOTAL PRICE.....

\$ 21,108.75

*WILL CALL FROM PLANT

BIDDER:

PAVEMENT PRESERVATION SPECIALTIES, INC.
DBA ENVIRONMENTAL CONCEPTS

Company Name: _____



Contact Name: Nancy Davis

27801 HALE COURT
TEHACHAPI, CA 93561

Address: _____

City / State / Zip: _____

Phone Number: 661 822 0472

Fax Number: 661 822 3218

Email Address: envconcepts@bak.rr.com

V. CERTIFICATION

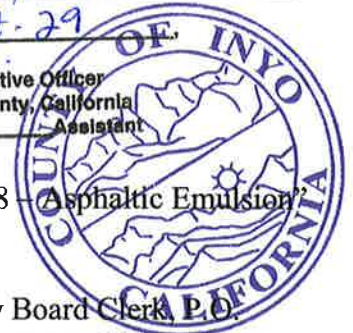
In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: Nancy Davis

Title: President

Date: 10/27/2020

This bid was received on Oct-29 2020 @ 4:02 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By: [Signature] Assistant



VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD20-08 Asphaltic Emulsion" and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on November 4th, 2020.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Ashley Helms

SUBJECT: Right of Way Acquisitions for the Walker Creek Road Bridge Replacement Project

RECOMMENDED ACTION:

Request Board:

- A) approve the purchase agreement between the County of Inyo and the Indian Wells Water District, a public agency, of Ridgecrest, CA for the purchase of a highway easement deed in an amount not to exceed \$1,300, and authorize the Public Works Director to sign;
- B) approve the purchase agreement between the County of Inyo and Jose M. Nunez and Maria G. Nunez for the purchase of a highway easement deed in an amount not to exceed \$1,000, and authorize the Public Works Director to sign;
- C) approve Resolution No. 2020-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
- D) approve Resolution No. 2020-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Walker Creek Road Bridge Replacement Project (project) is 100% funded through the Highway Bridge Program, a Federal Highway Administration program administered locally by Caltrans District 9. The project will replace the functionally obsolete 9 foot wide bridge, located west of Olancho. The new bridge will be constructed approximately 375 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction; the roadway realignment impacts four undeveloped parcels. The sub-consultant responsible for Right of Way Acquisition has completed appraisals of the permanent road easements and temporary construction easements, and has negotiated the purchase agreements with the property owners. This agenda item brings two of the acquisitions to the Board for approval and acceptance, the remaining two will follow shortly.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the purchase agreements and highway easement deeds, this is not recommended because the federally funded bridge replacement project cannot be constructed without the right of way acquisitions.

OTHER AGENCY INVOLVEMENT:

Caltrans and the Federal Highway Administration

FINANCING:

The costs associated with the purchase agreements will be paid out of Budget 034601 (Road Projects - State Funded), Object Code 5736 (Walker Creek). One hundred percent of these expenses are federally reimbursable.

ATTACHMENTS:

1. IWVWD Purchase Agreement
2. IWWD Highway Easement Deed
3. IWWD Resolution No. 2020-43
4. Nunez Purchase Agreement
5. Nunez Highway Easement Deed
6. Nunez Resolution No. 2020-44

APPROVALS:

Ashley Helms	Created/Initiated - 10/30/2020
Darcy Ellis	Approved - 11/2/2020
Ashley Helms	Approved - 11/3/2020
Breanne Nelums	Approved - 11/3/2020
Michael Errante	Approved - 11/3/2020
Marshall Rudolph	Approved - 11/3/2020
Amy Shepherd	Approved - 11/3/2020
Michele Hartshorn	Approved - 11/12/2020
Michael Errante	Final Approval - 11/12/2020

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Indian Wells Water District, a public agency, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-490-02 described and delineated in the form of the Highway Easement Deed attached as Exhibit A and the Temporary Construction Easement attached as Exhibit B.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed and Temporary Construction Easement for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,300.00 (rounded) ONE THOUSAND THREE HUNDRED DOLLARS for the Permanent Roadway Easement Area and the Temporary Construction Easement on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,300 (rounded) for 64,863± SF Permanent Roadway Easement and 20,438± SF Temporary Construction Easement
 - (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-346557.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the grantor(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the grantor(s) retain(s) (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned Grantor warrants that he is the owner in fee simple of the property affected by the Permanent Access Easement and the Temporary Construction Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. Permission is hereby granted to GRANTEE and its authorized agents to enter upon GRANTOR's land where necessary (Assessor's Parcel No. 033-490-02) within that certain area as shown on the map marked "Exhibits A and B" attached hereto and made a part hereof and identified as Temporary Construction Easements for the purpose of undertaking and facilitating the work described herein and the construction of the Walker Creek Road Bridge Replacement Project. It is mutually agreed and understood by the GRANTOR and by County as follows;
 - A. Temporary Construction Easements shall commence on December 31, 2020 or the date the amount of funds as specified in Clause 2A. herein are paid to GRANTOR, whichever occurs later. Said Temporary Construction Easement shall terminate upon the completion of construction, or 24 months from effective date in any event no longer than December 31, 2022.
 - B. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE'S operations under this AGREEMENT and GRANTEE will, at its option, either repair or pay for such damage.
 - C. GRANTEE agrees that GRANTOR(s) will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

residency or business operations. GRANTEE will notify GRANTOR(s) at least 15-days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE and GRANTEE'S Agents shall not impair GRANTOR(s) use or access to the remainder property and will not park or store vehicles, debris or equipment on GRANTOR(s) remainder property unless GRANTOR(s) written permission is obtained in advance.


12. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
14. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
15. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Temporary Construction Easement Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
16. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
17. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ 2020.

GRANTOR(s): Indian Wells Water District, a public agency

By: 
Donald M. Zdeba
General Manager

APPROVED: County of Inyo

By: _____
Michael Errante, P.E.
Public Works Director

Date: _____

RECOMMENDATION AND APPROVAL:

By: 
Suzzan Hunt Arnold
Senior Acquisition Agent

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

EXHIBIT "A"
ATTACHED HERETO

Free Recording Pursuant to Gov't
Code § 27382 Requested By: Inyo
County Board of Supervisors

When Recorded Mail To:
Inyo County Public Works
168 N. Edwards St.
PO Box Q
Independence, CA

Above space for Recorder's Use Only

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Indian Wells Water District, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: _____

By: _____

Donald M. Zdeba
General Manager

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Indian Wells Water District, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated:

Matt Kingsley
Chairman, Inyo County Board of Supervisors

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS, AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, SAID SOUTHERLY MOST CORNER BEING ON THE WEST LINE OF SECTION 29; THENCE ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 49.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 108.07 FEET; THENCE LEAVING SAID WEST LINE AND ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 35° 04' 42" EAST, A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 54° 47' 01", AND A LENGTH OF 196.01 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 44.99 FEET; THENCE NORTH 11° 47' 48" WEST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 38° 09' 52", AND A LENGTH OF 109.24 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF A TWENTY (20) FOOT WIDE ROADWAY EASEMENT GRANTED TO THE COUNTY OF INYO AND RECORDED ON JULY 7, 1982 AS DOCUMENT NO. 82-2902, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 35' 44" EAST, 85.11 FEET; THENCE LEAVING SAID SOUTH LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF NORTH 40° 05' 42" WEST, A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 61° 42' 06", AND A LENGTH OF 103.38 FEET; THENCE SOUTH 11° 47' 48" EAST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 59.16 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 55° 20' 54", AND A LENGTH OF 284.97 FEET; THENCE SOUTH 55° 29' 11" WEST, 57.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 64,863 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

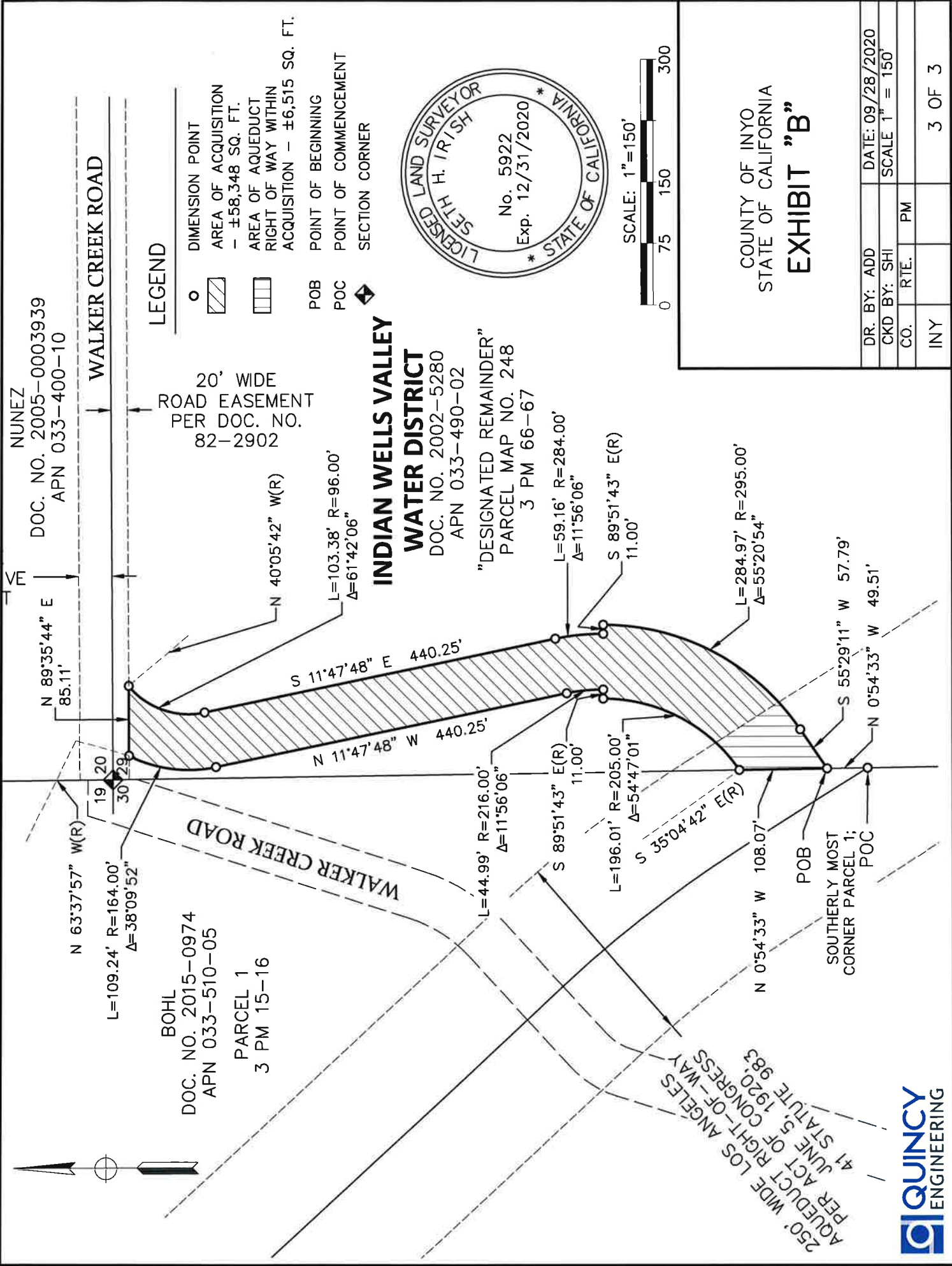
APN 033-490-02 PORTION.

09/28/2020

SETH H. IRISH
PLS 5922

DATE





GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

EXHIBIT "B"
ATTACHED HERETO

LEGEND

- DIMENSION POINT
- TEMPORARY CONSTRUCTION EASEMENT
- LOS ANGELES DEPARTMENT OF WATER AND POWER
- ▨ AREA OF TCE WITHIN LADWP
- ▨ RIGHT-OF-WAY - ±17,862 SQ. FT.
- ▨ AREA OF TCE OUTSIDE LADWP
- ▨ RIGHT-OF-WAY - ±2,576 SQ. FT.



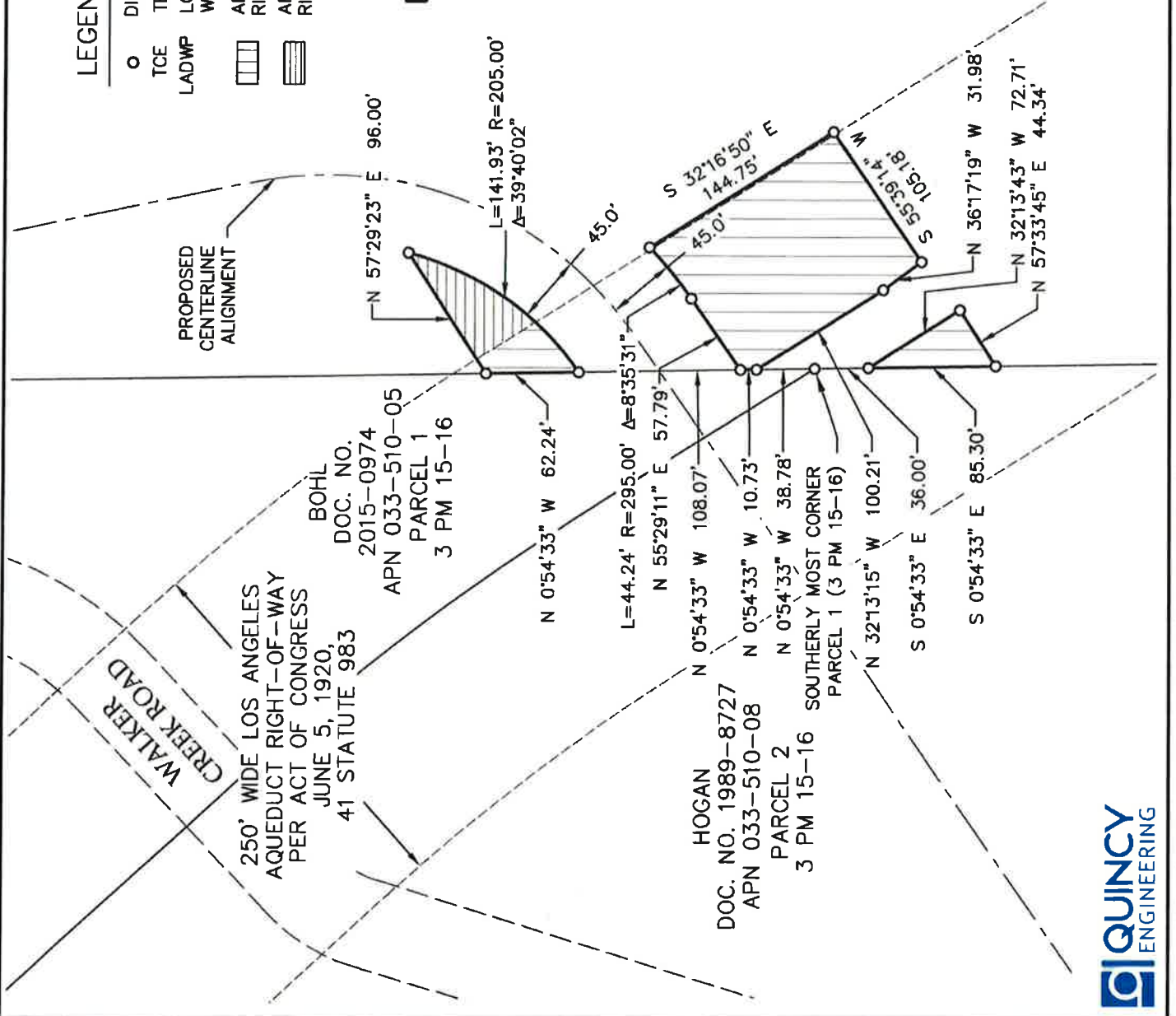
**INDIAN WELLS VALLEY
WATER DISTRICT**

DOC. NO. 2002-5280
 APN 033-490-02
 "DESIGNATED REMAINDER"
 PARCEL MAP NO. 248
 3 PM 66-67



COUNTY OF INYO
 STATE OF CALIFORNIA
EXHIBIT
**TEMPORARY CONSTRUCTION
EASEMENT**

DR. BY: ADD	DATE: 01/15/20
CKD BY: JAT	SCALE 1" = 100'
CO. RTE. PM	
INYO	1 OF 1



Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors

When Recorded Mail To:
Inyo County Public Works
168 N. Edwards St.
PO Box Q
Independence, CA

