

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 signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings 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.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. 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 9, 2021 - 9:30 A.M.

1. **PUBLIC COMMENT** (Comments may be time-limited)

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code § 54956.9(c). Number of potential cases: one.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – 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 – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, County Counsel John-Carl Vallejo, 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** (*Comments may be time-limited*)
 7. **PROCLAMATION** - Request Board approve a proclamation declaring November 11, 2021 as Veterans Day in Inyo County.
 8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 9. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

10. **County Administrator - Personnel** - Request Board approve the contract between the County of Inyo and Meaghan McCamman for provision of professional services as Assistant County Administrator at a monthly salary of \$11,777, effective November 11, 2021, and authorize the County Administrator to sign.
11. **County Counsel** - Request Board:
 - A) Approve the job descriptions for Chief Deputy County Counsel and Assistant County Counsel positions;
 - B) Change the Authorized Strength in the County Counsel's Office by deleting one Senior Assistant County Counsel position at Range 97 (\$9,483 - \$11,529);
 - C) Allow flexibility within the County Counsel Authorized Staffing by adding either one Chief Deputy County Counsel at Range 97 (\$9,483 - \$11,529), or one Assistant County Counsel at Range 160 (\$10,682 - \$12,984) or allow the hiring of one Deputy County Counsel I-IV based on qualifications;
 - D) Find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Deputy County Counsel I through Assistant County Counsel exists in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; and
 2. 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
 - E) Approve the hiring of one position of Deputy County Counsel I through Assistant County Counsel, depending on the qualifications of applicants.
12. **Public Works - Road Department** - Request Board approve the hiring of the Road Superintendent at Range 78, Step E, retroactive to the hire date of October 14, 2021.

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

13. **Health & Human Services - Social Services** - Recommend Board approve the agreement between the Federal Social Security Administration (SSA) and the County of Inyo, allowing the SSA to continue to provide services in Bishop through videoconferencing equipment to be installed at the County Consolidated Office

Building in Bishop, and authorize the HHS Director to sign.

14. **Public Works** - Request Board: A) declare Stanley Access Technologies of Walnut Creek, CA a sole-source provider; and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to Stanley Access Technologies of Walnut Creek, CA for the purchase and installation of an electric door at the Consolidated Office Building.
15. **Public Works** - Request Board approve the plans and specifications for the Agriculture Department Building Electric Gate Project and authorize the Public Works Director to advertise the project.

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

16. **Clerk of the Board** - Request Board consider and approve the request from Chairperson Griffiths, in accordance with County policy, to rename the Consolidated Office Building the "Clint G. Quilter Consolidated Office Building" in honor of the late County Administrator (*4/5ths vote required*).
17. **Planning Department** - Request Board review the comment letter prepared by staff regarding the Forest Service Region 5 Post Disturbance Hazardous Tree Management Project; provide comments; and potentially authorize the Chairperson to sign.
18. **County Counsel** - Request Board approve a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 4.12.090 to the Inyo County Code Regarding Liens for Delinquent Water Bills."
19. **County Counsel** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 1.12 of the Inyo County Code Regarding Supervisorial Districts," and schedule enactment for November 16, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

20. **11 a.m. - County Counsel** - Request Board conduct a noticed hearing as part of the 2021 redistricting process.
21. **11:30 a. m. - Board of Supervisors** - Request Board conduct workshop with Inyo National Forest Supervisor Lesley Yen to address issues surrounding Forest closures due to wildfires burning throughout the State.

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

22. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA RECOGNIZING NOVEMBER 11, 2021 AS VETERANS DAY

WHEREAS, America's veterans have fought to defend our country, its values, and its interests since the first days of our founding; they have defeated tyrants, eliminated terrorists, and secured freedom at home and abroad, and their courage and fortitude in the face of adversity serve as an example for all Americans;

WHEREAS, our veterans represent the best of America, and they deserve the best America can provide them; and

WHEREAS, to recognize and respect the contributions our service men and women have made in defense of America, and to advance the cause of peace, the Congress has provided, as outlined in 5 U.S.C. 6103(a), that November 11th of each year shall be set aside as a legal public holiday to recognize all of America's veterans – living or dead; and

WHEREAS, almost 33 million American men and women have bravely served their nation during World War I, World War II, the Korean War, the Vietnam War, and the War on Terrorism; and

WHEREAS, these Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen selflessly placed lives, well-being, and security of others before their own so that we may enjoy the privileges of peace, prosperity, and freedom – and we are forever indebted to them beyond measures; and

WHEREAS, for their love of country and dedication to duty, America's veterans have endured adversity, loneliness, fatigue, loss, and made many other incredible sacrifices; and

WHEREAS, many veterans suffered life-altering physical injuries and disabilities, while others bear the burden of emotional and psychological scars for the remainder of their lives; and

WHEREAS, our Nation's veterans fully understand liberty's high and precious cost, for they have paid it every day since the formation of our Republic; and

WHEREAS, 18.2 million living veterans served during at least one war as of 2018, and these military men and women come from all walks of life; they are parents, children, grandparents, friends, neighbors, and coworkers, and are an important part of their communities; and

WHEREAS, we owe all veterans our unending gratitude and the promise to never forget their faithful, humble, and valiant service in times of war and peace or their sacrifices, we also must do our utmost to support those military service personnel returning home to live productive civilian lives; and

WHEREAS, tragically, an average of 20 veterans and service members die by suicide each day, and our Nation must make the mental health and welfare of our veterans a top priority; and

WHEREAS, our precious liberty has survived and thrived because of generations of brave Americans – from every background and walk of life – who have answered the call to support and defend the United States; and

WHEREAS, the gravity of these heroes’ contribution is immeasurable and so is our debt to every single one of our Nation’s veterans.

NOW, THEREFORE, BE IT PROCLAIMED, the Inyo County Board of Supervisors does hereby and gratefully honor the valor, sacrifice, and dutiful service of our Nation’s veterans, past and present, by recognizing November 11, 2021 as Veterans Day in Inyo County.

NOW, THEREFORE, BE IT FURTHER PROCLAIMED that the Inyo County Board of Supervisors calls upon the people of Inyo to participate in community service in honor of our veterans, to support efforts to provide for and improve the well-being of our military service men and women, and to never take your hard-fought freedom for granted.

APPROVED AND ADOPTED this 9th day of November 2021, by the Inyo County Board of Supervisors.

An American flag is shown waving in the background, partially obscured by the text. The flag features the stars and stripes of the United States flag.

Jeff Griffiths,
Chairperson,
County of Inyo Board of Supervisors

Attest: *LESLIE L. CHAPMAN*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Leslie Chapman

SUBJECT: Assistant County Administrator Contract

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Meaghan McCamman for provision of professional services as Assistant County Administrator at a monthly salary of \$11,777, effective November 11, 2021, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

Ms. McCamman has a wealth of experience in county government, and this move into the Assistant County Administrator position will allow the County to move forward with succession planning as previously discussed with your Board, along with moving housing and economic development projects forward.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however, this is not recommended.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funding for this position is included in the Fiscal Year 2021-2022 Board Approved Economic Development Budget #010202, in the salaries and benefits object codes.