Above space for Recorder's Use Only

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Indian Wells Water District, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: 23 September 2020

By: 
Donald M. Zdeba
General Manager

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Kern)
On 9-23-2020 before me, Lauren Duffy, Notary
Date Here Insert Name and Title of the Officer
personally appeared Donald Zoliba
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Indian Wells Water District, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated:

Matt Kingsley
Chairman, Inyo County Board of Supervisors

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS, AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, SAID SOUTHERLY MOST CORNER BEING ON THE WEST LINE OF SECTION 29; THENCE ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 49.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 108.07 FEET; THENCE LEAVING SAID WEST LINE AND ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 35° 04' 42" EAST, A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 54° 47' 01", AND A LENGTH OF 196.01 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 44.99 FEET; THENCE NORTH 11° 47' 48" WEST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 38° 09' 52", AND A LENGTH OF 109.24 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF A TWENTY (20) FOOT WIDE ROADWAY EASEMENT GRANTED TO THE COUNTY OF INYO AND RECORDED ON JULY 7, 1982 AS DOCUMENT NO. 82-2902, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 35' 44" EAST, 85.11 FEET; THENCE LEAVING SAID SOUTH LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF NORTH 40° 05' 42" WEST, A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 61° 42' 06", AND A LENGTH OF 103.38 FEET; THENCE SOUTH 11° 47' 48" EAST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 59.16 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 55° 20' 54", AND A LENGTH OF 284.97 FEET; THENCE SOUTH 55° 29' 11" WEST, 57.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 64,863 SQUARE FEET, MORE OR LESS.

COPY

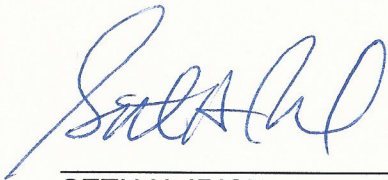
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-490-02 PORTION.



09/29/2020

SETH H. IRISH
PLS 5922

DATE



COPY



NUNEZ
 DOC. NO. 2005-0003939
 APN 033-400-10

BOHL
 DOC. NO. 2015-0974
 APN 033-510-05
 PARCEL 1
 3 PM 15-16

WALKER CREEK ROAD

LEGEND

- DIMENSION POINT
- AREA OF ACQUISITION - ±58,348 SQ. FT.
- AREA OF AQUEDUCT RIGHT OF WAY WITHIN ACQUISITION - ±6,515 SQ. FT.
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SECTION CORNER

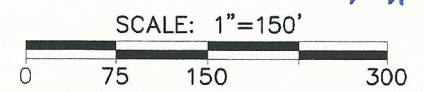
20' WIDE
 ROAD EASEMENT
 PER DOC. NO.
 82-2902

INDIAN WELLS VALLEY

WATER DISTRICT

DOC. NO. 2002-5280
 APN 033-490-02

"DESIGNATED REMAINDER"
 PARCEL MAP NO. 248
 3 PM 66-67



COUNTY OF INYO
 STATE OF CALIFORNIA
EXHIBIT "B"

DR. BY: ADD		DATE: 09/29/2020	
CKD BY: SHI		SCALE 1" = 150'	
CO.	RTE.	PM	
INYO			3 OF 3

250' WIDE LOS ANGELES
 AQUEDUCT RIGHT-OF-WAY
 PER ACT OF CONGRESS
 JUNE 5, 1920,
 41 STATUTE 983

POB
 SOUTHERLY MOST
 CORNER PARCEL 1;
 POC
 N 0°54'33" W 108.07'
 S 55°29'11" W 57.79'
 N 0°54'33" W 49.51'

L=109.24' R=164.00'
 $\Delta=38^{\circ}09'52''$

N 63°37'57" W(R)

N 89°35'44" E
 85.11'

WALKER CREEK ROAD

N 40°05'42" W(R)

L=103.38' R=96.00'
 $\Delta=61^{\circ}42'06''$

N 11°47'48" W 440.25'
 S 11°47'48" E 440.25'

L=44.99' R=216.00'
 $\Delta=11^{\circ}56'06''$

S 89°51'43" E(R)
 11.00'

L=59.16' R=284.00'
 $\Delta=11^{\circ}56'06''$

L=196.01' R=205.00'
 $\Delta=54^{\circ}47'01''$

S 89°51'43" E(R)
 11.00'

S 35°04'42" E(R)

L=284.97' R=295.00'
 $\Delta=55^{\circ}20'54''$

COPY



RESOLUTION NO. 20-43

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 033-490-02 FOR
THE REALIGNMENT OF A PORTION OF WALKER CREEK ROAD

WHEREAS, the Indian Wells Water District (“Grantor”), as owners of the property located at APN 033-490-02 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantor; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Matt Kingsley, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-400-10 described and delineated in the form of a Permanent Roadway Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR(s) are compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,000 (rounded) for 13,025± SF Permanent Roadway Easement

- (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-346569.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR(s) may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR(s) agree to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR(s) for a period exceeding one month. GRANTOR(s) acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR(s), prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR(s) agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR(s) acknowledge that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

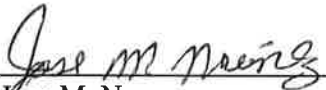
8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR(s) retain (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Roadway Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
12. This AGREEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter of this AGREEMENT and may not be modified except by an instrument in writing signed by the party to be bound thereby.
13. If any term or provision of this AGREEMENT shall be held to be invalid or unenforceable, the remainder of the AGREEMENT shall remain in full force and effect.
14. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Permanent Roadway Easement, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
15. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
16. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ **2020.**

GRANTOR(s): Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants

By: 
Jose M. Nunez


By: 
Maria G. Nunez

APPROVED: County of Inyo

By: _____
Michael Errante, P.E.
Public Works Director

Date: _____

RECOMMENDATION AND APPROVAL:

By: 
Suzzan Hunt Arnold
Senior Acquisition Agent

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

EXHIBIT A

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO JOSE M. NUNEZ AND MARIA G. NUNEZ RECORDED ON SEPTEMBER 19, 2005 AS DOCUMENT NO. 2005-0003939, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-400-10 PORTION.

 09/29/2020

SETH H. IRISH
PLS 5922

DATE





NUNEZ

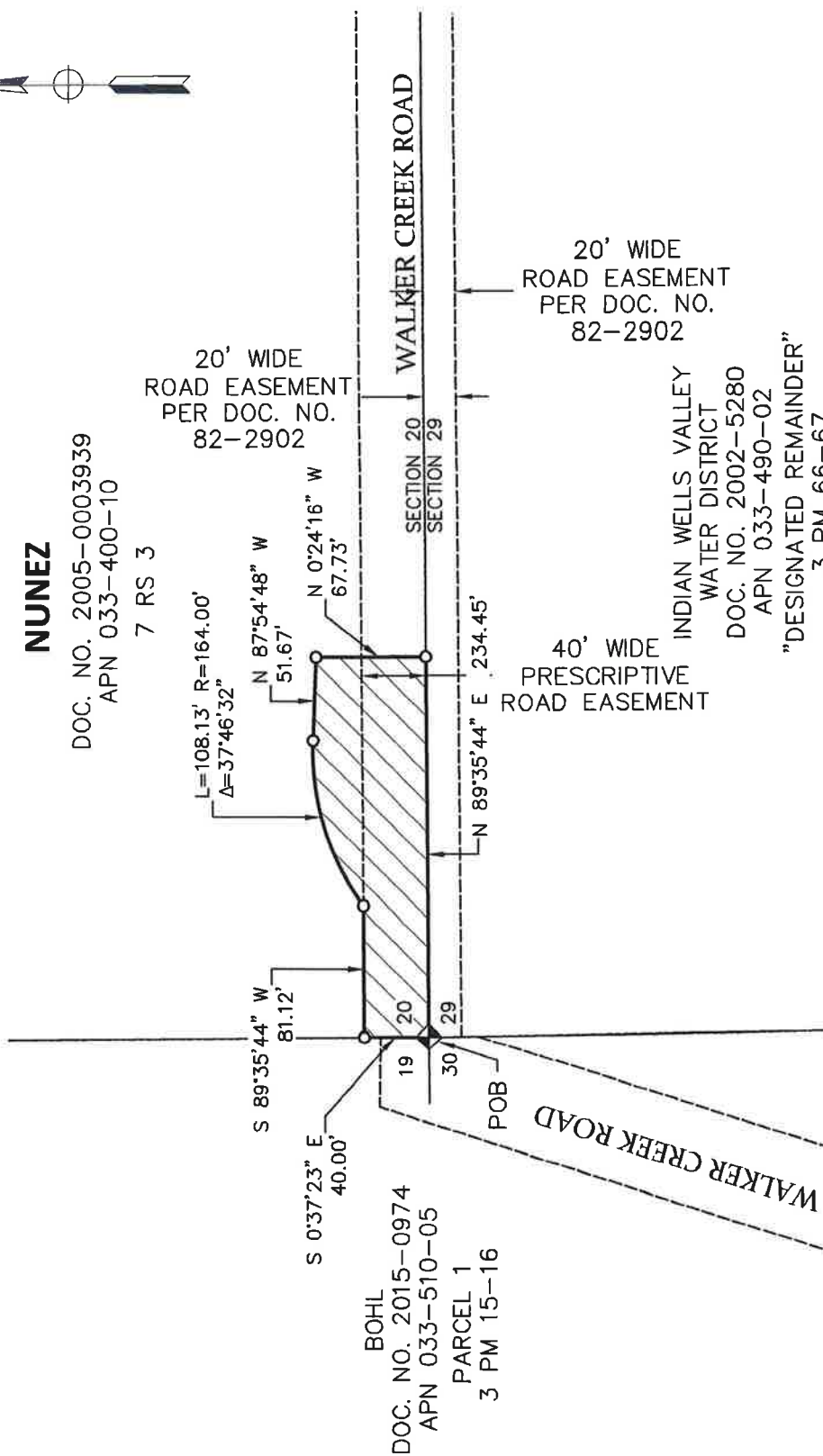
DOC. NO. 2005-0003939
 APN 033-400-10
 7 RS 3

20' WIDE
 ROAD EASEMENT
 PER DOC. NO.
 82-2902

20' WIDE
 ROAD EASEMENT
 PER DOC. NO.
 82-2902

40' WIDE
 PRESCRIPTIVE
 ROAD EASEMENT

INDIAN WELLS VALLEY
 WATER DISTRICT
 DOC. NO. 2002-5280
 APN 033-490-02
 "DESIGNATED REMAINDER"
 3 PM 66-67

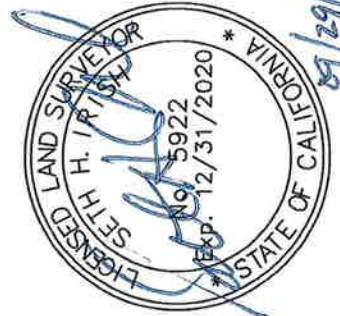


BOHL
 DOC. NO. 2015-0974
 APN 033-510-05
 PARCEL 1
 3 PM 15-16

LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER

SCALE: 1"=100'



COUNTY OF INYO
 STATE OF CALIFORNIA
EXHIBIT "B"

DR. BY: ADD	DATE: 09/29/2020
CKD BY: SHI	SCALE 1" = 100'
CO. RTE. PM	
INY	2 OF 2

Free Recording Pursuant to Gov't
Code § 27382 Requested By: Inyo
County Board of Supervisors

When Recorded Mail To:
Inyo County Public Works
168 N. Edwards St.
PO Box Q
Independence, CA

Above space for Recorder's Use Only

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this _____ day of _____, 2020, by and between Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

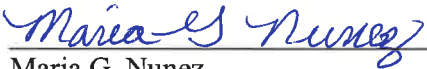
IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: 09-23-2020



Jose M. Nunez

Dated: 9-23-2020



Maria G. Nunez

Dated: _____

Michael Errante
Director, Inyo County Public Works

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

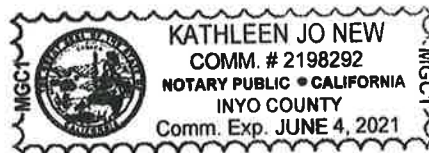
State of California
County of Inyo)

On Setp. 23, 2020 before me, Kathleen Jo New, Notary Public
(insert name and title of the officer)

personally appeared Jose Manuel Nunez and Maria G. Marquez Nunez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen Jo New (Seal)

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO JOSE M. NUNEZ AND MARIA G. NUNEZ RECORDED ON SEPTEMBER 19, 2005 AS DOCUMENT NO. 2005-0003939, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27' 37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-400-10 PORTION.