ATTACHMENTS:

1. McCamman - Assistant CAO Contract

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
John Vallejo
Amy Shepherd

Created/Initiated - 10/21/2021
Approved - 10/21/2021
Approved - 11/3/2021
Approved - 11/3/2021
Final Approval - 11/4/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, MEAGHAN MCCAMMAN (hereinafter referred to as "Assistant County Administrator") has been or will be duly appointed as an Assistant County Administrator for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Assistant County Administrator desire to set forth the manner and means by which Assistant County Administrator will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Assistant County Administrator hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant County Administrator shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Assistant County Administrator under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Assistant County Administrator will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract

3. TERM.

The term of this Agreement shall be from _November 11, 2021 until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. County shall reimburse Assistant County Administrator for the travel expenses and per diem which Assistant County Administrator incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Assistant County Administrator for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Assistant County Administrator without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant County Administrator shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Assistant County Administrator will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Assistant County Administrator by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Assistant County Administrator's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant County Administrator that the performance of these services and work will require a varied schedule. Assistant County Administrator, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant County Administrator to provide the services and work described in Attachment A must be procured by Assistant County Administrator and be valid at the time Assistant County Administrator enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant County Administrator 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, and professional licenses or certificates. Assistant County Administrator will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Assistant County Administrator and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant County Administrator with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant County Administrator to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant County Administrator by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant County Administrator will use reasonable care to protect, safeguard and maintain such items while they are in Assistant County Administrator's possession.

B. Products of Assistant County Administrator's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled,

compiled by, or are the result or product of, Assistant County Administrator's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Assistant County Administrator will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant County Administrator for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Assistant County Administrator for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Assistant County Administrator is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Assistant County Administrator harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant County Administrator's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant County Administrator one hundred eighty (180) days written notice of such intent to terminate. Assistant County Administrator may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Assistant County Administrator. County has relied upon the skills, knowledge, experience, and training of Assistant County Administrator as an inducement to enter into this Agreement. Assistant County Administrator shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Assistant County Administrator agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant County Administrator agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant County Administrator only as allowed by law.

15. CONFLICTS.

Assistant County Administrator agrees that Assistant County Administrator has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of the work and services under this Agreement. Assistant County Administrator agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Assistant County Administrator	
<u>MEAGHAN MCCAMMAN</u>	Name
<u>243 Mesquite Road</u>	Street
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
11th DAY November, 2021.

COUNTY OF INYO

ASSISTANT COUNTY ADMINISTRATOR

By: _____

By Meaghan McCamman
Print or Type Name

Dated: _____



Signature

Dated: 11/2/2021

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: November 11, 2021 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant County Administrator shall perform the duties and responsibilities as identified in the job description for Assistant County Administrator incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: November 11, 2021 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant County Administrator shall be paid \$11,777 per month, and shall be paid every two weeks on County paydays. Department Head is starting at step C in the salary and upon supervisor approval will move up the steps on anniversary date.
2. The County Administrator will review Assistant County Administrator's performance annually.
3. Except as otherwise provided in this contract, Assistant County Administrator shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant County Administrator's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. Assistant County Administrator is entitled to eighty (80) 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. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: November 11, 2021 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Assistant County Administrator for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Assistant County Administrator will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\ NOTHING FOLLOWS ///



County of Inyo



County Counsel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 9, 2021

FROM: John Vallejo

SUBJECT: County Counsel Office Restructuring

RECOMMENDED ACTION:

Request Board:

- A) Approve the job descriptions for Chief Deputy County Counsel and Assistant County Counsel positions;
- B) Change the Authorized Strength in the County Counsel's Office by deleting one Senior Assistant County Counsel position at Range 97 (\$9,483 - \$11,529);
- C) Allow flexibility within the County Counsel Authorized Staffing by adding either one Chief Deputy County Counsel at Range 97 (\$9,483 - \$11,529), or one Assistant County Counsel at Range 160 (\$10,682 - \$12,984) or allow the hiring of one Deputy County Counsel I-IV based on qualifications;
- D) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. the availability of funding for one (1) Deputy County Counsel I through Assistant County Counsel exists in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; and
 - 2. 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
- E) Approve the hiring of one position of Deputy County Counsel I through Assistant County Counsel, depending on the qualifications of applicants.

SUMMARY/JUSTIFICATION:

With the recent retirement of the County Counsel and promotion of the Senior Assistant to the County Counsel position, there is a key vacancy in the office that is important for the County to be filled. This agenda item allows the office to fill the vacancy via broad recruitment parameters to ensure a high likelihood of recruiting quality applicant(s). To be clear, the total number of staff in the Authorized Staffing in the County Counsel Office is not changing, only the ability to hire the position is requested. The changing of the authorized strength in the Senior Assistant position is warranted to allow for competitive recruitment, to help in the office's future retention capacity, re-establishment of parity between the Administrative and County Counsel assistant positions, and to eliminate the somewhat confusing duplicity of "Assistant" positions currently existing in the office. Additionally, this agenda item allows for the recruitment of the position to be a Deputy County Counsel I position all the way up to the Assistant County Counsel position, providing greater flexibility within the County Counsel Office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make the suggested changes to the office structure and/or not authorize the recruitment to fill the open position. This is not recommended due to the importance of the recommended actions to the County's operations.

OTHER AGENCY INVOLVEMENT:

CAO, Personnel

FINANCING:

Funding for position is included in the County Counsel Budget #010700 in the salaries and benefits object codes.

ATTACHMENTS:

1. Assistant County Counsel Job Description
2. Chief Deputy County Counsel Job Description

APPROVALS:

John Vallejo	Created/Initiated - 10/28/2021
Darcy Ellis	Approved - 11/2/2021
Sue Dishion	Approved - 11/2/2021
Amy Shepherd	Approved - 11/2/2021
John Vallejo	Approved - 11/2/2021
Leslie Chapman	Final Approval - 11/4/2021



ASSISTANT COUNTY COUNSEL

CLASS CHARACTERISTICS:

Assistant: This single position classification is responsible for assisting the County Counsel with administering the ongoing activities of the County Counsel's Office. The incumbent serves at the pleasure of the appointing authority and assists in accomplishing departmental goals and objectives within general policy guidelines. The incumbent also provides professional legal services and advice to the Board of Supervisors, County departments, special districts and commissions on civil and administrative legal matters. This position is distinguished from the Chief Deputy County Counsel position by playing a larger role in supervision and management of the other office personnel (including supervision of the Chief Deputy County Counsel), development and administration of the budget, directing department operations, and by serving as second-in-command to the county counsel and primary acting county counsel in the county counsel's absence.

LEVEL OF RESPONSIBILITY AND SCOPE:

Receives administrative direction from the County Counsel. May exercise direct supervision over professional, technical, and clerical personnel.

EXAMPLES OF ESSENTIAL DUTIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

Analyzes and resolves complex legal issues associated with County government and its operations.

Identifies with the County Counsel the direction and goals of the Office.

Plans and participates in the general planning for the Office.

Implements directions and policies established by County Counsel.

Develops strategies/plans to accomplish specific goals.

Organizes the deputies' duties to align with established goals.

Manages the work and develops performance standards for deputies.

Assigns, directs, and reviews the work of attorneys assigned under his/her direction.

Consults with high level County officials on significant/complex litigation, legal/administrative problems; and advises and provides recommendations in association with legal implications in the development/implementation of policy.

Advises and assists in training deputies in law, research, and litigation techniques.

Acts in the absence of County Counsel or at his/her direction.

Represents County Counsel at various meetings of boards and commissions within the County.

Prepares, maintains, and implements policies and procedures in the Office of County Counsel to ensure compliance and consistency with legal mandates, laws, and guidelines as well as the directives of the Board of Supervisors and the County Counsel.

Recommends and participates in the appointment of departmental personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures as requested; maintains employee morale and high standards necessary for the efficient and professional operation of the County Counsel's Office.

Identifies operational and administrative issues and/or problems; works with staff in the formulation of effective prompt solutions; oversees, coordinates, and monitors the implementation of new and/or modified processes, systems, and/or procedures as necessary and as approved.