 09/29/2020

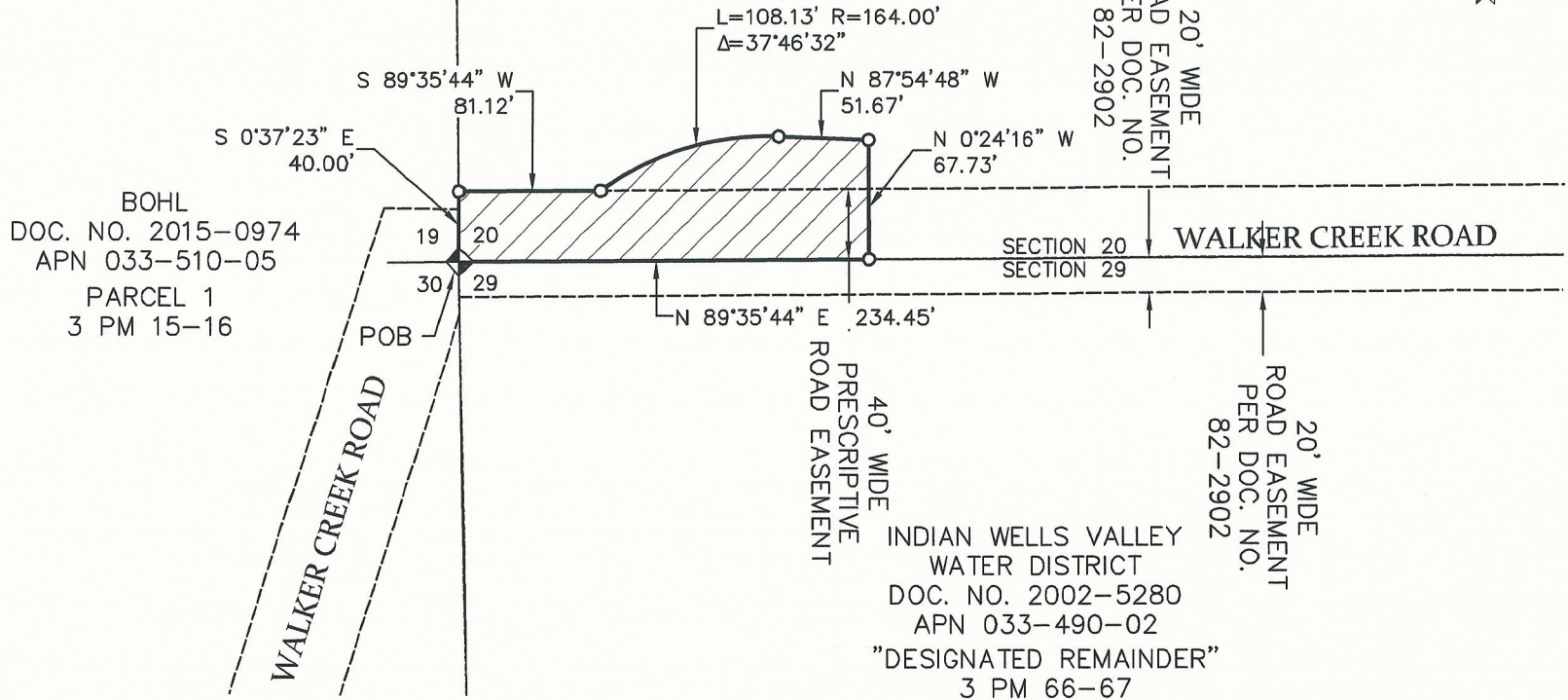
SETH H. IRISH
PLS 5922

DATE



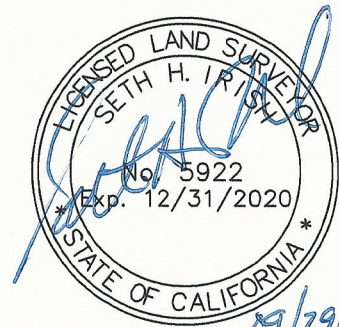
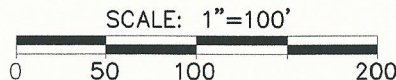
NUNEZ

DOC. NO. 2005-0003939
 APN 033-400-10
 7 RS 3



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



COUNTY OF INYO
 STATE OF CALIFORNIA
EXHIBIT "B"

DR. BY: ADD		DATE: 09/29/2020	
CKD BY: SHI		SCALE 1" = 100'	
CO.	RTE.	PM	
INYO			2 OF 2

COPY

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated:

Matt Kingsley
Chairman, Inyo County Board of Supervisors

RESOLUTION NO. 20-44

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 033-400-10 FOR
THE REALIGNMENT OF A PORTION OF WALKER CREEK ROAD

WHEREAS, Jose M. Nunez and Maria G. Nunez (“Grantors”), as owners of the property located at APN 033-400-10 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantors; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Matt Kingsley, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board



Stovepipe Wells Developed Area Project • November 2020

Dear Friends,

The National Park Service is seeking feedback on improvements to the Stovepipe Wells Developed Area in Death Valley National Park (park) to improve visitor experience, safety, and park operations. The areas included in this effort are the Stovepipe Wells Village, Emigrant Junction, the Mesquite Flat Sand Dunes trailhead, Mosaic Canyon Road and trailhead, and the Devils Cornfield pullout.

The vision for these improvements is to increase and enhance recreation opportunities, improve vehicle and pedestrian safety, update utilities and infrastructure, rehabilitate historical buildings, and reduce impacts to park resources.

We invite you to participate in the planning process by submitting your ideas by December 23, 2020. We would like to hear your thoughts on the concepts, potential issues with park resources, visitor experience, as well as any other ideas you feel are relevant and important. We hope that you will join us in this important discussion regarding your public lands by submitting comments. Once we have received and considered your comments, we will move to the next phase, which will include assessing compliance needs under the National Environmental Policy Act (NEPA) and other environmental regulations. As we move forward with planning for the improvements at the Stovepipe Wells Developed Area, we encourage you to stay connected and be an active participant in this planning process.

Thank you for your interest and participation.

Mike Reynolds
Superintendent, Death Valley National Park



Airstrip

- The airstrip would be removed and replaced by a night sky viewing area.

Devils Cornfield

- Barriers would be installed at the pullout and along CA-190 to discourage off-road driving.
- New signs along CA-190 would improve visitor safety.

Emigrant Junction

- The historic ranger station would be rehabilitated. A short trail with interpretive wayside signs would provide access to the exterior of the ranger station and surrounding features built by the Civilian Conservation Corps.
- The historic comfort station would be rehabilitated, and the adjacent parking area would be realigned and repaved.
- To improve visitor safety, efforts would be taken to warn drivers of an upcoming developed area (e.g., signs, beacons, mumble strips), and a stop sign would be installed at the parking lot by the comfort station.
- The campground would receive minor improvements but remain rustic and semi-primitive.
- Operational improvements would include installing two trailer pads for campground hosts behind the ranger station; installing an off-grid solar power system; and replacing the water system and 5-mile-long waterline along Emigrant Canyon Road.

Stovepipe Wells

Mesquite Flat Sand Dunes

Devils Cornfield

Mosaic Canyon Trailhead

Mesquite Flat Sand Dunes

- A new trail would connect the Stovepipe Wells Village to Mesquite Flats Sand Dunes.
- The trailhead would be improved to encourage more focused visitor access to the dunes, including signs and benches.

Mosaic Canyon

- The existing unpaved two-lane Mosaic Canyon Road could be improved through a range of potential improvements to the road, up to paving it with asphalt. The final decision regarding the treatment of the road would consider the results of an evaluation of the road's historical significance and potential impacts to resources. It would be realigned where it connects to the parking area, and the parking would be better delineated.
- A vault toilet and better signage would be installed at the trailhead.

DRAFT for Inyo County

Emigrant Junction



Stovepipe Wells Village



Stovepipe Wells Campground

- The campground would be redesigned for separate tent and RV areas, to increase privacy at each site, provide picnic tables, shade structures, improve walking paths and traffic flow, and improve accessibility. A group site would be added. A second restroom would be constructed. This could result in a reduction in the number of sites, in order to stay within the existing campground's footprint.

Sewage Lagoons

Trail to Mesquite Flat Sand Dunes

Campground

Airport

General Store and Gas Station

CA-190

Pedestrian Projects

- A crosswalk and overhead lighting would be added across CA-190.
- Pedestrian walkways would be added.

Ranger Station & Gas Station

- A new ranger station would be constructed west of the General Store. The existing ranger station east of the gas station would be demolished.
- A day use area would be constructed near the new ranger station. The day use area would include picnic tables, trash receptacles, and shade structures.
- The gas station would be adapted to sell diesel by adding a second above-ground fuel tank and expanding the fuel dispensing area.

Hotel / Concession Area

Landscape Projects

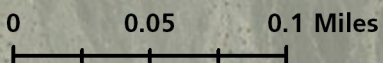
- Landscaping in the developed area would provide visitors with more shade and separation between areas.

Maintenance / Operations Area

Infrastructure Projects

- Operational improvements would include a new staff dormitory and the renovating of staff RV pads; expanding the fire and ambulance station to accommodate modern vehicles, a workshop, offices, and upgrades to the potable water and wastewater systems.

Water Treatment Plant





Guiding Questions for Public Comments

1. What suggestions do you have for us to consider when redesigning Stovepipe Wells Campground?
2. What suggestions do you have regarding the proposal to remove the airstrip and replace it with a night-sky viewing area?
3. We are considering changes to Mosaic Canyon Road which could include paving it. What suggestions do you have?
4. What other comments do you have about the proposed Stovepipe Wells Developed Area improvements at Stovepipe Wells Village, Emigrant Junction, the Mesquite Flat Sand Dunes, Mosaic Canyon, and Devils Cornfield?

Planning Process

The following table presents the planning timeline. Opportunities to comment are highlighted.

Planning Phase	Estimated Date
Civic Engagement / Comment Analysis*	November - December 2020
Refine Actions	January 2021
Prepare Compliance Documents	January - April 2021
Public Review of Compliance Documents	May - June 2021
Publish Decision	August 2021

* Indicates the current phase of the project

How to Comment

Public participation is an important element of the planning process, and we welcome your ideas, concerns, suggestions, and potential topics for consideration.

Please share your comments no later than December 23, 2020 online at <http://parkplanning.nps.gov/deva> or mail your comments to:

Stovepipe Wells Developed Area Improvements Project
 Superintendent, Death Valley National Park
 P.O. Box 579
 Death Valley, CA 923282

You should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. You may request that the NPS withhold your name and/or address from public disclosure. If you wish to do this, you must state this prominently at the beginning of your comment and make such a request by checking the box "keep my contact information private" on the website. The NPS will honor such requests to the extent allowable by law, but individuals should be aware that the NPS may still be required to disclose personal identifying information.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Cathreen Richards

SUBJECT:

RECOMMENDED ACTION:

Request Board receive a presentation from staff regarding a grant proposal from the Nature Conservancy to purchase property in Chicago Valley; review draft comment letters; provide comments; and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

A Pacific Flyway Conservation grant application (attached) was submitted to the WCB from the Nature Conservancy to obtain property in Chicago Valley. It is in the southeast part of the County located about 6-miles to the east of Shoshone (Maps attached). The initial proposal was to purchase eight parcels, but the most recent proposal has been changed to four, according to WCB staff. The other four parcels are being purchased out right by the nature conservancy without grant funding. A single 40-acre parcel has already been purchased by the Nature Conservancy that is adjacent to the parcels proposed for purchase. It was most currently owned by David Suculla, who had proposed to develop a cannabis cultivation project on it. The total acquisition of property is about 1,000 acres that has been owned by Charles Sorrells for many years.

The Conservancy is buying this land for the goal of wildlife habitat, open space and groundwater protection. There is a mesquite bosque on this land that is part of the largest intact block of mesquite in the eastern Mojave Desert. It provides habitat to local flora and fauna as well as for migrating birds. The Nature conservancy is also buying this property to prevent future development that may require groundwater use. This is, in part, in reaction to the cannabis cultivation project proposed on David Sucullo's 40-acre parcel. The Conditional Use Permit application for cannabis cultivation has been withdrawn. A statement provided in an e-mail from WCB staff indicates that the Nature Conservancy intends to continue to pay local property taxes to Inyo County on these parcels and that they have set funds aside for this in their long-term stewardship budget.

This grant request was scheduled to go before the WBC on November 18th, 2020, but has been delayed until February 2021. The County can still submit a letter to the WCB regarding the Nature Conservancy grant proposal. Staff recommends also sending a letter to the Nature Conservancy. Both are attached for the Boards review and comment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

Resources from the Planning Department's general budget are utilized to monitor planning related activities.

ATTACHMENTS:

1. The Nature Conservancy Chicago Valley Full Application Form
2. Vicinity Map
3. Parcels Map
4. Comment Letter 11.17.2020 Wildlife Conservation Board
5. Comment Letter 11.17.2020 Nature Conservancy

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 11/3/2020
Approved - 11/3/2020
Final Approval - 11/6/2020



Wildlife Conservation Board Pacific Flyway Conservation 2019 Full Application Form

PROJECT INFORMATION TABLES

Insert responses to every question. Use N/A where appropriate.

SUMMARY			
Title	Chicago Valley Acquisition		
Abstract	This 1,000-acre acquisition in Chicago Valley would protect valuable Pacific Flyway migratory bird habitat in the Amargosa watershed. Protecting this mesquite habitat is essential to foraging and nesting Pacific Flyway migrants. This acquisition would also prevent inappropriate use of the groundwater aquifer that supports both the mesquite habitat and the important habitat in the nearby Wild and Scenic Amargosa River.		
Total Cost <small>(round up to nearest \$1,000)</small>	\$1,559,000	Amount Requested <small>(round up to the nearest \$1,000)</small>	\$889,000
Start Date	October, 2019	End Date	January 15, 2021
Habitat Type/Acres	Mesquite bosque and sand dunes (870 acres), Creosote bush scrub (130 acres).		
Project Type <small>(check all that apply)</small>	<input type="checkbox"/> Planning <input type="checkbox"/> Implementation <input checked="" type="checkbox"/> Acquisition		

LOCATION INFO			
County(ies)	Inyo	Specific Location <small>(APN or Address)</small>	Shoshone/Tecopa APNs: 046-100-01, 08, 17, 18, 20, 21, 22, 23, 24
Nearest City	Shoshone	Distance	6 miles
Latitude <small>(Decimal Degrees)</small>	36.000721	Longitude <small>(Decimal Degrees)</small>	-116.186421
What is represented by the lat/long coordinates? <small>(e.g., center of project site):</small>	North western site boundary		

APPLICANT INFO

Organization Type	<input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Nonprofit Organization*	
Organization Name	The Nature Conservancy (TNC)	
Contact Person	Sophie Parker	Title Senior Scientist
Phone	626-720-1296	E-mail sophie_parker@tnc.org
Address	445 S. Figueroa St., Suite 1950, Los Angeles, CA 90071	
Signatory Name	Scott Morrison	Title Director of Conservation Programs and Science
Address	201 Mission Street, San Francisco, CA 94104; Fourth Floor	
Tax ID#	53-0242652	

Project Overview: *In three paragraphs or less, clearly describe the project and how it will advance the priorities and objectives described in the Proposal Solicitation Notice (PSN).*

The Nature Conservancy (TNC) is requesting grant funding to support the acquisition of 1,000 privately held acres in Chicago Valley, California. This project is located on the northern edge of the mapped Sonoran Joint Venture boundary, and deep in the heart of the Mojave Desert, the driest region in North America. The wetland, riparian, and groundwater-dependent habitats of this region are an exceedingly important resource for migratory birds within the Pacific Flyway.

This project advances priority 1 in the Proposal Solicitation Notice: to protect migratory bird habitat through a fee title acquisition. This acquisition would directly protect honey mesquite (*Prosopis glandulosa*) habitat and would prevent inappropriate use of the groundwater aquifer that supports both this habitat and the nearby Wild and Scenic Amargosa River. Both of these protections would serve to benefit valuable Pacific Flyway migratory bird habitat in the Mojave Desert. The mesquite bosque occupying Chicago Valley between Resting Springs and the north end of the valley is the largest intact block of mesquite habitat in the eastern Mojave Desert. Mesquite flowers in the spring and attracts the insects that sustain migratory birds. It also constitutes important nesting and roosting habitat.

If TNC were not able to complete the acquisition and the target parcels were purchased and developed for cannabis cultivation or other projects that required groundwater use, both the mesquite bosque in Chicago Valley and the underground flow of water that sustains the Amargosa River would be severely threatened.

* If qualified under Section 501(c)(3) provide 501(c)(3) nonprofit organization and registered to work in California. Number: 006957

LANDOWNER INFO

Landowner Type	<input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Nonprofit Organization <input checked="" type="checkbox"/> Private Landowner <input type="checkbox"/> Other _____	
Landowner Name	Charles Sorrells and Alice Keefer, husband and wife; Old West Land Company, LLC, a Nevada limited liability company; James L. Gilliam; Vance K. Gilliam; Jamee L. Best; Ralph J Gilliam; Brian and Louise Brown, Trustees of the Charles F. Brown Living Trust dated February 2, 1985; George A. Brown	
Contact Person	Charles Sorrells	Title Landowner
Phone	250-764-1346	E-mail keefer@teleus.net
Address	385 Uplands Court, Kelowna, BC V1W 4J7 Canada	
Signatory Name	Various – see willing seller letters	Title Various – see willing seller letters
Mineral Rights Holder	Various (Landowner, United States, State of California)	

ELECTED OFFICIALS

Districts	Numbers	Names
State Assembly https://www.assembly.ca.gov/	26th	Devon Mathis
State Senate https://www.senate.ca.gov/	8th	Andreas Borgeas

Applicant Signature: *“By signing this form, I certify that I am authorized to apply for this grant and the information contained in this Application and its attachments is true and accurate to the best of my knowledge.”*

Printed Name: Scott Morrison

Title: Director of Conservation Programs and Science

Signature:



Date: 11/4/19

NARRATIVE QUESTIONS

Concisely respond to each of the following questions. Combined responses to narrative questions, not including figures or tables, are expected to range between 5 to 10 single-spaced, letter-size (8.5" x 11") pages and should not exceed 15 pages.

Applicability to Solicitation Priorities

- 1. Explain how the proposed project aligns with the PSN priorities and would advance the Proposition 68 objectives described in the PSN. Include a detailed description of the project background, rationale for the project need, scientific basis for the proposed work, and expected results from the project. Describe anticipated consequences if WCB does not fund this project at this time. Identify relevant, related projects or phases that have already been planned or implemented.**

One of the objectives of Prop 68 is to protect and restore habitat associated with the Pacific Flyway. We are requesting grant funding to support the acquisition of 1,000 acres of privately held land in Chicago Valley, California, which is deep in the heart of the Mojave Desert. This acquisition sits squarely in Priority 1 of the PSN, *"acquisitions that protect migratory bird habitat"*.

Located in the driest region in North America, the project will protect rare, groundwater-dependent desert habitat for the birds of the Pacific Flyway. The protection of Chicago Valley through the acquisition of the target parcels would directly address Proposition 68 objectives relating to *"...the acquisition, development, rehabilitation, restoration, protection, and expansion of wildlife corridors and open space to improve connectivity and reduce barriers between habitat areas and to protect and restore habitat associated with the Pacific Flyway."*

The wetland, riparian, and groundwater-dependent habitats of the Amargosa region, where Chicago Valley is located, are an exceedingly important resource for migratory birds within the Pacific Flyway. This acquisition would directly protect honey mesquite (*Prosopis glandulosa*) habitat and would prevent inappropriate use of the groundwater aquifer that supports both this habitat and the nearby Wild and Scenic Amargosa River. Both of these protections would serve to benefit valuable Pacific Flyway migratory bird habitat in the Mojave Desert.

Protecting the extensive acreage of mesquite occupying the target parcels in the Chicago Valley is essential to foraging and nesting Pacific Flyway migrants. Mesquite flowers in the spring and attracts the insects that sustain migratory birds. Many species nest or seek shelter in mesquite as well. The mesquite bosque occupying Chicago Valley between Resting Springs and the north end of the valley is the largest intact block of mesquite habitat in the eastern Mojave Desert.

Mesquite requires shallow groundwater. The shallow aquifer under Chicago Valley supports both the mesquite onsite and significant perennial flow into the groundwater-dependent

Wild and Scenic Amargosa River. By acquiring the target parcels in Chicago Valley, we can ensure that the groundwater flowing beneath these parcels is not extracted for uses incompatible with long-term habitat protection.

If The Nature Conservancy (TNC) were not able to complete the acquisition of these target parcels in Chicago Valley, and the parcels were purchased and developed for cannabis cultivation or other projects that required groundwater use, the onsite mesquite habitat and the groundwater flow that supports both it and the Amargosa River would be severely threatened. In fact, one of the neighboring parcels was acquired by a potential cannabis cultivator.

2. Describe how the project aligns with the goals, objectives, and priorities outlined within the WCB Strategic Plan (e.g., Goals B.1 or B.5 from the 2014 Strategic Plan).

Although Prop 68's Pacific Flyway provisions were not in effect at the time of the original strategic plan, as a land acquisition project involving habitat for wildlife, this project clearly fits in Goal A of WCB's 2014 Strategic Plan calling for WCB to *"Acquire and invest in wildlife habitat and natural areas, and work towards long-term, landscape level conservation, habitat quality and connectivity, and the success of wildlife species and populations"*.

Significance of the Benefits

3. Explain how this project will result in multiple tangible benefits (e.g., wildlife habitat, water quality, carbon storage, nutrient cycling, etc.) and their significance to the PSN priorities and Proposition 68 objectives.

This project will result in multiple tangible benefits, including the protection of wildlife habitat, connectivity and open space, and groundwater resources.

Chicago Valley provides important wildlife habitat for a variety of birds and other species. This project will acquire 1,000 acres of this habitat, thereby addressing the Prop 68 objective to support *"...the acquisition, development, rehabilitation, restoration, protection, and expansion of wildlife corridors and open space to improve connectivity and reduce barriers between habitat areas and to protect and restore habitat associated with the Pacific Flyway."*

TNC and partner scientists conducted an [expert bioblitz in 2016](#) to provide a detailed assessment of the biological and archaeological resources in Chicago Valley. A variety of bird species have been documented at the project site, both during the expert bioblitz, and through field surveys conducted by staff of TNC who are deeply familiar with the birds of the Amargosa region. Many of the region's songbird species use Chicago Valley's mesquite habitat during migration. Studies have shown that neotropical songbird migration is timed

to the blossoming of honey mesquite (see [McGrath et al., 2009](#)). Bird species of Special Concern that breed in Chicago Valley include Crissal Thrasher (*Toxostoma crissale*), Lucy's Warbler (*Leiothlypis luciae*), and Loggerhead Shrike (*Lanius ludovicianus*). Other species that breed in the valley include Gambel's Quail (*Callipepla gambelii*), Phainopepla (*Phainopepla nitens*), Verdin (*Auriparus flaviceps*), Greater Roadrunner (*Geococcyx californianus*), and Black-throated Sparrow (*Amphispiza bilineata*). Least Bell's Vireo (*Vireo bellii pusillus*), and Brewer's Sparrow (*Spizella breweri*) forage in the valley. The Sonoran Joint Venture Bird Conservation Plan specifically names all these species as high priority species for conservation action within the Arid Borderlands Region (Sonoran and Mojave Deserts).

Beyond the bird species that will directly benefit from the protection of the mesquite habitat in Chicago Valley, many species of plants and animals will benefit from the protection of the intact landscape currently present in the valley. The majority of the private lands in Chicago Valley will be acquired through this project. Most of the remaining nearby lands are already publicly owned and managed for conservation values—both mountain ranges surrounding the valley are currently protected as parts of the Nopah Range Wilderness. Protection of the valley bottom will allow there to be a contiguous swath of protected habitat that runs from the southern portion of the Resting Springs Range, across Chicago Valley, and up through the Nopah Mountains. This project will ensure that this currently intact landscape and the open space, connectivity, and wildlife corridor benefits it exhibits, are not severed by incompatible human activities.

In addition to wildlife and open space benefits, there are also important benefits related to groundwater protection that will occur due to this project. The groundwater basin that underlies this area and the wider Amargosa region is a deep carbonate aquifer that contains very old and slowly moving water. The mesquite habitat in Chicago Valley is directly supported by this groundwater aquifer. Extraction of groundwater anywhere in the basin is a potential threat to the long-term survival of groundwater dependent vegetation, the aboveground water expressed as springs in both the Chicago Valley and along the Amargosa River, and all the plants and animals dependent on groundwater and surface water habitats in the region. This project will prevent this extraction from occurring, thereby protecting the groundwater basin and the species that depend upon it.

Durability of Investment/Climate Change Considerations

- 4. Describe the extent to which a project will deliver enduring, sustainable benefits. What are the provisions to maintain the benefits and for what period of time? Are there any protections or restrictions affecting the project (e.g., carbon offset projects, conservation easements, etc.)?**

Implementation project proposals must include a Long-Term Management Plan (or the equivalent) addressing how the project will be maintained for a minimum of 25 years. Acquisition projects should outline a 25-year management strategy for the property.

An [expert bioblitz performed in 2016](#) by TNC and partner scientists in the Chicago Valley provides a detailed assessment of the biological and archaeological significance of the site and indicates that the baseline condition of the habitat is healthy. Invasive nonnative plant species are uncommon, and displacement of native habitat or species has not been observed.

Acquisition of this property will address the primary threat: land conversion of contiguous groundwater-dependent habitat to cultivated cannabis and industrial lands. Should protection of this land not occur, our expectation is that land conversion will cause the loss of essential nesting and foraging honey mesquite habitat for Pacific Flyway migrants; concurrent overuse of groundwater will lead to subsequent degradation of honey mesquite habitat.

With over 500,000 acres in conservation holdings statewide, TNC California has the expertise to plan long-term management activities on our assets. All lands owned and managed by TNC are visited regularly for monitoring and management activities. TNC also regularly monitors, studies, and evaluates management actions to adapt to changing circumstances. As acquisition of this property will address current known threats to the site, monitoring of the honey mesquite habitat and target migratory bird species is the most pressing ongoing activity. In the near term (1-5 years), plans for site stabilization include trespass control and debris removal. Long Term (5-25+ years) management could include these activities, in addition to monitoring and treatment of new nonnative invasive plant species, monitoring of groundwater using a groundwater monitoring well in Chicago Valley, monitoring of the mesquite habitat depending on this groundwater, and monitoring of the bird species that use the mesquite habitat.

5. Explain how the proposed project will provide climate change adaptation and resilience benefits to wildlife, habitat, and ecosystem function.

While much of the land in the Mojave Desert has been conserved through the designation of protected areas and management that directly supports conservation ([Randall et al. 2010](#)), the long-term sustainability of biodiversity in the desert is being called into question by climate change. The world's deserts constitute an important global hotspot for the impacts of climate change on wildlife ([Vale et al. 2015](#)). New studies that repeat the baseline-setting surveys of Joseph Grinnell demonstrate that despite good landscape intactness and integrity in the Mojave Desert, bird populations have declined dramatically over the past century ([Riddell et al. 2019](#)). The explanation for this is not so much hotter temperatures as it is reductions in rainfall, and loss of the climate refuge areas provided by wetlands, riparian zones, and groundwater dependent vegetation in the desert.

Groundwater extraction exacerbates climate changes problems in the desert by further reducing what are already precious and limited resources: surface water, and shallow groundwater that is accessed by vegetation. By acquiring and placing in conservation management the privately-owned parcels that overlie important groundwater basins, we can not only prevent the destruction of habitat onsite, thereby preventing the

fragmentation of connected and intact Mojave Desert landscapes, but we also prevent future groundwater extraction. This prevents the vegetation that is dependent on this groundwater from dying and supports important habitats that serve as climate refugia for birds and other wildlife in the desert.

The privately-owned lands in Chicago Valley present an excellent opportunity to protect groundwater resources in the desert, thereby supporting conservation goals for bird species that live in the mesquite habitat onsite, and for species associated with other groundwater dependent ecosystems along the Amargosa River nearby. Recent research supports the conclusion that there is a hydrological connection between the groundwater in Chicago Valley and the groundwater which supports the spring-fed and perennially-flowing portions of the Amargosa River ([Belcher et al. 2019](#)). These sites are both part of a deep, ancient, carbonate aquifer that also supports the wetland ecosystems of Ash Meadows National Wildlife Refuge. This groundwater aquifer is not being replenished naturally by rainfall at a rate that can sustain intense human use. Water extraction anywhere in the basin has the potential to negatively impact groundwater-dependent ecosystems elsewhere in the basin. The drawdown of an aquifer may occur without any noticeable effects for many years, but the cone of depression in groundwater levels can, over time, be observed at great distances and result in groundwater-dependent resources being impacted far from the point of extraction. Therefore, the benefits of protecting Chicago Valley go well beyond this project site, both spatially and temporally.

The sustainability and resilience of populations of birds and other wildlife in the Amargosa region depends on sites like Chicago Valley being protected in perpetuity from extractive groundwater use, and from habitat destruction. The patches of wetland, riparian, and groundwater-dependent habitat found within the Amargosa region are spatially separated by great distances of arid uplands. These groundwater-fed habitats support populations of species, some of which (like birds) are able to travel between the patches. Therefore, the elimination of any single habitat patch within the system has the potential to impact the entire metapopulation of these species. This is particularly true when the habitat patch in question is one of the largest contained in the system, as is the case of the mesquite bosque found in Chicago Valley. Because the birds and wide-ranging mammals that travel through the Mojave Desert and use various habitat patches are also important consumers of insects, small vertebrate species, and plants, they exert important controls over a variety of ecosystem functions – from pollination to carbon sequestration.

6. For implementation projects, describe applicable Management and/or Monitoring plans and how they pertain to the project.

Not applicable

Approach and Feasibility

7. Describe how the proposed project will be carried out. Explain how the approach and methodology are appropriate for the project objectives.

This is an acquisition project. TNC and the Landowner have signed a Letter of Intent and obtained an appraisal of the property. TNC and the Landowner will be executing an Option Agreement for TNC's purchase of the property which will include a 12-month due diligence period for TNC to review the condition of the property. TNC will obtain a Phase I environmental assessment and determine whether to purchase property after reviewing all the due diligence. After TNC's acquisition of the property, TNC will manage the property for attracting Pacific Flyway birds and birdwatchers. After closing, TNC will explore options for public access for birdwatching.