Represents the County Counsel and his/her Office to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Directs, monitors, and oversees the development of the County Counsel's annual budget; provides oversight and direction in the on-going administration of the budget's revenue and expenditure transactions, recordkeeping, and fiscal reporting.

All members of the County Counsel's Office work on day-to-day matters as they arise, which include but are not limited to the following:

Timely reviews and analyzes Legal Requests [Pink Sheets] that present a myriad of issues many of which following review will be included on the weekly posted Agenda to go before the Board of Supervisors at public meetings.

Provides advice on the Brown Act in advance of and during public meetings.

Participates in the review, research and preparation of a variety of contracts and agreements; oversees and offers legal opinions on assigned contracts and agreements to ensure on-going compliance and adherence to contractual obligations.

Analyzes, appraises and organizes facts, evidence and precedents and presents such material orally and in writing in a clear and logical form.

Directs, coordinates, monitors, and participates in the legal research and writing of opinions, legal briefs, petitions, ordinances, resolutions, court orders, contracts, Board Orders and/or related correspondence and documents to support and best serve the interests of the County, its departments, and its citizens.

Researches and prepares technical and administrative reports.

Defends the County and other designated governmental agencies in litigation proceedings; participates in and coordinates the preparation and trials of significant cases in federal, state, or local courts.

Prepares written correspondence and assists in assembling and responding to Public Record Act Requests.

Analyzes complex problems quickly and objectively, evaluates alternatives, makes sound recommendations, and successfully implements effective solutions.

Analyzes work papers, reports and special projects; identifies and interprets technical and numerical information on a variety of issues; observes and problem solves operational and technical policies and procedures; and explains relevant policies, procedures and matters of law to County officers, employees, outside counsel and the general public.

Communicates clearly and concisely, both orally and in writing.

Operates and utilizes a variety of office equipment including computer hardware, software, and peripheral equipment at a sufficient level for successful job performance.

Works with various cultural and ethnic groups in a tactful and effective manner.

MINIMUM QUALIFICATIONS:

EXPERIENCE AND TRAINING:

Assistant:

Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

Experience:

At least seven (7) years of progressively responsible practice of law within the state of California to include at least five (5) years of such practice performing progressively responsible duties in the representation of public entities or comparable legal experience in the private sector.

Training:

Graduation from a recognized law school, or the completion of an equivalent program certified by the California State Bar.

LICENSE OR CERTIFICATE:

Active membership in good standing with the California State Bar Association.

Admission to practice before state and federal courts.

A valid Class C California driver's license and an insurance certificate proving adequate vehicle insurance.

REQUIRED KNOWLEDGE:

Court proceedings, discovery techniques, jury selection, settlement practices and other matters related to trial and appellate practice.

Rules of practice in California and federal trial and appellate courts, and quasi-judicial bodies.

Federal, state, and local statutory, regulatory, administrative and case law applicable to local jurisdictions.

Substantive and procedural law applicable to juvenile dependency matters.

Principles of personnel management and supervision.

The Brown Act, the Conflict of Interest Laws and other laws relevant to County operations.

Contemporary trends and practices of County Counsel Office operations

REQUIRED SKILLS AND ABILITIES:

Demonstrated ability to perform skills required by the Essential Job Functions.

Ability and willingness to perform the basic day-to-day work required in a small office, as well as manage.

Ability to quickly research legal questions, apply law to facts and issue a legally defensible opinion.

Ability to manage the overall litigation activities of the County: prepare, present, and conduct complex lawsuits, cases and appeals in an effective manner.

Ability to maintain and take appropriate steps to preserve confidentiality.

Ability to communicate effectively with a variety of individuals representing diverse cultures and backgrounds and function calmly in adverse situations, which require a high degree of sensitivity, tact and diplomacy.

Demonstrated ability to supervise others.



CHIEF DEPUTY COUNTY COUNSEL

CLASS CHARACTERISTICS:

CHIEF DEPUTY COUNTY COUNSEL DESCRIPTION: A Chief Deputy County Counsel is an experienced Deputy County Counsel who has attained the highest step for a Deputy County Counsel IV. A Chief Deputy County Counsel is responsible for all duties described in the job description for a Deputy County Counsel IV, and also assisting the County Counsel with administering the ongoing activities of the County Counsel's Office and assists in developing and implementing departmental goals and objectives within general policy guidelines. A Chief Deputy County Counsel receives administrative direction from the Assistant County Counsel and the County Counsel and can be called upon to exercise direct supervision over professional, para-professional, technical, and clerical personnel. A Chief Deputy County Counsel is an "at will" position subject to specific contractual rights and obligations as specifically set forth in an individual Chief Deputy County Counsel 's contract.

LEVEL OF RESPONSIBILITY AND SCOPE:

Receives administrative direction from the Assistant County Counsel and the County Counsel. May exercise direct supervision over professional, technical, and clerical personnel.

EXAMPLES OF ESSENTIAL DUTIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

Analyzes and resolves complex legal issues associated with County government and its operations.

Identifies with the County Counsel the direction and goals of the Office.

Plans and participates in the general planning for the Office.

Implements directions and policies established by County Counsel.

Develops strategies/plans to accomplish specific goals.

Assigns, directs, and reviews the work of attorneys assigned under his/her direction.

Consults with high level County officials on significant/complex litigation, legal/administrative problems; and advises and provides recommendations in association with legal implications in the development/implementation of policy.

Advises and assists in training deputies in law, research, and litigation techniques.

Represents County Counsel at various meetings of boards and commissions within the County.

Assists in the preparation, maintenance, and implementation of policies and procedures in the Office of County Counsel to ensure compliance and consistency with legal mandates, laws, and guidelines as well as the directives of the Board of Supervisors and the County Counsel.

Participates in the appointment of departmental personnel; provides or coordinates staff training; provides input in performance evaluations of lower level staff; implements discipline procedures as requested; maintains employee morale and high standards necessary for the efficient and professional operation of the County Counsel's Office.

Identifies operational and administrative issues and/or problems; works with staff in the formulation of effective prompt solutions; oversees, coordinates, and monitors the implementation of new and/or modified processes, systems, and/or procedures as necessary and as approved.

Represents the County Counsel and his/her Office to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

All members of the County Counsel's Office work on day-to-day matters as they arise, which include but are not limited to the following:

Timely reviews and analyzes Legal Requests [Pink Sheets] that present a myriad of issues many of which following review will be included on the weekly posted Agenda to go before the Board of Supervisors at public meetings.

Provides advice on the Brown Act in advance of and during public meetings.

Participates in the review, research and preparation of a variety of contracts and agreements; oversees and offers legal opinions on assigned contracts and agreements to ensure on-going compliance and adherence to contractual obligations.

Analyzes, appraises and organizes facts, evidence and precedents and presents such material orally and in writing in a clear and logical form.

Directs, coordinates, monitors, and participates in the legal research and writing of opinions, legal briefs, petitions, ordinances, resolutions, court orders, contracts, Board Orders and/or related correspondence and documents to support and best serve the interests of the County, its departments, and its citizens.

Researches and prepares technical and administrative reports.

Defends the County and other designated governmental agencies in litigation proceedings; participates in and coordinates the preparation and trials of significant cases in federal, state, or local courts.

Prepares written correspondence and assists in assembling and responding to Public Record Act Requests.

Analyzes complex problems quickly and objectively, evaluates alternatives, makes sound recommendations, and successfully implements effective solutions.

Analyzes work papers, reports and special projects; identifies and interprets technical and numerical information on a variety of issues; observes and problem solves operational and technical policies and procedures; and explains relevant policies, procedures and matters of law to County officers, employees, outside counsel and the general public.

Communicates clearly and concisely, both orally and in writing.

Operates and utilizes a variety of office equipment including computer hardware, software, and peripheral equipment at a sufficient level for successful job performance.