Monitoring and Reporting

- 8. Describe how the effectiveness of the project will be monitored, assessed, and reported. All project proposals must include a Monitoring and Reporting Plan (or the equivalent) addressing project-specific performance measures, opportunities to extend the monitoring activities beyond the term of the grant, and how monitoring results and progress towards objectives will be reported.**

According to the PSN, "*Planning and implementation project proposals are required to include a Monitoring and Reporting Plan...*", but this is an acquisition project. TNC regularly monitors, studies, and evaluates management actions to adapt to changing circumstances. An outline of our 25-year management strategy for this project is provided in answer to question 4, above.

Project Team Qualifications

- 9. Describe your organization's relevant experience, resources, and capacity to successfully complete the proposed project. Provide examples of similar grant-funded projects previously completed by your organization. Identify key partners or subcontractors who will contribute to project work.**

TNC is a global conservation organization that leads projects in all 50 states and in 72 countries around the world to conserve and restore natural habitats and associated biodiversity. TNC has worked to protect land and waters in California for over 60 years. TNC's California Field Office has successfully completed numerous land acquisition and conservation easement projects and real estate assists with support the support of WCB, including American River Headwaters Property, Caliente Ranch and Toll House Ranch in the Tehachapi Mountains, Parker, Smith-Vest and Perry-Smith conservation easements in the North Coast, and many others.

TNC will staff this acquisition with seasoned real estate professionals: Jake Jacobson has been with TNC for 19 years as Real Estate Project Manager, and Sharon Wasserman has been with TNC for 14 years as both an attorney and as Associate Director for Transactions. Sophie Parker, who has been a scientist at TNC for 12 years and has led a team of scientists in documenting the habitats and species present in Chicago Valley during the 2016 expert bioblitz, will be the

Senior Scientist for the project. Susan North, who has been with the Conservancy for 3 years, will manage the property after acquisition. Susan currently manages over 20,000 acres of Conservancy property in California.

Schedule and Deliverables

10. Detail the sequence and timing of project tasks, milestones, and deliverables to complete the project within the grant term (i.e., project must be complete, and funds expended, no later than March 31, 2024).

TNC expects to execute an Option Agreement by December 1, 2019. We will have one year from that point to complete due diligence and exercise the option to purchase the property. We expect to exercise the option on or before October 31, 2020 and close by January 15, 2021.

Project Readiness

11. Demonstrate how property access, environmental compliance, permitting, planning, engineering design, and any other necessary preparations have been addressed and are sufficient to ensure prompt project implementation. For acquisition projects, other relevant preparations include appraisal, purchase and sales agreement, option agreement, preliminary title report, etc. If the applicant must be granted site access to implement the project or conduct long-term management or monitoring, provide the access agreement (draft agreement will suffice) and evidence that the party authorized to grant access is willing to do so.

This is an acquisition project. The appraisal by Warren H. Nevel was completed on June 14, 2019. A preliminary title report was prepared for the appraiser by Inyo-Mono Title Company on April 26, 2019. The Conservancy anticipates that the Option Agreement will be executed by all parties by December 1, 2019 or soon thereafter.

12. List each environmental document and permit that will be required for the project and provide the date completed or current status and date anticipated to be completed. If the proposed project may qualify for a CEQA exemption, identify which exemption(s) and explain why. If the project does not qualify for a CEQA exemption, identify the “lead agency” under CEQA, which type of environmental document may be required and its current status. Provide the State Clearinghouse Number, if available.

This is a fee title acquisition for fish and wildlife conservation purposes and to preserve open space and habitat. The acquisition project is statutorily exempt from CEQA under Section 21080.28, which was recently added to the Public Resources Code by Assembly Bill No. 782, Chapter 181, approved by the Governor August 30, 2019, and filed with the Secretary of State August 30, 2019. No permits are required to acquire fee title to the Property. The Wildlife

Conservation Board would be the lead CEQA agency for the acquisition and prepare and file the Notice of Exemption.

Budget

13. Complete the Budget Worksheets referenced in the PSN (A. Applicant Budget; B. Budget Justification; C. Cost Share). See the PSN for information regarding project budgets and cost share. Submit the completed Budget Worksheets as attachments to the Application Form.

See attached

Cost Share

14. Provide evidence (e.g., letters, contact information) of secured cost share. In the absence of secured cost share, describe any budget shortfall and how it will be addressed.

Costs exceeding the grant amount, including purchase price and related acquisition costs, will be covered by TNC Chapter reserves currently in hand. Please see the budget workbook for additional details.

Community Support and Collaboration

15. Provide evidence of broad-based public and/or institutional support for the project at the local, regional, or larger scale. Discuss local community or other stakeholder engagement in project delivery (e.g., involvement with project planning/design, outreach, implementation, monitoring, maintenance, etc.).

TNC has worked to acquire and manage lands for conservation in the Amargosa region since the early 1970s, and has partnered with a variety of individuals, organizations, and institutions to do this work. As such, this project has broad support, both from members of the local community, and from members of the public living in other communities in California and across the United States. Please see attached letters of support from community members, local business owners, members of the public who recreate in this area, organizations/institutions, and scientists that work in the Amargosa region.

Serving Disadvantaged Communities

16. Explain whether the project provides direct benefits to severely disadvantaged communities and/or is located within a disadvantaged community. See the PSN for instructions how to make these determinations.

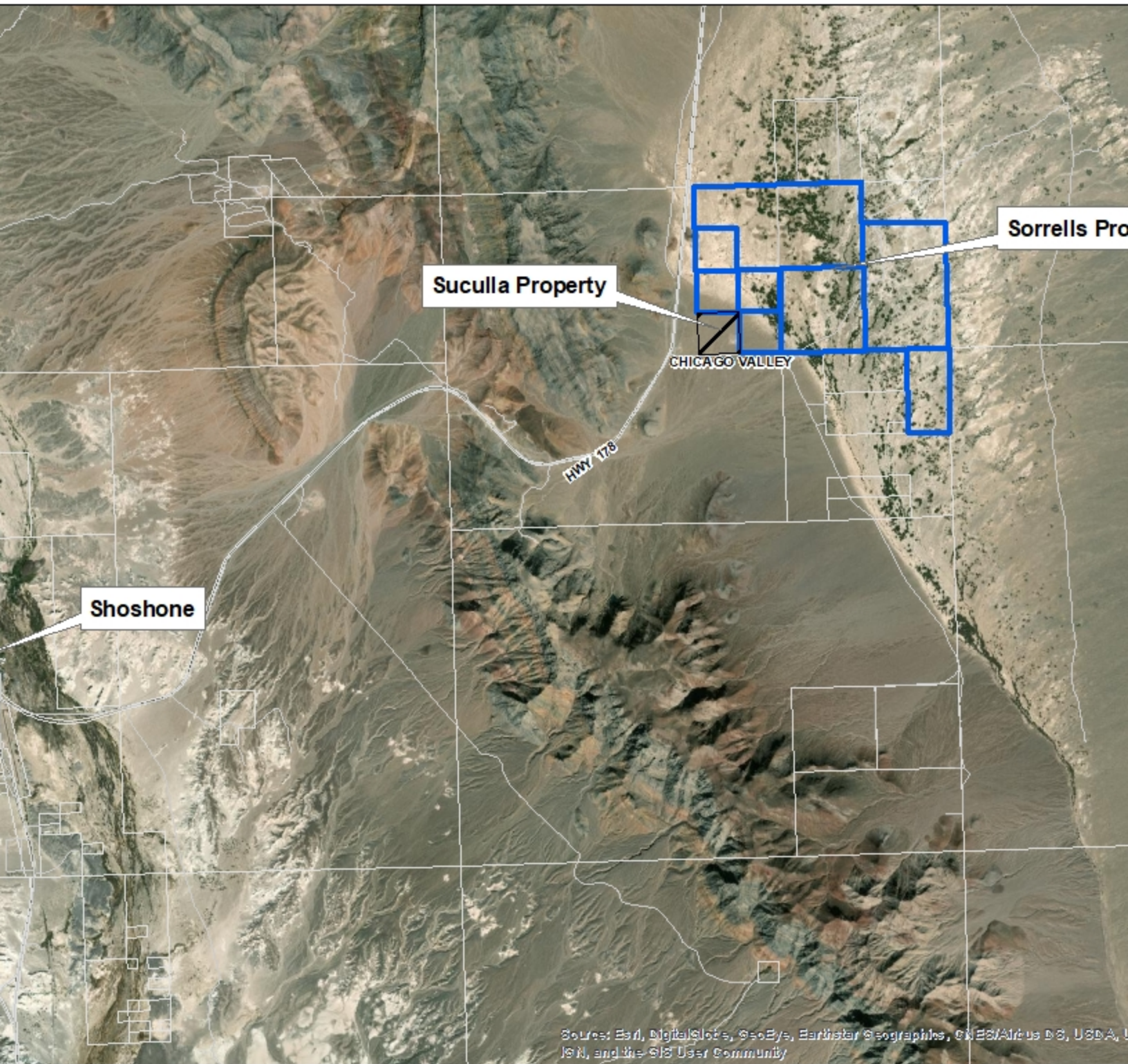
100% of the proposed project area is located within a severely disadvantaged community. The median household income for the census block group in Inyo County in which the project is located is \$31,350. In addition to being located within a severely disadvantaged community, the proposed project would also provide direct benefits to a severely disadvantaged community because it preserves a site that could be used by the public in the future, thereby enhancing public recreational opportunities such as hiking and birdwatching. The location of the Chicago Valley project is adjacent to a public highway, and can be accessed by a public road, both of which would facilitate this access.

[CCC/CALCC Services](#)

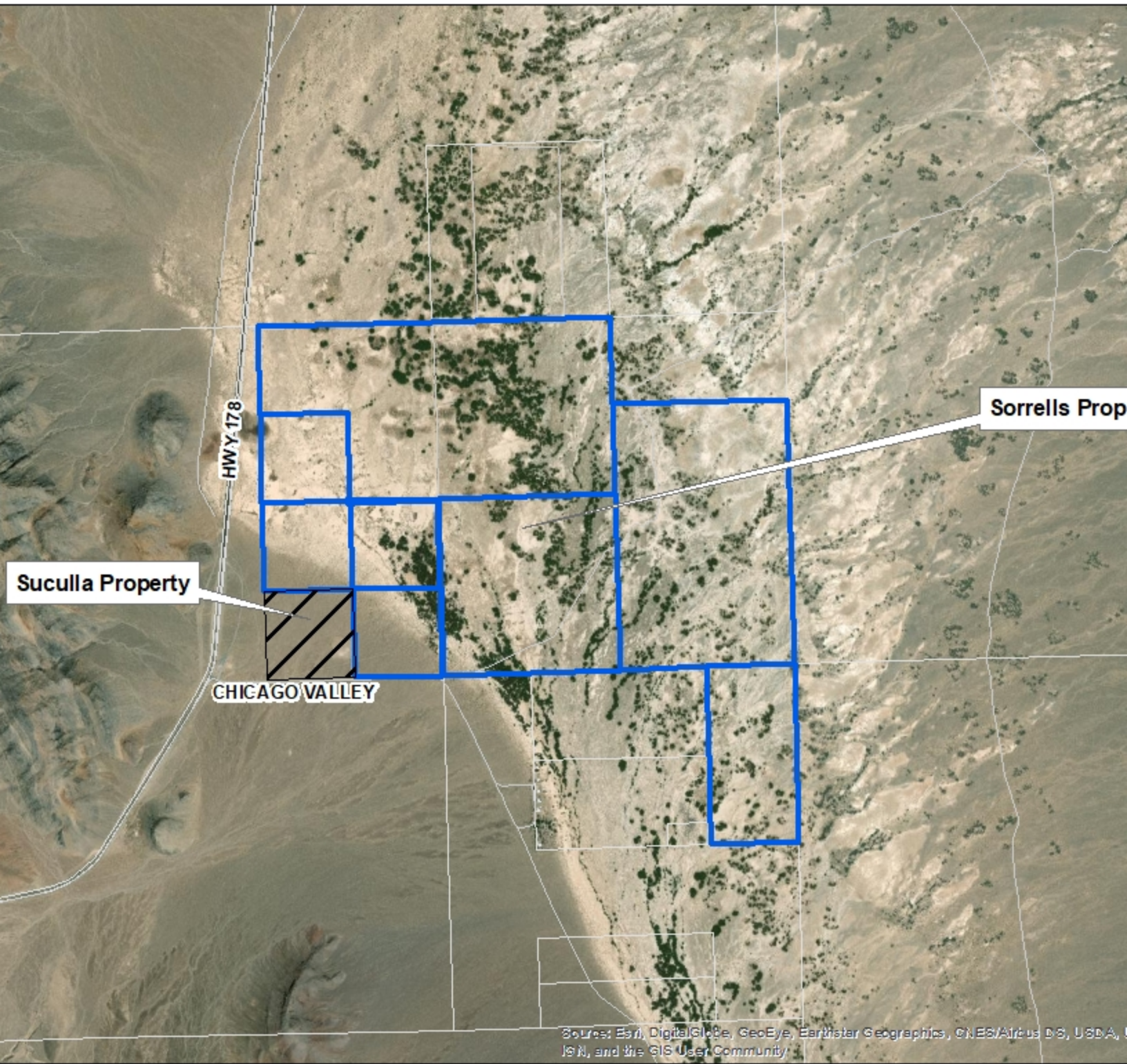
17. Describe whether and to what extent the project will utilize California Conservation Corps (CCC) and/or California Association of Local Conservation Corps (CALCC) services. The [Corps Consultation Review Document](#) can be used to determine feasibility for CCC or CALCC to provide project services.

Not applicable

END OF APPLICATION



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Suculla Property

CHICAGO VALLEY

Sorrells Propo

HWY-178

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, JGIM, and the GIS User Community



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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

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

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

November 17, 2020

Wildlife Conservation Board
John P. Donnelly, Executive Director
PO Box 944209
Sacramento, CA 94244-2090

RE: Pacific Flyway Conservation 2019 application from the Nature Conservancy for Chicago Valley Acquisition

Mr. Donnelly:

On behalf of the Inyo County Board of Supervisors, I would like to thank you for the opportunity to comment on this grant application. I would also like to thank your staff, particularly Jasen Yee, for the time, assistance and information he provided to Inyo County staff to help us understand the application. The Board would also like to offer the following comments.

In general, we are not against the acquisition of the Sorrells property by Nature Conservancy. We are also keenly aware of the unique and important habitat that is found on it and are quite proud of the mesquite bosque that covers much of it. We are, however, always concerned when large amounts of private property is taken out of the pool of land for potential development in the County. Inyo County has less than 2-percent of its total land area in private ownership. The rest is public land under Federal, and State management or owned by the City of Los Angeles. This dearth of private land makes it difficult for the County to realize meaningful economic development, other than tourism, which does not provide for the best wages for our citizens. It also keeps the majority of County land off the tax roll, which in turn makes it difficult for the County to provide services to its residents.