Works with various cultural and ethnic groups in a tactful and effective manner.

MINIMUM QUALIFICATIONS:

EXPERIENCE AND TRAINING:

Chief Deputy:

Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

Experience:

At least five (5) years of progressively responsible practice of law within the state of California to include at least four (4) years of such practice performing progressively responsible duties in the representation of public entities or comparable legal experience in the private sector.

Training:

Graduation from a recognized law school, or the completion of an equivalent program certified by the California State Bar.

LICENSE OR CERTIFICATE:

Active membership in good standing with the California State Bar Association.

Admission to practice before state and federal courts.

A valid Class C California driver's license and an insurance certificate proving adequate vehicle insurance.

REQUIRED KNOWLEDGE:

Court proceedings, discovery techniques, jury selection, settlement practices and other matters related to trial and appellate practice.

Rules of practice in California and federal trial and appellate courts, and quasi-judicial bodies.

Federal, state, and local statutory, regulatory, administrative and case law applicable to local jurisdictions.

Substantive and procedural law applicable to juvenile dependency matters.

Principles of personnel management and supervision.

The Brown Act, the Conflict of Interest Laws and other laws relevant to County operations.

Contemporary trends and practices of County Counsel Office operations

REQUIRED SKILLS AND ABILITIES:

Demonstrated ability to perform skills required by the Essential Job Functions.

Ability and willingness to perform the basic day-to-day work required in a small office, as well as manage.

Ability to quickly research legal questions, apply law to facts and issue a legally defensible opinion.

Ability to manage the overall litigation activities of the County: prepare, present, and conduct complex lawsuits, cases and appeals in an effective manner.

Ability to maintain and take appropriate steps to preserve confidentiality.

Ability to communicate effectively with a variety of individuals representing diverse cultures and backgrounds and function calmly in adverse situations, which require a high degree of sensitivity, tact and diplomacy.

Demonstrated ability to supervise others.



County of Inyo



Public Works - Road Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Michael Errante

SUBJECT: Request approval to increase the Road Superintendent to Step E

RECOMMENDED ACTION:

Request Board approve the hiring of the Road Superintendent at Range 78, Step E, retroactive to the hire date of October 14, 2021.

SUMMARY/JUSTIFICATION:

During budget adoption, Public Works/ Road Department was approved to change our authorized strength by adding a Road Superintendent position. Public Works successfully recruited and hired an internal candidate effective October 14, 2021. Due to several years of experience within the Road Department, we would like to request approval to hire at the 78 E step, retro to the hire date of October 14, 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can deny approval to increase Shannon Platt to Step E, however, this is not recommended as this increase is merited due to years of experience and years of service within the Road Department operations.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is 100% funded by Road funds and is budgeted in the Road Department budget 034600 salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums
Darcy Ellis
Breanne Nelums
Amy Shepherd
Sue Dishion
Michael Errante

Created/Initiated - 10/25/2021
Approved - 10/25/2021
Approved - 10/25/2021
Approved - 10/25/2021
Approved - 10/25/2021
Final Approval - 10/25/2021



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Tyler Davis

SUBJECT: Approval of agreement with Social Security Administration for Videoconferencing Equipment

RECOMMENDED ACTION:

Recommend Board approve the agreement between the Federal Social Security Administration (SSA) and the County of Inyo, allowing the SSA to continue to provide services in Bishop through videoconferencing equipment to be installed at the County Consolidated Office Building in Bishop, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

In 2009, the Social Security Administration initiated a pilot program to provide real-time contact between SSA staff and residents in selected rural communities via videoconferencing. At that time, the Inyo County Board of Supervisors approved an agreement with the SSA to install videoconferencing equipment at the Bishop Senior Center. Between 2009 and 2012, representatives of the Lancaster SSA regional office met with local residents one afternoon per month using the equipment, located at the Bishop Senior Center.

In 2012, the equipment was relocated to the HHS, Employment & Eligibility Office and representatives of the Lancaster SSA regional office continued meeting with local residents one morning per month, until the closing of the SSA due to the COVID Pandemic. Prior to the COVID Pandemic, the teleconferencing SSA service was utilized by an average of 15-20 people each month.

In preparation for the move to the new consolidated building, HHS requested that SSA retrieve their equipment from our old office location. This provided HHS with the opportunity to look at our old agreement, which had expired, as well as work with the SSA to upgrade the SSA equipment which will allow for better client access in our new building and portability for easier storage while not in use.

The Department respectfully requests your Board approve the agreement with the SSA as requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, resulting in the loss of access to the Social Security Administration via videoconferencing equipment for Inyo County residents. This would then require Inyo residents to travel to

Lancaster, CA for access to Social Security Administration services or limit their access to automated online or phone services.

OTHER AGENCY INVOLVEMENT:

The Federal Social Security Administration, Information Services.

FINANCING:

None

ATTACHMENTS:

1. Social Security MOU

APPROVALS:

Tyler Davis	Created/Initiated - 10/27/2021
Darcy Ellis	Approved - 10/27/2021
Marilyn Mann	Approved - 10/28/2021
Melissa Best-Baker	Approved - 10/28/2021
John Vallejo	Approved - 10/29/2021
Amy Shepherd	Approved - 10/29/2021
Marilyn Mann	Final Approval - 11/2/2021

MEMORANDUM OF AGREEMENT
between
Inyo County Health and Human Services (Facility)
and
The Social Security Administration

I. Purpose

This agreement, entered into by and between the **Inyo County Health and Human Services (Facility)**, whose address is **1360 N Main St., Suite 114, Bishop, CA. 93514** and the Social Security Administration (SSA), **San Francisco Regional Office** located at, **1221 Nevin Ave, Richmond. CA. 94801**, (together, “the parties”), sets forth the terms and conditions regarding the parties’ participation in SSA’s Video Service Delivery (VSD) project. The goal of the VSD project is to reach out to members of the public who wish to conduct business with SSA, in remote locations, through real-time video conferencing in order to provide them with better information and access to SSA services. This project will test the impact of SSA’s VSD initiative on its’ internal network and operations, and on the clients of **Bishop, CA.**

II. Authority

The authority for SSA to provide services under this agreement is sections 205(a), 701(b), and 702(a)(4) - (7) of the Social Security Act [42 U.S.C. §§ 405(a), 901(b), and 902(a)(4) – (7)].

III. Responsibilities of the Parties:

A. Inyo County Health and Human Services (Facility) will:

1. Permit SSA, at SSA’s expense, to install a transport medium at the Inyo County Health and Human Services Facility.

_____ **[Facility Rep. Initials]** **G.F.** **[SSA Rep. Initials]**

2. Provide secure space for video teleconferencing equipment in the Inyo County Health and Human Services facility located at 1360 N Main St. Bishop, CA. 93514.
3. Provide limited assistance to the members of the public wishing to use the SSA equipment.
4. Ensure that Facility employees understand that they will not have access to SSA data or systems.
5. Ensure that Facility employees will gather any personal belongings or records left at the Facility by individuals and mail the belongings or records to the SSA Field Office at **42225 10th St. W Suite A Lancaster CA.93534.**

6. Ensure that Facility employees who gather the belongings or records will not use or disclose to any other party information contained in an individual's records or belongings.
7. Ensure that Facility employees will take reasonable steps to protect the SSA provided Video and network Equipment from damage, misuse, or theft.
8. Provide feedback to SSA on the use and effectiveness of the VSD project.
9. Assume liability for damage to the SSA equipment resulting from the intentional and malicious acts of Facility employees, as permitted by law. Facility will not be liable for accidental damage to the equipment.

B. SSA will:

1. Assume responsibility for the installation, maintenance, and upgrade of any SSA provided transport medium and video teleconferencing equipment at the Facility for purposes of the VSD project.
2. Not connect, or attempt to connect, to the Facility computer or telecommunications network except if authorized by this agreement to install video equipment.
3. Take reasonable steps to protect the Facility from damage resulting from the activities described in this agreement. Such steps will include careful installation of the transport medium, as well as installing/maintaining the project equipment outside of the Facility's computer network (when appropriate) to help maintain systems security.
4. Require its contractor to be sufficiently bonded and insured. Documentation of this bonding and insurance will be provided to the Facility prior to installation of the transport medium
5. Provide information on the use of the equipment to its customers.
6. Provide feedback to **Inyo County Health and Human Services** Facility on the use and effectiveness of the VSD project.
7. At the conclusion of the project, discontinue service to the transport medium but allow the wiring for the line to remain in place, and remove video teleconferencing equipment.

IV. Duration, Modification, Termination

This agreement will be effective upon approval and signature of the parties, beginning on the date that the last party signs, and will remain in effect for a period of five years. Modifications to this agreement must be in writing and agreed to by the parties. This agreement may be terminated by either party upon sixty (60) days advance written notice, which shall be delivered to the other party by hand or by certified mail.

V. Financial Arrangements

The parties shall bear their own costs related to their responsibilities under this agreement. The Facility has no expectation of any payment by SSA for services, rent or cost related to the use of any IP medium provided by the facility and SSA shall not reimburse the Facility for any such costs related to this agreement. SSA shall bear its expense related to the installation, maintenance, operation, and upgrade of any SSA provided transport medium and video teleconferencing equipment.

SSA will be responsible for any financial loss or other loss incurred as a result of SSA's negligence or the negligence of its employees operating within the scope of their employment pursuant to the Federal Torts Claims Act (FTCA), 28 U.S.C. §§ 1346, 2671, *et seq.*, as well as SSA's corresponding regulations found at 20 C.F.R. Part 429. Likewise, the Facility will be responsible for any financial loss or other loss incurred as a result of the Facility's negligence or the negligence of its employees.

VI. Points of Contact

The Facility: **Inyo County Health and Human Services**

Name: **Morning Star Willis-Wagoner**

Title: **Program Manager**

Name: **Marylin Mann**

Title: **Director**

Address: **1360 N Main St., Suite 114, Bishop, CA. 93514**

Phone: **(760) 872-1394 ext. 3785**

SSA: **Lancaster CA Field Office (059)**

Name: **Griselda Flores**

Title: **District Manager**

Address: **42225 10th St. West Suite A Lancaster, CA.93534**

Phone: **(866)964-7301 ext. 14401**

VII. Privacy

Both parties will respect the privacy of the Facility's patrons and members of the public contacting SSA via the VSD project, and will work closely to ensure that all Facility and SSA personnel will accord personally identifiable information the highest level of protection from unauthorized disclosure. Personally identifiable information is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. To safeguard the public's privacy, no personally identifiable information relating to the Facility's patrons or SSA claimants will be exchanged between SSA and the Facility.

VIII. Dispute Resolution

The parties pledge to work collaboratively to resolve disputes arising from activities performed under this Agreement. Disputes will be resolved promptly and at the lowest level of authority. If the Designated Contact Points for the parties cannot resolve a dispute, the Head of the Facility and the Designated SSA Official will make every effort to resolve any disputes resulting from this Agreement.

IX. Integration Clause

This agreement constitutes the entire arrangement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.

X. Signatures

The signatories below warrant that they have the competent authority on behalf of their respective entity entities to enter into the obligations set forth in this agreement and that their signatures bind the parties.

For Facility: Marilyn Mann, Health and Human Services Director

Signature: _____ Date: _____

For SSA: Griselda Flores, Lancaster Office District Manager

Signature: _____ Date: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Greg Waters

SUBJECT: Purchase and installation of a new electric door for the Inyo County Consolidated Office Building

RECOMMENDED ACTION:

Request Board: A) declare Stanley Access Technologies of Walnut Creek, CA a sole-source provider; and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to Stanley Access Technologies of Walnut Creek, CA for the purchase and installation of an electric door at the Consolidated Office Building.

SUMMARY/JUSTIFICATION:

The Public Works Department is requesting a sole source designation for the purchase and installation of an electric sliding pair of doors to replace the existing swinging doors at the entrance to the Inyo County Consolidated Office Building in the City of Bishop. Stanley Access Technologies (Stanley) requires that they install their doors in order for the warranty to be valid; therefore, purchasing their doors from an outside vendor would result in an increased purchase and installation cost.

We contacted Stanley Access Technologies, the manufacturer of the electric sliding doors, and they provided a quote of \$12,588.00 plus applicable sales tax for the purchase and installation of the electric sliding doors. We have requested the Board authorize a not-to-exceed amount of \$15,000.00 to cover any contingent costs.

The swinging entrance doors slated for replacement face the West, and due to strong prevailing winds, are both difficult to open and are subject to recurring damage. The Americans with Disabilities Act requires that openings of public buildings be accessible. Replacing these doors with bi-parting electric doors will provide a much more accessible entrance, and will help mitigate the chances of future wind damage.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to allow the purchase and installation of the electric door from Stanley Access Technologies and direct Public Works to seek bids for this project. This is not recommended, as any potential bidders would purchase the door from Stanley Access Technologies and sub-contract the doors to Stanley Access Technologies for installation, making the project more expensive.

OTHER AGENCY INVOLVEMENT:

All departments within the Consolidated Office Building will benefit from the purchase of this new door.

FINANCING:

Funding for this is included in the Consolidated Office Building Budget #011809, in the Construction in Progress object code #5700.

ATTACHMENTS:

1. QUOTE 34651 - Inyo County BCOBB Entry

APPROVALS:

Greg Waters	Created/Initiated - 10/27/2021
Darcy Ellis	Approved - 10/27/2021
Greg Waters	Approved - 10/28/2021
Breanne Nelums	Approved - 10/28/2021
Denelle Carrington	Approved - 10/28/2021
John Vallejo	Approved - 10/28/2021
Amy Shepherd	Approved - 10/28/2021
Michael Errante	Final Approval - 10/28/2021



Custom Quote

Quote Number: Q-34651
Inyo County BCOBB Entry

Created For

INYO COUNTY PUBLIC WORKS
10/12/2021

INYO COUNTY PUBLIC WORKS
168 North Edwards Street
Independence, CA 93526
Phone: 760-937-4518
Email: ccox@inyocounty.us
Attn: Chris Cox

Luis Villanueva

Quotation: Q-34651
Inyo County BCOBB Entry

San Francisco Branch
1312 Dupont Ct
Manteca, CA 95336
Phone: 510-750-7870
Mobile: 510-750-7870
Email: luis.villanueva@sbdinc.com
CSLB #1015340 DIR #1000039155

12 October, 2021

Stanley Access Technologies, LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

1 ea. STANLEY Dura-Glide 2000 2-Panel Bi-Parting Automatic Slider

Net Price: USD 12,588.00

Scope of Work

Furnish and Install with prevailing wage labor rates (surface apply): ONE (1) Stanley DuraGlide 2000 Series two panel bi-parting automatic door (P-SX-SX-P) without jambs. Door package will have breakaway ability of sliding panels for emergency egress.

Package Width = 161" (157.5" without jambs)
Package Height Top Of Header Case = 108"
Clear Door Opening = 68.75"
Emergency Breakout Opening = 76"

Package to include the following: Dark Bronze anodized finish, motion activation and safety sensor systems per code, schlage cylinder exterior locking with thumb-turn interior lock, 6-position rotary door control knob, 5" top rails, 2" mid rails, 10" bottom rails, 1/4" bronze tinted tempered glass, dual door position switch, alarm contacts, exit indicator, support rollers, wind dampers, no threshold.