It was indicated to us that the Nature Conservancy has a plan to continue to pay property taxes on this land if they do acquire it. We strongly support this, and ask that the Wildlife Conservation Board do the same as the grant proposal is reviewed. The application also states under #7, Approach and Feasibility, that after closing, the Nature Conservancy will explore options for public access for bird watching. We highly encourage this for all of the time this property might be owned by the Nature Conservancy. If the area is to no longer be privately owned, then it should be open to the public to be enjoyed. This could also be an excellent educational opportunity on desert ecosystems.

Sincerely,

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

CC:

Supervisor Rick Pucci
Supervisor Jeff Griffiths
Supervisor Mark Tillemans
Supervisor Dan Totheroh
Clint Quilter, County Administrative Officer



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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

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

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

November 17, 2020

The Nature Conservancy
Scott Morrison, Director of Conservation Programs and Science
201 Mission Street
San Francisco, CA 94104

RE: Pacific Flyway Conservation 2019 application from the Nature Conservancy for Chicago Valley Acquisition

Mr. Morrison:

On behalf of the Inyo County Board of Supervisors, I would like offer comments on the grant application prepared by the Nature Conservancy for the Chicago Valley Acquisition. First of all, I would like to say that a land acquisition of this scale by a conservation organization should be shared with the local jurisdiction in which it is occurring. We would have greatly appreciated being informed by the Nature Conservancy about its plans for Chicago Valley prior to finding out about the grant.

In general, we are not against the acquisition of the Sorrells property by Nature Conservancy. We are also keenly aware of the unique and important habitat that is found on it and are quite proud of the mesquite bosque that covers much of it. We are, however, always concerned when large amounts of private property is taken out of the pool of land for potential development in the County. Inyo County has less than 2-percent of its total land area in private ownership. The rest is public land under Federal, and State management or owned by the City of Los Angeles. This dearth of private land makes it difficult for the County to realize meaningful economic development, other than tourism, which does not provide for the best wages for our citizens. It also keeps the majority of County land off the tax roll, which in turn makes it difficult for the County to provide services to its residents.

It was indicated to us that the Nature Conservancy has a plan to continue to pay property taxes on this land if they do acquire it. We are definitely in support of this. We appreciate the sensitivity of the Nature Conservancy on this point and hope that you follow through with this plan. The application states under #7, Approach and Feasibility, that after closing, the Nature Conservancy will explore options for public access for bird watching. We highly encourage this for all of the time this property might be owned by the Nature Conservancy. If the area is to no longer to be privately owned, then it should be open to the public to be enjoyed. This could also be an excellent educational opportunity on desert ecosystems.

Thank you for your attention to our comments,

Matt Kingsley, Chairperson

Inyo County Board of Supervisors

CC:

Supervisor Rick Pucci

Supervisor Jeff Griffiths

Supervisor Mark Tillemans

Supervisor Dan Totheroh

Clint Quilter, County Administrative Officer



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Marilyn Mann

SUBJECT: Approval of Fiscal Year 2020-2021 ELC Cares Budget #610390

RECOMMENDED ACTION:

Request Board approve the Fiscal Year 2020-2021 ELC Cares Budget #610390 as follows: increase estimated revenue in Federal Other (Revenue Code 4552) by \$853,501 and increase appropriation in the following object codes (*4/5th vote required*):

- Salaried employees (Object Code 5001) by \$343,868;
- Overtime (Object Code 5003) by \$10,000;
- Standby time (Object Code 5004) by \$10,000;
- Part time employees (Object Code 5012) by \$83,244;
- Retirement and Social Security (Object Code 5021) by \$38,657;
- PERS Retirement (Object Code 5022) by \$38,937;
- Medical Insurance (Object Code 5031) by \$104,554;
- Disability (Object code 5032) by \$4,903;
- Cell Phones (Object Code 5122) by \$1,338;
- Advertising (Object code 5263) by \$1,000;
- Professional Services (Object Code 5265) by \$195,000;
- General Operating (Object Code 5311) by \$4,000;
- Internal Charges (Object Code 5121) by \$12,000; and
- Office and Other Equipment (Object Code 5232) by \$6,000.

SUMMARY/JUSTIFICATION:

The Department received formal notification from the California Department of Public Health (CDPH) in August 2020 of a grant award of \$1,610,178 for COVID-19 ELC (Epidemiology Laboratory Capacity) Enhancing Detection Funding. The funding is intended to provide critical resources to local health departments to support a wide-range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. The funding expands on prior COVID-19 awards (ELC CARES and ELC Community-based Surveillance) and spans six different strategies to build upon current investments and to better address our response to COVID-19 over the next 24 months.

Inyo County is being allocated funding to address local needs in four of the six strategy areas, as two of the strategies are specific to counties that have public health laboratories. The Department has identified specific staffing and/or contracting options needed to meet the goals for each strategy. The following is a summary of the strategies and related activities and staffing needs outlined in the plan submitted to CDPH by the County of Inyo.

Strategy 1: Enhance Laboratory, Surveillance and Other Workforce Capacity (\$409,273.00)

Building the Department's workforce capacity to support the management of the COVID-19 related activities is critical. The pandemic has had a significant workload impact on our small Public Health office, which has been managing the ever-changing COVID-19 environment, while still working to meet competing needs of other public health programs in the division. Two primary staffing needs were identified under this strategy: a COVID-19 Program and Grant Manager and a COVID-19 Response Coordinator. The Program and Grant Manager position would be responsible for providing leadership, program and grant management of all aspects of our COVID-19 response including, but not limited to training and hiring staff to improve epidemiologic capacity; building our contact tracing capacity, especially to

our Latinx community, which is disproportionately impacted by the disease; increasing the capacity for timely data management, analysis, and reporting; ensuring our preparedness to implement a COVID-19 vaccine plan; build expertise for healthcare and community outbreak response, including infection prevention and control; provide oversight to all COVID-19 staff functions; and other COVID-19 related duties as identified.

The Department is also recommending that a COVID-19 Response Coordinator be hired as a term-limited contract employee. This position would provide clerical and programmatic support to the COVID-19 response team, as well as coordinate activities and assignments of case investigators and contact tracers, including providing supervision and guidance. The Department is recommending that both of these positions be hired as contract positions on a term-limited basis.

Strategy 2 and Strategy 3: No Funding

Strategy 4: Improve Public Health Surveillance and Reporting of Electronic Health Data (\$325,721.00)

Improving our local epidemiologic capacity to ensure effective surveillance; data reporting and analysis; and to lead local disease prevention and mitigation efforts is a key goal identified under this strategy. Milestones identified to meet this goal include:

- Contracting with an epidemiologist at 0.5 FTE
- Hiring the above referenced COVID-19 Program and Grant Manager to lead COVID-19 response efforts
- Purchasing and implementing a HIPAA compliant document sharing and messaging system, as well as a case management system that effectively interfaces with CalCONNECT, the State's contact tracing data management system.

Strategy 5: Use Laboratory Data to Enhance Investigation, Response and Prevention by Supporting California Connected, the State's comprehensive contact tracing program (\$470,923.00)

COVID-19 has not impacted all ethnic groups equally and part of this funding will be used to address health equity issues across the County. Statewide and locally, our Latinx community is disproportionately impacted by COVID-19. Improving our clinical capacity to provide more robust infection prevention outreach and education, as well as infection prevention technical assistance and oversight, particularly in high risk residential settings is critical. Additionally, ensuring robust contact tracing is occurring in order to promote containment is critical. It is important to coordinate these efforts with local tribal entities and health care providers. To address this strategy the Department proposes the following:

- Hiring two term-limited Infection Preventionists/Senior Infection Preventionists. One position would be designated to act primarily as an infection preventionist, working with our health care partners and local residential facilities to coordinate effective infection control and prevention efforts. The second position will be used to provide additional clinical support to the COVID-19 response effort by providing additional infection prevention expertise, supporting efforts to enhance our testing capacity, and assisting in vaccine distribution planning and implementation.
- Hiring two term-limited, part-time Bilingual Case Investigators to assist in the contact investigation and follow-up with isolated and quarantined individuals, including ensuring concrete support needs of these individuals are identified and addressed.
- Contracting with local tribal and/or other community-based organizations to provide concrete supports that may be needed by those who are isolated or quarantined.

Given the time limited nature of these positions, the Department requests that the positions be hired as term-limited contract employees.

Strategy 6: Coordinate and Engage with Partners including Skilled Nursing Facilities (\$404,261.00)

Coordination of our response efforts with local health care partners and residential facilities where our most vulnerable population resides will be supported, in part, by strengthening our staff resource capacity with the positions outlined in the previous strategies. Our primary goals in this strategy include enhancing our capacity for testing and infection control and prevention of COVID-19/SARS-CoV-2. In addition to strengthening our staff resource capacity, the Department proposes to :

- Contract with local community-based healthcare resources, including but not limited to hospitals, rural health centers, Indian health services, EMS (emergency medical services) agencies, pharmacies, and private providers to provide enhanced testing and/or vaccine services.
- Utilize the contracted, term-limited staff identified in Strategy 5 to provide robust infection prevention technical assistance; engaging with local, regional, and state public health partners to identify, implement and monitor strategies to mitigate COVID-19, particularly in residential living settings like our Skilled Nursing Facilities.
- Conduct outreach and education to enhance public information about disease prevention, including purchasing media spots in local and social media outlets.

The Department's Public Health division is responsible for not only our local response to the pandemic, but also for ongoing communicable disease surveillance and management, childhood immunization services, pregnancy testing and emergency contraception, flu vaccines, Tb testing, and other maternal and child health programming, as well as providing case management services for programs like California Children's Services and CARES HIV programming. The request for term-limited contract positions will allow for us to enhance our COVID-19 response through more robust and focused team efforts, as well as ensure the continuity of other critical public health services.

Request Board amend the Fiscal Year (2020/2021) ELC #2 (Budget #610390) as follows: increase estimated revenue in Federal Other

(4552) by (\$853,501) and increase appropriation in the following object codes:

Object Code	Object Name	Amount
5001	Salaried Employees	\$343,868
5003	Overtime	\$10,000
5004	Standby time	\$10,000
5012	Part time employees	\$83,244
5021	Retirement & Social Security	\$38,657
5022	PERS Retirement	\$38,937
5031	Medical Insurance	\$104,554
5032	Disability	\$4,903
5122	Cell Phones	\$1,338
5263	Advertising	\$1,000
5265	Professional Services	\$195,000
5311	General Operating	\$4,000
5121	Internal Charges	\$12,000
5232	Office & Other Equipment	\$6,000

(4/5ths vote required).

The strategies as outlined above, including the identified term-limited contract employee positions, are incorporated in the ELC budget attached for your review. The Department respectfully request your Board approve the budget as proposed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the ELC Cares Budget as proposed. This would require HHS to work with the state to propose new funding categories that may not meet the needs of the Public Health Division and our Pandemic response.

OTHER AGENCY INVOLVEMENT:

Local Healthcare Agencies and Residential Care Facilities

FINANCING:

Federal funding. These expenses will be claimed out of the newly created budget ELC #2 (610390).

ATTACHMENTS:

1. ELC BUDGET REQUEST DETAIL

APPROVALS:

Rhiannon Baker	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Marilyn Mann	Approved - 11/9/2020
Melissa Best-Baker	Approved - 11/9/2020
Marshall Rudolph	Approved - 11/9/2020
Denelle Carrington	Approved - 11/9/2020
Amy Shepherd	Approved - 11/10/2020
Marilyn Mann	Final Approval - 11/10/2020

Budget Request Detail
610390
COVID-19 ELC #2 Funding Grant

\$ 1,610,178.00
\$ 853,501.00
\$ -

Revenues Requested
FY 2020-2021
\$853,501

4552 - Federal Other

Pri.	Description	Qty.
1	Federal Other	1
CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) surveillance, and response per grant guidelines.		

Total Revenues \$ 853,501.00

5001 - SALARIED EMPLOYEES \$ 343,868.00

Pri.	Description	Qty.
1	COVID-19 Program and Grant Manager 100% PROGMNGR00	1
2	COVID-19 Response Coordinator 100% OFFCTECH03	1
3	Infection Preventionist RN/PHN 100% Infection Preventionist	1
4	RN/PHN 100% RN/PHN	1
5	Case Investigator (Current employees) 100% Case Investigator	1

5003 - OVERTIME \$ 10,000.00

Pri.	Description	Qty.
1	Overtime Costs 100% Overtime costs related to COVID-19	1

5004 - STANDBY TIME \$ 10,000.00

Pri.	Description	Qty.
1	Standby Costs 100% Standby costs related to COVID-19	1

5012 -PART-TIME EMPLOYEES \$ 83,244.00

Pri.	Description	Qty.
1	Case Investigator-PT	1

	100% Case Investigator	
2	Case Investigator-PT 100% Case Investigator	1

5021 - RETIREMENT & SOCIAL SECURITY \$ 38,657.00

Pri.	Description	Qty.
1	COVID-19 Program and Grant Manager 100% PROGMNGR00	1
2	COVID-19 Response Coordinator 100% OFFCTECH03	1
3	Infection Preventionist 100% Infection Preventionist	1
4	RN/PHN 100% Infection Preventionist	1
5	Case Investigator (Current employees) 100% Case Investigator	1
6	Case Investigator-PT 100% Case Investigator	1
7	Case Investigator-PT 100% Case Investigator	1

5022 - PERS RETIREMENT \$ 38,937.00

Pri.	Description	Qty.
1	COVID-19 Program and Grant Manager 100% PROGMNGR00	1
2	COVID-19 Response Coordinator 100% OFFCTECH03	1
3	Infection Preventionist 100% Infection Preventionist	1
4	RN/PHN 100% Infection Preventionist	1
5	Case Investigator (Current employees) 100% Case Investigator	1

5031 - MEDICAL INSURANCE \$ 104,554.00

Pri.	Description	Qty.
1	COVID-19 Program and Grant Manager 100% PROGMNGR00	1
2	COVID-19 Response Coordinator 100% OFFCTECH03	1
3	Infection Preventionist 100% Infection Preventionist	1
4	RN/PHN 100% Infection Preventionist	1

5	Case Investigator (Current employees) 100% Case Investigator	1
6	Case Investigator-PT 100% Case Investigator	1
7	Case Investigator-PT 100% Case Investigator	1

5032 - DISABILITY INSURANCE \$ 4,903.00

Pri.	Description	Qty.
1	COVID-19 Program and Grant Manager 100% PROGMNGR00	1
2	COVID-19 Response Coordinator 100% OFFCTECH03	1
3	Infection Preventionist 100% Infection Preventionist	1
4	RN/PHN 100% Infection Preventionist	1
5	Case Investigator (Current employees) 100% Case Investigator	1
6	Case Investigator-PT 100% Case Investigator	1
7	Case Investigator-PT 100% Case Investigator	1

5122 - CELL PHONES \$ 1,338.00

Pri.	Description	Qty.
1	Cell Phones (TBD) Cell phone costs for COVID-19 Program and Grant Manager	1
2	Cell Phones (TBD) Cell phone costs for Infection Preventionist	1
3	Cell Phones (TBD) Cell phone costs for Case Investigator	1

5263 - ADVERTISING \$ 1,000.00

Pri.	Description	Qty.
1	Advertising (TBD) TBD-Advertising with Inyo Register, KIBS, KSRW and other local media outlets	1

5265 - PROFESSIONAL & SPECIAL SERVICE \$ 195,000.00

Pri.	Description	Qty.
1	Epidemiologist Subcontractor TBD-To interpret data and inform local strategies about trends and outbreaks	1
2	Subcontract for isolation and quarantine support services	1

	Subcontract with community-based organizations to provide grocery and other isolation and qua populations	
3	Local Healthcare Resource for Underserved Populations	1
	Contract with local community-based healthcare resources who have access to underserved and limited to hospitals, rural health centers, indian health centers, EMS agencies, pharmacies, and p testing and/or vaccine services.	
4	Language Contract TBD	1

5311 - GENERAL OPERATING \$ 4,000.00

Pri.	Description	Qty.
1	General Operating Expense General Office Supplies (i.e paper, pens, post-its, etc)	1

5121 - INTERNAL CHARGES \$ 12,000.00

Pri.	Description	Qty.
1	Internal Charges TBD-Estimated Information Services fees - COVID Graphs	1

5232 -OFFICE & OTHER EQUIPMENT <\$5,000 \$ 6,000.00

Pri.	Description	Qty.
1	Office & Other Equip < \$5,000 Laptops, Monitors, etc. for ELC Funding offices	4

Total Allocation
<-Total Budgeted
<-Remaining

Price	Total
853,501.00	853,501.00
Grant. Used towards COVID-19 testing,	

Price	Total
83,906.00	83,906.00
58,876.00	58,876.00
88,043.00	88,043.00
88,043.00	88,043.00
25,000.00	25,000.00

Price	Total
10,000.00	10,000.00

Price	Total
10,000.00	10,000.00

Price	Total
41,622.00	41,622.00

41,622.00	41,622.00

Price	Total
6,483.00	6,483.00
4549.00	4,549.00
7175.00	7,175.00
7175.00	7,175.00
6843.00	6,843.00
3216.00	3,216.00
3216.00	3,216.00

Price	Total
8,254.00	8,254.00
5792.00	5,792.00
8661.00	8,661.00
8661.00	8,661.00
7569.00	7,569.00

Price	Total
19,981.00	19,981.00
19981.00	19,981.00
19980.00	19,980.00
19980.00	19,980.00

10000.00	10,000.00
7316.00	7,316.00
7316.00	7,316.00

Price	Total
839.00	839.00
589.00	589.00
929.00	929.00
929.00	929.00
785.00	785.00
416.00	416.00
416.00	416.00

Price	Total	
446.00	446.00	Indirect
446.00	446.00	Indirect
446.00	446.00	Indirect

Price	Total	
1,000.00	1,000.00	Other

Price	Total	
75,000.00	75,000.00	Sub-Contracts
40,000.00	80,000.00	

Quarantine support services for vulnerable	
82,500.00	20,000.00
diverse populations, including but not private providers to provide enhanced	
20,000.00	20,000.00

Price	Total	
4,000.00	4,000.00	Other

Price	Total	
12,000.00	12,000.00	Other

Price	Total	
1,500.00	6,000.00	Other

		5001	5003	5004	5012	5021
		Salary	OT	Standby	Part time	Retirement,
Program Manager	78E	83906				6483
Office Tech III	63E	58876				4549
Infection Preventionist	80E	88043				7175
Contact Tracers	estimated	25000	10000	10000		3063

	5022	5031	5032
PERS		Insurance	Disability
	8254	19981	839
	5792	19981	589
	8661	19980	929
		7316	396



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Melissa Best-Baker

SUBJECT: Ratification and approval of contract to provide Registered Dietitian services to Mono County Senior Nutrition Services

RECOMMENDED ACTION:

Request Board ratify and approve a contract with Mono County, in an amount not to exceed \$20,000, for Eastern Sierra Area Agency on Aging's Registered Dietitian (RD) to provide the mandated RD services for menu and nutrition services to Mono County seniors, and authorize the HHS/ESAAA Director to sign.

SUMMARY/JUSTIFICATION:

Mono County does not have an available Registered Dietitian (RD) to oversee senior meals, as required. Since 2014, the Inyo ESAAA RD position has met the needs of both Inyo and Mono Counties through a sub-contract. The RD reviews the meals and approves menus, provides quarterly and annual inspections of the Antelope Valley Senior Center kitchen, provides senior education and counseling, and provides staff education.

The Department respectfully requests ratification and approval of this contract to ensure continuity of services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this request, meaning that Mono County will either not meet the mandate for RD services, or we continue to operate through an on-going Purchase Order Agreement, which is outside standard operating procedures for both counties.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, Mono County

FINANCING:

These funds are deposited into the ESAAA Budget (683000) in Other Current Charges (4825).

ATTACHMENTS:

1. Dietician Services Agreement

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Rhiannon Baker
Marilyn Mann
Melissa Best-Baker
Marshall Rudolph
Marilyn Mann
Amy Shepherd

Created/Initiated - 10/31/2020
Approved - 11/2/2020
Approved - 11/2/2020
Approved - 11/4/2020
Approved - 11/4/2020
Approved - 11/5/2020
Approved - 11/10/2020
Final Approval - 11/10/2020

AGREEMENT BETWEEN COUNTY OF MONO AND THE COUNTY OF INYO FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (the “County”), may have the need for the registered dietician services of the County of Inyo, a political subdivision of the State of California (“Contractor”). Hereinafter, the County and Contractor may be referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A (Scope of Work), attached hereto and by this reference incorporated herein. Requests by the County to Contractor to perform under this Agreement will be made by the Director of the Mono County Social Services Department, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon the County’s need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by the County under this Agreement. By this Agreement, the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from July 1, 2020, to June 30, 2021, and shall automatically renew for up to four subsequent one-year terms (i.e., until June 30, 2025) having the same terms and conditions set forth herein, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the schedule of fees set forth in Attachment B (Schedule of Fees) for the services and work described in Attachment A (Scope of Work) that are performed by Contractor at the County’s request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B (Schedule of Fees).

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty Thousand and NO/100 Dollars (\$20,000.00), and in any twelve-month period Four Thousand and NO/100 Dollars (\$4,000.00) (collectively, the “Contract Limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A (Scope of Work), which were done at the County’s request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County’s request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) The County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine and NO/100 Dollars (\$1,499.00).

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

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the United States Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

A. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and NO/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to the County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million and NO/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and NO/100 Dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The

required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide the County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

B. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by the County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to the County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that the County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to the County, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either Party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

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

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county

statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of the County to enter into 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. MODIFICATION AND AMENDMENT

This Agreement may be modified and/or amended by the mutual consent of the Parties, if such modification or amendment is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of either Party during the term of this Agreement, which Contractor or the 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 or email (if included below) to the respective Party as follows:

If to the County:

Mono County Social Services Department
Attn: Kathy Peterson, Director
P.O. Box 2969
Mammoth Lakes, CA 93546
PHONE: (760) 924-1763
EMAIL: kpetereson@mono.ca.gov

If to Contractor:

Inyo County Health and Human Services
Attn: Melissa Best-Baker, Senior Management
Analyst - Fiscal
P.O. Drawer H
Independence, CA 93529
PHONE: 760.878.0242
EMAIL: inyohhsfiscal@inyocounty.us

25. INTERPRETATION; VENUE

The construction and interpretation of this Agreement shall be governed by the laws of the State of California. Venue for any legal proceeding arising out of or related to this Agreement shall be in the Superior Court of California for Mono County.

26. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

27. 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 executed in writing by the Parties.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

COUNTY OF INYO


By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mono County Counsel's Office



Inyo County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND THE COUNTY OF INYO FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES

TERM:

FROM: July 1, 2020

TO: June 30, 2025

SCOPE OF WORK:

1. Contractor shall provide the County with registered dietician services to meet the requirements for compliance with nutritional standards set by the California Department on Aging for the provision of senior congregate and home-delivered meals.
2. Such services shall include, but are not limited to, providing inspections of the Antelope Valley Senior Center kitchen; review of recipes; participant education and consultation; staff in-services; preparation time; and follow up phone calls and emails with Contractor staff.
3. The timing and frequency of such tasks will be coordinated between the County and Contractor and shall comply with all applicable legal and regulatory requirements.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND THE COUNTY OF
INYO FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES**

TERM:

FROM: July 1, 2020

TO: June 30, 2025

SCHEDULE OF FEES:

1. Subject to the Contract Limit set forth in Paragraph 3.D of the Agreement, the County shall reimburse Contractor for the dietician services actually performed, provided, and/or otherwise furnished by Contractor at the County's request at the then current rate paid by Contractor for such services (including salary and benefits), plus mileage costs at the then-current United States Internal Revenue Service rate, and per diem costs for out-of-county meal reimbursement at the then-current rate paid by Contractor for out-of-county meals.
2. Per diem meal reimbursement is authorized **only** in conjunction with the following tasks:
 - in-person visits by the Registered Dietician to the Antelope Valley Senior Center; and
 - consultation by the Registered Dietician with recipients of home delivered meals, as required and requested by the County.



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Office of the Sheriff

SUBJECT: Amend the Fiscal Year 2020-2021 Jail CAD RMS budget and authorize purchase order

RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2020-2021 Jail CAD RMS Project Budget #022950 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$25,000 and increase appropriation in Special and Professional Services Object Code 5265 by \$25,000 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Fund #502709 as follows: increase appropriations Operating Transfer Out Object Code 5801 by \$25,000 (*4/5ths vote required*); and C) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of RIMS CIBRS Reporting and authorize the issuance of a purchase order in an amount not to exceed \$25,000, payable to Sun Ridge Systems, Inc. of El Dorado Hills, CA for RIMS CIBRS Reporting.

SUMMARY/JUSTIFICATION:

Law Enforcement agencies are required to start reporting crime data through NIBRS by January 1, 2021. The Sheriff's Office uses the Sun Ridge Systems, Inc. CAD/RMS/911 reporting system known as RIMS to report crime data to state and federal agencies. Sun Ridge Systems, Inc is currently working on a RIMS CIBRS/NIBRS reporting module and implementation to meet the required deadline.

The historic Summary Reporting System (SRS) data collection, which collects more limited information than the more robust National Incident-Based Reporting System (NIBRS), will be phased out to make Unified Crime Reporting (UCR) a NIBRS-only data collection by January 1, 2021.

There is only one known source because:

This is a sole provider of a licensed, copyrighted, or patented good or service.

Sun Ridge Systems, Inc. is a sole source provider of our CAD/RMS/911 reporting system (RIMS).

BACKGROUND/HISTORY OF BOARD ACTIONS:

Approval of this purchase will increase the Sheriff's annual purchasing authority with Sun Ridge Systems from \$22,337 (annual maintenance) to \$47,337 (NIBRS reporting)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended as SunRidge is an exclusive maintenance and warranty provider for our already existing

RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

Auditor
Budget Officer
Purchasing

FINANCING:

With the approval of this budget amendment, there will be sufficient funding in the Jail CAD RMS budget 022950, expense code 5265; and sufficient funding exists in the AB443 Small and Rural County Law Enforcement account. No County General Funds will be utilized for this purchase.

ATTACHMENTS:

1. Sunridge Quote

APPROVALS:

Riannah Reade	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Riannah Reade	Approved - 11/2/2020
Denelle Carrington	Approved - 11/2/2020
Marshall Rudolph	Approved - 11/2/2020
Amy Shepherd	Approved - 11/2/2020
Jeffrey Hollowell	Final Approval - 11/3/2020



To: Riannah Reade, Inyo County Sheriff's Office
From: Tamera Melrose
Subject: Quotation for RIMS Software
Date: October 19, 2020

The following is a quotation for RIMS software based upon your recent request.

Item	Price
RIMS CIBRS Reporting	\$25,000
TOTAL	\$25,000

CIBRS - We are currently designing and developing the California version of our RIMS NIBRS software, however, there are still two significant unknowns that will affect both the cost and schedule. First, the CA DOJ repository software (from a third party vendor; the software that error checks what you send to DOJ and returns an error report to you) is not yet available to vendors such as Sun Ridge for testing. Also, our previous experience in other states has varied as to how long our testing with the repository vendor will take. There is also a certification process that each agency must complete with CA DOJ. We have not yet been advised of the details for the certification process. It could be anywhere from 30 days to six months for each agency or DOJ might have a small number of our agencies go through certification and then certify us as a vendor. The certification process is principally an agency task, but it does involve us and will therefore extend our roll out schedule.

Agencies will be deployed on a first-purchased/first-installed basis.

If you provide us with a purchase order now and we determine a lower price in the future, you will be given the benefit of the lower price.

This quotation is valid for 120 days and may change thereafter. If you have any questions, please call me at 800-474-2565. Thank you for your continued interest in RIMS.



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Office of the Sheriff

SUBJECT: Amend Sheriff budget and authorize purchase of vehicle docking stations.

RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614.

SUMMARY/JUSTIFICATION:

The Sheriff's office has been working towards giving authorized users mobile access to our CAD/RMS information. These vehicle mounts will allow the user a secure location to store the mobile devices and access critical information from the vehicle.

There are two responses to Bid No. 2020-03:

Adamson Police Products \$12,613.55 (lowest)
Niensens' Equipment Maintenance \$16,772.80

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 7th, 2020, your Board authorized the purchase of mobile devices for use with the CAD/RMS/911 communication system. We have been field testing these devices and determined the safest way to have them in vehicles is to purchase vehicle mounted docking stations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase the mobile tablet mounts. Staff does not recommend this action. These docking stations will increase accuracy of data collected, facilitate compliance with state mandates and allow for deputies to write reports in the field and access CAD/RMS information remotely.

OTHER AGENCY INVOLVEMENT:

Auditor

Budget Officer
Purchasing

FINANCING:

With the approval of this budget amendment, there will be sufficient funding in the Sheriff General budget 022700, expense code 5112. There is sufficient funding in the AB443 Small and Rural County Law Enforcement account to facilitate this transfer. No County General Fund will be utilized for this purchase.