*120VAC 5 Amp min. power by others.
*Demo of existing doors and frames by others.

Lead Time: Current equipment lead time is 8-9 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



INYO COUNTY PUBLIC WORKS
168 North Edwards Street
Independence, CA 93526
Phone: 760-937-4518
Email: ccox@inyocounty.us
Attn: Chris Cox

Luis Villanueva

Quotation: Q-34651
Inyo County BCOBB Entry

San Francisco Branch
1312 Dupont Ct
Manteca, CA 95336
Phone: 510-750-7870
Mobile: 510-750-7870
Email: luis.villanueva@sbdinc.com
CSLB #1015340 DIR #1000039155

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Inclusions

Prevailing Wage and/or Certified Payroll.
Doors, frames & associated hardware.
Door package installation.
Glass & Glazing
Caulking

Exclusions

Delegated Design
Structural Review (no seismic review)
120 volts AC to inside auto door header 5 amp min.
Cleaning and protection of installed material.
Permits & Inspections by others.
Back boxes & low voltage wiring from any control to inside auto door header.
Perimeter structural support / wood blocking for sliding door packages.
Painting, patching & flooring work.
Preparation of rough opening.
Break metal
Demolition of existing storefront.
After hours premium labor
Union Labor

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We accept the following Credit Cards:



INYO COUNTY PUBLIC WORKS
168 North Edwards Street
Independence, CA 93526
Phone: 760-937-4518
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Quotation: Q-34651
Inyo County BCOBB Entry

San Francisco Branch
1312 Dupont Ct
Manteca, CA 95336
Phone: 510-750-7870
Mobile: 510-750-7870
Email: luis.villanueva@sbdinc.com
CSLB #1015340 DIR #1000039155

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a STANLEY document or agreed to in writing by the parties.

- 1 Payment by purchaser to Stanley shall be Net 30 days from date of invoice, subject only to contract termination by Stanley in the event of an adverse credit decision by Stanley's Credit Department. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less.
- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from Stanley.
- 4 In the event of default by purchaser, purchaser agrees to pay Stanley the contract price for all work completed by Stanley to the date of default or cancellation as well as all of Stanley's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by Stanley; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by Stanley; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that Stanley may commence action against you in a court of law for infringement of Stanley's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which Stanley performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Travis Dean

SUBJECT: Approval of the Bid Package for the Agriculture Department Building Electric Gate Project

RECOMMENDED ACTION:

Request Board approve the plans and specifications for the Agriculture Department Building Electric Gate Project and authorize the Public Works Director to advertise the project.

SUMMARY/JUSTIFICATION:

As part of the 2021-2022 Approved Deferred Maintenance Budget, \$30,000.00 was budgeted for the purchase and installation of an electric gate at the Agriculture Building, located at 218 Wye Road, Bishop, California.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Bid Package, and advertisement of the project. This is not recommended as an electric gate is necessary to apply for grants.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Project is part of the 2021/2022 Deferred Maintenance List and is budgeted in 011501 – Deferred Maintenance and object code 5640 – Structures and Improvements.

ATTACHMENTS:

1. Ag Building Electric Gate Project Bid Package
2. Ag Building Gate Plans

APPROVALS:

Travis Dean
Darcy Ellis
Travis Dean

Created/Initiated - 10/27/2021
Approved - 10/27/2021
Approved - 10/28/2021

Breanne Nelums
Nathan Reade
John Vallejo
Amy Shepherd
Michael Errante

Approved - 10/28/2021
Approved - 11/3/2021
Approved - 11/3/2021
Approved - 11/3/2021
Final Approval - 11/3/2021

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

AG BUILDING ELECTRIC GATE PROJECT

Project No. ZP-20-025

**FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED OCTOBER 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

September, 2021

Prepared By: Inyo County Public Works

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**NOTICE
INVITING BIDS
FOR**

AG BUILDING ELECTRIC GATE PROJECT
Bishop, CA

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COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

AG BUILDING ELECTRIC GATE PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County (County) Public Works Department (Department) at 168 North Edwards, P. O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. A non-refundable price of \$15.00 will be charged for each set of Bid Packages requested. The Bid Packages are available for inspection at the Department during regular business hours. Checks are to be made out to "Inyo County Public Works Department." The Bid Package is also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain Bid Packages over the internet are responsible for notifying Inyo County Public Works Department that they are plan holders. Bidders who fail to notify the Department that they are plan holders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates.

Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:

AG BUILDING ELECTRIC GATE PROJECT

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on December 9, 2021** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

General Work Description: This Project includes the purchase and installation of a 32' cantilever gate and electric motor to operate said gate, concrete work, and all electric work associated with the gate as described in the Special Provisions, at the Ag Building, located at 218 Wye Road, Bishop, CA.

An optional job walk will be held on **November 30th, 2021 at 10:00 a.m.** at 536 N. Second Street in Bishop, CA.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

For technical questions related to project work, site conditions, or to schedule a site visit, please contact Travis Dean of the Public Works Department at tdean@inyocounty.us or Chris Cox of the Building and Maintenance Department at 760-878-0230.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

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

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated October, 2020, Contract Documents and other applicable law.

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

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

Pursuant to **Section 1725.5 of the Labor Code**, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

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

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo
Department of Public Works

Michael Errante
Director

Dated: October, 2021

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BID PROPOSAL FORMS FOR

AG BUILDING ELECTRIC GATE PROJECT
Bishop, CA

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BID PROPOSAL FORM

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

FROM: _____

(Herein called "Bidder")

FOR: **AG BUILDING ELECTRIC GATE PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- 1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on December 9, 2021 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.
- 2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:
- 3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

BASE PROJECT BID FORM – UNIT PRICE BID:

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$	\$
2	Electric Gate and all components	1	LS	\$	\$
3	Concrete	103	SF	\$	\$
4	Remove Concrete Curb	4	LF	\$	\$
TOTAL BASE BID AMOUNT:					\$

PROJECT BID AMOUNT – UNIT PRICE BID:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

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

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify) : _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Leslie Chapman, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2020.

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

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

AG BUILDING ELECTRIC GATE PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **AG BUILDING ELECTRIC GATE PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

AG BUILDING ELECTRIC GATE PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name) : _____

AG BUILDING ELECTRIC GATE PROJECT
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

 Signature of Authorized Person) (Title)

 (Printed Name) (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(Government Code Section 12900 et seq., Sections 11135-11139.7)

AG BUILDING ELECTRIC GATE PROJECT

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

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Section 7285.0 et seq.**), and the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7)**.

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

AG BUILDING ELECTRIC GATE PROJECT

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

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

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

AG BUILDING ELECTRIC GATE PROJECT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

AG BUILDING ELECTRIC GATE PROJECT

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

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

Yes _____ No _____

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

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

AG BUILDING ELECTRIC GATE PROJECT

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

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

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1156**

AG BUILDING ELECTRIC GATE PROJECT

ORDINANCE NO. 1156

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.