ATTACHMENTS:

1. Bid Tabulation Sheet & Bids

APPROVALS:

Riannah Reade	Created/Initiated - 11/2/2020
Darcy Ellis	Approved - 11/2/2020
Riannah Reade	Approved - 11/2/2020
Denelle Carrington	Approved - 11/2/2020
Marshall Rudolph	Approved - 11/2/2020
Amy Shepherd	Approved - 11/2/2020
Jeffrey Hollowell	Final Approval - 11/3/2020

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020-03

Bid Opening Date: 10/28/20 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Nielsen's Equipment	\$16,772.80					
2.	Adamson Police Products	\$12,613.55					
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy Ellis

Present: Emma Bills



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY SHERIFF'S DEPARTMENT
PO DRAWER S
INDEPENDENCE, CA 93526

RETURN BIDS TO:

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

BID OPENING: **DATE: Wednesday, October 28, 2020 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

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

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

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

DATED AT Mammoth Lakes, CA. (CITY & STATE)

OCT 19th, 2020

CASH DISCOUNT TERMS NONE

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



NAME OF COMPANY Nielsen's Equipment Maintenance

NAME OF COMPANY REPRESENTATIVE (PRINTED) John Nielsen

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 451 Commerce Cr. #3

CITY AND STATE Mammoth Lakes, CA, 93546

PHONE NUMBER 760-924-5611

FAX NUMBER NONE

This bid was received on Oct. 22, 2020
20 3:19 p.m.

ATTEST: Clint Gullter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

DESCRIPTION:

Vehicle Specific Mount, Docking Station and Tablet Case for Apple iPad Air 3

ITEM #1 (28 UNITS) *HAVIS PKG-TAB-APP1* 269.00 ea 7532.00

Vehicle docking station and tablet case for Apple iPad Air 3 (10.5"). Must include:

- compatible in portrait and landscape orientation
- LED power indicator light
- low profile design maximizes space
- full access to camera, speakers, and controls
- device and case integrated charging when device is docked
- kickstand on case to provide angled viewing
- case integrated stylus holder
- case integrated adjustable hand strap included
- low profile design to maximize available space inside of vehicle
- rounded corners and edges for safety during airbag deployment
- device to be key lockable to docking station for security
- certifications: Vibration Testing: MIL-STD 810G 514.5, crash test: SAE J1455 30mph Crash Testing, cycle test: latch handle & docking connector mechanism greater than or equal to 30,000 cycles, environmental testing: hot/cold operational & storage and thermal shock
- USB: USB 2.0, providing charge only to devices (2)
- dock input power: 12V nominal (10-17 VDC input)
- compatible with factory mounting bolt pattern of Item #2

ITEM #2 (23 UNITS) *HAVIS PKG-PSM-153* 275.00 ea 6325.00

Passenger side device mount package for 2013-2019 Ford Interceptor Utility & 2011-2019 Ford Explorer (retail). Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #3 (1 UNIT) *HAVIS PKG-PSM-109* 323.00 ea 323.00

Passenger side device mount package for 1997-2017 Ford Expedition. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #4 (4 UNITS) *HAVIS PKG-PSM-185* 335.00 1340.00

Passenger side device mount package for 2018-2020 Ford Expedition & 2015-2020 Ford F-150. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

NOTE SHIP TO ADDRESS INDICATED ON PAGE 1 OF INSTRUCTIONS AND CONDITIONS

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

Subtotal	<u>15,520.00</u>
Sales Tax (7.75%)	<u>1,202.80</u>
Shipping Charge	<u>50.00</u>
Total	<u>16,772.80</u>

Indicate any exception to the bid:

NONE

Bid prices will remain valid and in effect through 12-31-2020

Delivery will be made in 45 days after receipt of order.

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.

Name of Business: Nielsen's Equipment Maintenance
Name of Person Completing This Form: John Nielsen
Telephone Number: 760-924-5611
E-mail Address: nielsen@qmet.com
Bid/Proposal Name: 2020-03

1. Business Location

In which county is your business located? Mono

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address: 451 Commerce Circle #3
City: Mammoth Lakes State: Ca Zip: 93546

Is the business identified above: Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name: <u>John Nielsen</u>	<input checked="" type="radio"/> FT, PT, or % Share [circle (click) one]	Name: _____	FT, PT, or % Share [circle (click) one]
Address: <u>487 N. Fowler St.</u>		Address: _____	
City, State, and ZIP: <u>Bishop, Ca 93514</u>		City, State, and ZIP: _____	

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Signature:  Date: 10-19-20

RECEIVED

2020 OCT 22 PM 3:19

INYO COUNTY
ADMINISTRATOR
CLERK

INYO COUNTY BOARD CLERK
P.O. DRAWER N OR
168 NO. EDWARDS ST
INDEPENDENCE, CA 93526
BID NO. 2020-03

Nielsen's Equipment Maintenance
487 N. Fowler St.
Bishop, CA 93514

2020-03

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY SHERIFF'S DEPARTMENT
PO DRAWER S
INDEPENDENCE, CA 93526

RETURN BIDS TO:

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

BID OPENING:

DATE: Wednesday, October 28, 2020 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

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

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

INSTRUCTIONS & CONDITIONS

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

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

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

DATED AT Los Alamitos, CA (CITY & STATE)

Oct 14th, 20 20

CASH DISCOUNT TERMS 2% 21 - NET 30

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

NAME OF COMPANY ADAMSON POLICE PRODUCTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) DANNY BUR

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 10764 WAEL Street

CITY AND STATE LOS Alamitos CA 90720

PHONE NUMBER (714) 220-8986

FAX NUMBER _____ EMAIL: DBur@POLICEPRODUCTS.COM

DESCRIPTION:

Vehicle Specific Mount, Docking Station and Tablet Case for Apple iPad Air 3

ITEM #1 (28 UNITS) # PKG-TAB-APP1

\$ 19250/cu x 28 =
\$ 5390⁰⁰

Vehicle docking station and tablet case for Apple iPad Air 3 (10.5"). Must include:

- compatible in portrait and landscape orientation
- LED power indicator light
- low profile design maximizes space
- full access to camera, speakers, and controls
- device and case integrated charging when device is docked
- kickstand on case to provide angled viewing
- case integrated stylus holder
- case integrated adjustable hand strap included
- low profile design to maximize available space inside of vehicle
- rounded corners and edges for safety during airbag deployment
- device to be key lockable to docking station for security
- certifications: Vibration Testing: MIL-STD 810G 514.5, crash test: SAE J1455 30mph Crash Testing, cycle test: latch handle & docking connector mechanism greater than or equal to 30,000 cycles, environmental testing: hot/cold operational & storage and thermal shock
- USB: USB 2.0, providing charge only to devices (2)
- dock input power: 12V nominal (10-17 VDC input)
- compatible with factory mounting bolt pattern of Item #2

ITEM #2 (23 UNITS) PKG-PSM-153 \$ 208⁰⁰ x 23 = \$ 4784⁰⁰

Passenger side device mount package for 2013-2019 Ford Interceptor Utility & 2011-2019 Ford Explorer (retail). Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #3 (1 UNIT) PKG-PSM-109 \$ 197⁰⁰ x 1 = \$ 197⁰⁰

Passenger side device mount package for 1997-2017 Ford Expedition. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #4 (4 UNITS) PKG-PSM-185 \$ 21195 x 4 = \$ 84780

Passenger side device mount package for 2018-2020 Ford Expedition & 2015-2020 Ford F-150. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

NOTE SHIP TO ADDRESS INDICATED ON PAGE 1 OF INSTRUCTIONS AND CONDITIONS

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

Subtotal	<u>11242²⁸</u>
Sales Tax (7.75%)	<u>87127</u>
Shipping Charge	<u>500⁰⁰</u>
Total	<u>12613⁵⁵</u>

Indicate any exception to the bid:

estimated shipping charge. Maybe less or up to \$500.

Bid prices will remain valid and in effect through DEC 31th, 2020

Delivery will be made in 35-45 days after receipt of order.



This bid was received on Oct. 19, 2020
at 11:38 a.m.
Attest: [Signature] Administrative Officer
and Clerk of the Board Inyo County, California
Assistant



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: County Administrator

SUBJECT: Emergency Services Manager Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective November 26, 2020, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

During the COVID emergency, it became apparent that the Emergency Services Manager must perform at a much higher level than was expected when the position was created. It requires substantive coordination both within our organization and with outside organizations. The County has recently conducted a compensation study that included the Emergency Services Manager position. The results showed the position did in fact merit an adjustment. The salary that is proposed herein is consistent with the market based on that compensation study.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve contract amendment and continue in its current form.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Budget 023700 - Disaster (50%)
Budget 623820 - 2020 EMPG (50%/50%)

ATTACHMENTS:

1. Williams Amendment 1

APPROVALS:

Darcy Ellis
Sue Dishion

Created/Initiated - 11/10/2020
Approved - 11/10/2020

Marshall Rudolph
Amy Shepherd

Approved - 11/10/2020
Final Approval - 11/10/2020

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Kelley Williams (hereinafter referred to as "Emergency Services Manager"), have entered into an Agreement for the Provision of Personal Services dated April 19, 2018, on County of Inyo Standard Contract No. 208, for the term from April 19, 2018, until terminated.

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

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

County and Contractor hereby amend such Agreement as follows:

As of the effective date of this Amendment, Attachment B (Schedule of Fees) is amended to read as set forth in the revised Attachment B, which is attached hereto and incorporated herein by this reference.

The effective date of this Amendment to the Agreement is November 17, 2020.

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

**ATTACHMENT B
(REVISED)**

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Effective November 26, 2020, and continuing until May 26, 2021, Emergency Services Manager shall be paid \$3,786.35 every two weeks on County paydays (i.e., a total of 14 pay periods at that amount). Said amount includes a component for "longevity." Effective May 27, 2021, Emergency Services Manager shall be paid at Range 82, Step E (currently \$7,677 per month), plus applicable longevity pay, every two weeks on County paydays.
2. The County Administrator will review Emergency Services Manager's performance annually. As a result of such review, the County Administrator may authorize an increase or decrease in Emergency Services Manager's salary to a higher step in the range for Emergency Services Manager's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Emergency Services Manager's employment shall also be covered by the County's Personnel Rules and Regulations and by the Non-Represented Employees' Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Emergency Services Manager's employment.)
4. County will provide a County vehicle for use. County vehicle will be housed at 163 May Street.
5. Emergency Services Manager is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
6. Effective November 25, 2020, Emergency Services Manager shall no longer be entitled to receive "on call" pay. It has also been determined that, through no fault of either party, Emergency Services Manager has received an overpayment of \$3,775.00 in previous on-call pay, which she shall repay no later than May 26, 2021.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

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

COUNTY OF INYO

By: _____

Dated: _____

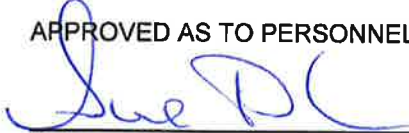
APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

CONTRACTOR

By:  _____

Signature

Print of Type Name

Dated: 11/10/20 _____





County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Confirmation of Delegates and Alternates to the RCRC, Golden State Finance Authority, and Environmental Services Joint Powers Authority boards of directors

RECOMMENDED ACTION:

Request Board: A) confirm from among its members a delegate and alternate to the boards of directors for both the Rural County Representatives of California and the Golden State Finance Authority; and B) confirm a supervisor as delegate and a staff member as Inyo County's alternate to the Environmental Services Joint Powers Authority.

SUMMARY/JUSTIFICATION:

The Rural County Representatives of California (RCRC) requires each of its member counties to confirm a Delegate and Alternate to serve on the RCRC Board of Directors every calendar year. In anticipation of the first RCRC Board meeting of 2021, scheduled for January 13, the Board of Supervisors is being asked to make its selections this fall/winter so that they may be submitted to RCRC staff ahead of time.

The Golden State Financial Authority (GSFA), a program of RCRC, also requires confirmation of member counties' Delegates and Alternates for its Board of Directors. Traditionally, the same Supervisors selected to serve as the Delegate and Alternate for the RCRC Board of Directors are confirmed as the Delegates and Alternates for the GSFA.

RCRC also requires member counties to confirm a Delegate and at least one Alternate to the board of directors for the Environmental Services Joint Powers Authority (ESJPA). The ESJPA bylaws require that a Supervisor be the Delegate. Alternates are generally a staff member in charge of solid waste/recycling programs for the county. Last year - at the suggestion of the Assistant County Administrator - the Board confirmed Recycling and Waste Management Superintendent Cap Aubrey as Inyo County's Alternate.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Chairperson Matt Kingsley currently serves as Inyo County's delegate on the RCRC, GSFA, and ESJPA boards of directors. Supervisor Rick Pucci serves as the alternate to the RCRC and GSFA boards.

Chairperson Kingsley is also finishing out his term as Immediate Past Chair of RCRC.

Recycling and Waste Management Superintendent Cap Aubrey is Inyo County's alternate to the ESJPA board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to confirm new Board of Directors representatives for RCRC or the Golden State Financial Authority and Environmental Services Joint Powers Authority, but this is not recommended, as the confirmations are required of member counties. Your Board could also choose to wait until after the new year to makes its selections.

OTHER AGENCY INVOLVEMENT:

RCRC

FINANCING:

There are no fiscal impacts to the County associated with these confirmations.

ATTACHMENTS:

1. Rural County Representatives of California (RCRC) 2021 Memo Form
2. Golden State Finance Authority (GSFA) 2021 Memo Form
3. Environmental Services Joint Powers Authority (ESJPA) 2021 Memo Form

APPROVALS:

Darcy Ellis

Created/Initiated - 11/10/2020

Darcy Ellis

Final Approval - 11/10/2020



To: RCRC Board of Directors
RCRC Board Alternates
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

As we're approaching the end of another year, this is a reminder that annually the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2021 and Installation of Officers will be held virtually on January 13th.

To ensure we have the necessary Delegate and Alternate confirmations, once determined, please utilize the attached designation form to provide your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



**Designation of 2021 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa.org

To: GSFA Board of Directors
GSFA Board Alternates
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Greg Norton, Executive Director

Date: November 5, 2020

Re: Designation of the 2021 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2021 will be held on January 13th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form



**Designation of 2021 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

CHAIR – MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR – DENISE CARTER, COLUSA COUNTY
EXECUTIVE DIRECTOR – GREG NORTON

TECHNICAL ADVISORY GROUP (TAG)
TAG CHAIR – TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR – GREG STANTON, EL DORADO COUNTY
PROGRAM MANAGER – STACI HEATON

To: ESJPA Board of Directors
ESJPA Alternates
ESJPA CAO's
ESJPA Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 ESJPA Delegates and Alternates -
ACTION REQUIRED

The first ESJPA Board of Directors meeting of 2021 will be held on Thursday, March 11th. Please complete the attached designation form specifying the official Delegate and Alternate for your county.

Upon the official determination by the county, please provide confirmation of your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Additionally, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at gnorton@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

**Designation of 2021 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)**

Board of Directors

Date: _____

County: _____

Delegate: Supervisor _____

1st Alternate: _____

2nd Alternate: _____

**An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.*

Authorization:



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 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 November 3, 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 - 11/10/2020
Final Approval - 11/10/2020