Chapter 6.06 is added to the Inyo County Code to read as follows:

Chapter 6.06

CONTRACTING PREFERENCES

Sections:

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

6.06.010 Findings

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

6.06.020 Definitions.

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
 2. Holds any required business license by a jurisdiction located in Inyo County; and
 3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

6.06.030 General Provisions.

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

6.06.040 Local Business and Small Business Preference.

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or 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. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

6.06.050 Small Business Subcontracting Preference.

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

6.06.060 Limit On Contracting Preferences.

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE

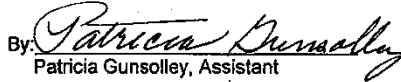
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-


Richard Cervantes, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: 
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable,** a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: AG BUILDING ELECTRIC GATE PROJECT				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment							
\$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

**AG BUILDING ELECTRIC GATE PROJECT
Bishop, CA**

ENCLOSURES:

Contract: Inyo County Standard Contract No. 147
Faithful Performance Bond
Labor and Material Payment Bond

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**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$.), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated , 20, entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

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

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

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

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

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

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

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

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

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

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

ATTACHMENT 2

PROJECT

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

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

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated , 20 , entered into an Contract with the County for the construction of the PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

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

- 1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

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

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

SPECIAL PROVISIONS

FOR

AG BUILDING ELECTRIC GATE PROJECT
Bishop, CA

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

AG BUILDING ELECTRIC GATE PROJECT
Bishop, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

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INTRODUCTION / GENERAL:

The AG BUILDING ELECTRIC GATE Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated October, 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans, the Inyo County Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California, or online at: http://www.inyocounty.us/county_directory.htm, under Public Works.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

PROJECT DESCRIPTION

This Project includes the purchase and installation of a 32’ cantilever gate and electric motor to operate said gate, concrete work, and all electric work associated with the gate as described in the Special Provisions, at the Ag Building, located at 218 Wye Road, Bishop, CA.

An optional job walk will be held on **November 30, 2021 at 10:00 a.m.** at 536 N. Second Street in Bishop, CA.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

The work is more particularly described in the Plans and below, in the Project Special Provisions. All of the work shall be in accordance with all applicable State and local laws, codes, and regulations.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any selfinsured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

This section is amended as follows.

This project is subject to Inyo County Ordinance No. 1156, *An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 6.06 to the Inyo County Code to Provide Contacting Preferences for Local and Small Businesses*, which is included in the bid package.

Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Ordinance No. 1156 (Ordinance No. 1156), Section 6.06.040, the bidder must show that he/she is a SBE as described in Ordinance No. 1156 Section 6.06.020.

To qualify for the SBE subcontracting preference as described in Ordinance No. 1156, Section 6.06.050, the bidder must show that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Ordinance No. 1156 Section 6.06.020.

It is the bidders responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE Contracting Preference Commitment Submittal

If the bidder is claiming the SBE contracting preference, submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference remove the form from the Bid Package before submitting your bid.

Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS. The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by

the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

ADD TO 7-1.02K (3) CERTIFIED PAYROLL RECORDS (LABOR CODE §1776)

Keep accurate payroll records. Submit a copy of your certified payroll records, weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include:

1. Each employee's:

- 1.1. Full name
- 1.2. Address
- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance signed under penalty of perjury that declares:

1. The information contained in the payroll record is true, correct, and complete
2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

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

7-1.06 INSURANCE

7-106A GENERAL

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.
2. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language,

effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

3. **SUBCONTRACTORS:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
4. **SPECIAL RISKS or CIRCUMSTANCES:** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. **CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE:** Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

7-1.06C WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

See Contractor's Labor Code Certification, Bid Certifications Page 2.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

Waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising from work performed by you.

7-1.06D LIABILITY INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
4. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7-1.06I SELF-INSURANCE

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

OTHER INSURANCE PROVISIONS

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

SECTION 8 PROSECUTION AND PROGRESS

Amended to read as follows:

ADD TO 8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Twenty-one (21) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$300.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a

lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

AG BUILDING ELECTRIC GATE SPECIFICATIONS

PART 1: GATE

The work in this section shall include furnishing all labor, materials, equipment and appliances necessary to complete all gate system(s) required for this project in strict accordance with this specification section and drawings. The gate and operator shall be specifically designed to complement each other as a system and be provided by a single manufacturer.

1.01 REFERENCES:

- A. Underwriters Laboratory Gate Operator Requirements (UL 325). See 2.01 D.
- B. ASTM F 2200 – Standard Specification for Automated Vehicular Gate Construction. See 2.01 D.
- C. ASTM F 1184 Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.02 B.
- D. American Welding Society AWS D1.2 Structural Welding Code. See 2.01 C and 2.05 A.4.
- E. ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel.

1.02 SUBMITTAL:

- A. Product Data:
 - 1. Provide manufacturer's catalog cuts with printed specifications and installation instructions.
 - 2. Deliver two (2) copies of operation and maintenance data covering the installed products. Manual to include parts list showing manufacturer's names and part numbers for the gate operator.
- B. Shop Drawings:
 - 1. Supply shop drawings showing the relationship of operating systems with gate components, including details of all major components.
 - 2. Include complete details of gate construction, gate height and post spacing dimensions.
- C. Certification of Performance Criteria:
 - 1. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.
 - a. Gate track system shall be keyed to interlock into gate frame member (providing 200% additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.

- b. Gate shall have a minimum counterbalance length of 50% opening width which provides a 36% increase in lateral resistance (when compared to ASTM minimum of 40% counterbalance). If gate is ever to be automated, counterbalance section shall be filled with fabric or other specified material.
- c. To provide superior structural integrity, intermediate vertical members shall be used - with spacing between verticals to be less than 50% of the gate frame height.
- d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless steel cables (minimum 3/16") per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).
- e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.
- f. Gate truck assemblies shall be supported by a minimum 5/8" plated steel bolt with self-aligning capability, rated to support a 2,000 # reaction load.
- g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8" thickness that is also gusseted for additional strength.
- h. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 lb. vertical reaction load without exceeding allowable stresses.

D. Certifications:

- 1. Gate in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction.
- 2. If operated gate system, gate operator shall be in compliance with UL 325 as evidenced by UL listing label attached to gate operator.
- 3. The aluminum welders and welding process must be certified per section 2.05 A.4.
- 4. Manufacturer shall supply gate design performance certification as per section 1.03 C.

E. Warranty

- 1. Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Contractor further warrants and represents that components or deliverables specified and furnished by or through the contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for a period no shorter than 90 days ("project warranty period"). During the project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County. Contractor shall extend the project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual

component or the System requires servicing or replacement or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, or employees (“extended warranty”). Where the Contractor or other third party manufacturer markets any Project Deliverable delivered by or through the Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, the Contractor’s warranty obligations during the project warranty and extended warranty period(s), the Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) for warranty repair or replacement. Where contractor or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the County and pass through the manufacturer’s standard commercial warranty to the County at no additional charge; provided, however, that the Contractor shall not be responsible for coordinating services under the third part extended warranty after expiration of the Project warranty and extended warranty period(s).

PRODUCTS:

1.03 REINFORCED SLIDE GATE SYSTEM MANUFACTURERS:

- A. The cantilever gate system shall be manufactured by Tymetal Corp., 2549 State Route 40, Greenwich, NY 12834, or approved equal.
- B. Approved substitution – All other systems must be submitted to the engineer in accordance with substitution requirements as set forth in the general provisions of the specification manual for approval prior to the bid date. Products submitted after the bid date will not be approved.
- C. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided. See 1.02 D.
- D. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction and the operators are UL 325 listed.

1.04 SYSTEM FUNCTION:

- A. General Description:
 - 1. System shall be designed to operate cantilever sliding gate(s). See project drawings for gate panel filler. The gate operator shall be UL 325 Listed for Class III and IV.

1.05 VEHICULAR SLIDE GATE OPERATOR TYM-VS2-1:

- A. The slide gate operator shall open and close cantilever, overhead, or track gates, to provide convenience and security. The model shall be adapted to function with most accessories including: radio controls, electro-mechanical locks, single and three button

control stations, digital keypads, coded cards, sensing loops, telephone entry systems, and revenue control equipment. The building electrical tie-in is single phase 240 volt.

- B.** The gate operator shall include an APeX Controller with integrated radio receiver, plug-in loop detector capability, surge protection, and easy to read labeling standard.
- C.** Capacity:
 - 1. The gate operator shall be rated to operate a gate weighing up to 2500 lbs.
- D.** The gate operator shall be UL 325 compliant for Class III and IV.
- E.** Design Criteria:
 - 1. Operation shall be by means of a 1HP pulse width modulated variable frequency instant reversing motor, transferring power to a heavy duty right angle oil bath gear reducer. Power is transferred from the gear reducer to a heavy duty torque limiter and a #40 plate sprocket. The torque limiter transfers power to the output shaft equipped with a #50 drive sprocket and roller chain which attaches to the gate with heavy-duty gate attachment brackets. Intermediate chain supports with anti-catch design shall also be supplied. Manual operation shall be by means of an integral foldout hand crank.
 - 2. The operator shall include a soft start, soft stop and adjustable speed feature. The operator shall open and close the gate at a speed up to 24 inches per second.
 - 3. The #50 chain shall be coated with “Armor Coat” corrosive resistant chain coating.
- F.** Components:
 - 1. Standard mechanical components shall include as a minimum.
 - a. 14 gauge, weather resistant galvanized and powder coated steel cabinet with a gasketed cover which is fully removable and lockable.
 - b. Post mounting standard.
 - c. Heavy duty right angle oil bath C-face gear reducer.
 - d. One inch solid steel output drive shaft.
 - e. Heavy duty pillow block bearings with grease fittings.
 - f. Heavy duty 5 inch diameter torque limiter.
 - g. Dual C-face foot pound brake.
 - h. Integral foldout hand crank for emergency manual operation.
 - i. All welded interior steel framework.
 - 2. Standard electrical components shall include as a minimum:
 - a. 1 HP motor with thermal overload protection.
 - b. Solid state logic controls featuring 15 diagnostic L.E.D. indicators and auto-close timer (1 second to 9 minutes).
 - c. Inherent, fully adjustable motor over-current sensing to detect obstructions via precision 24 turn potentiometer, with separate adjustments for opening and closing directions.

- d. Controller housed in zinc plated control box with separate box provided for connection of field power.
 - e. Power On/Off switch.
 - f. Contacts for opening, closing and reversing accessories, as well as contact and non-contact obstruction sensing devices. 24 VAC and 24 VDC available on terminal strip to power accessory devices, provided by non-circuit board mounted transformer with minimum 75VA rating.
 - g. Adjustable limits with precision snap-action type limit switches to control gate position and variable speed control.
 - h. Master/slave or standalone capable with dip switch selection. Three wire twisted pair shielded cable required.
3. Optional accessories, contact, non-contact, and control devices:
- a. Control devices are to include pushbuttons, radio controls, keypads, and key switches.

1.06 BOX FRAME REINFORCED SLIDING GATE PANEL:

A. Gate Frame:

- 1. The gate frames shall be fabricated from 6063-T6 aluminum alloy extrusions. The primary members (top and bottom) shall be "P" shaped in cross section with no less than 2" on a side and weighing not less than 1.6 lb/lf. This top member shall be "keyed" to interlock with a "keyed" track member. If fabricated as a single horizontal piece, no splices will be required. If fabricated in two or more horizontal pieces, splicing will be required, and shall be done in the field. When the gate frame is manufactured in two horizontal pieces or sections, they shall be spliced in the field (the gate frame shall be fabricated in one or multiple sections depending on size requirements or project constraints).
- 2. End vertical members of the gate frame are 2"x2", weighing not less than 1.1 lb/lf. Interior vertical members shall alternate between 1"x1" and 1"x2" in cross section, weighing not less than .52 lb/lf and .82 lb/lf respectively. The 1"x2" and 1"x1" intermediate vertical members shall be spaced at a distance not to exceed the overall height of the box frame. The gate shall be constructed in "box" form with the width between the frames measuring 24" from outside to outside. Between these frames there shall be a continuous series of 1"x1" diagonal and horizontal bracing with the diagonals welded at approximately 45 degrees to the frames.
- 3. The semi-enclosed "keyed" track, extruded from 6105-T5 aluminum alloy, shall weigh a minimum of 2.9 lb/lf. A track member is to be located on each side frame. When interlocked with and welded to the "keyed" primary member, it forms a composite structure with the top of the gate frame. Welds to be placed alternately along the top and side of the track at 9" centers with welds being a minimum of 2" long.
- 4. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.

5. The gate is to be supported from the tracks by four (4) swivel type, self-aligning, 8-wheeled, sealed lubricant, ball-bearing truck assemblies. The bottom of each support post will be equipped with a single 3" rubber guide wheel.
6. Diagonal "X" bracing of 3/16" (5mm) minimum diameter stainless steel aircraft cable shall be installed to brace the gate panels and to provide a ready means of vertical adjustment.
7. The gate shall be completed by installation of approved filler as specified. The gate filler will either be chain link or ornamental pickets as defined.

B. Gate Filler:

1. Chain Link: 2" x 2" x 9 gauge galvanized steel chain link fabric shall extend the entire length of the gate (counterbalance must also have fabric to prevent reach through and comply with ASTM F 2200). Fabric shall be attached at each end of the gate frame by standard fence industry tension bars and tied at each 2" x 2" (51mm x 51mm) vertical member with standard fence industry ties. ASTM F 2200 requires attachment method that leaves no leading or bottom edge protrusions (cannot exceed 0.5 inch).

C. Reinforcement Beam:

1. Gate reinforcement beam shall be 8" x 8"x 1/4" Structural steel tube (minimum ASTM A500 Gr B), finish shall be hot-dip galvanized, installed per manufacturers detail drawings.

D. Gate Finish:

1. Gate to be mill finish aluminum. Gate posts shall be galvanized or coated as specified by the design team. Reinforcement beam to be hot dip galvanized.

E. Posts:

1. Double set of support posts shall be 4" OD (102mm) galvanized steel with concrete footings.

F. Gate Lock:

1. Gate system shall be furnished with a secure gate catcher. The catcher shall prevent the gate panel from being pried open while the gate is in the closed and locked position.
2. Gate system shall be furnished with an electro-mechanical lock. Lock shall be supplied with status indication and with a six tumbler mechanical lock.

EXECUTION

1.07 SITE INSPECTION:

- A. Final grades and installation conditions shall be examined by the engineer. Installation shall not begin until all unsatisfactory conditions are corrected.

1.08 INSTALLATION:

- A. Equipment in this section shall be installed in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.

- B. The gate and installation shall conform to ASTM F 1184 standards for aluminum cantilever slide gates, Type II, Class 2. See 1.02 C.
- C. The gate system is to comply with ASTM F 2200 and UL 325. See 1.02 B and 1.02 A respectively.

1.09 SYSTEM VALIDATION:

- A. The complete system shall be adjusted to assure it is performing properly.
- B. The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
- C. Test and Explain Safety Features:
 - 1. Each system feature and device is a separate component of the gate system.
 - 2. Read and follow all instructions for each component.
 - 3. Ensure that all instructions for mechanical components, safety devices and the gate operator are available for everyone who will be using the gate system.
 - 4. The warning signs shipped with the gate operator must be installed in prominent position on both sides of the gate.

PART 2 - CONCRETE

2.1 **PORTLAND CEMENT CONCRETE.** Portland cement concrete shall conform to the provisions in **Section 90, "Concrete,"** of the Caltrans Standard Specifications and these special provisions.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- 1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
- 2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall

have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Caltrans list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section **90-1.02B(3), "Supplementary Cementitious Materials,"** of the Caltrans Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in **90-1.02B(3), "Supplementary Cementitious Materials,"** of the Caltrans Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C₃S) content in Type II cement specified in **Section 90-1.02B(2), "Cement,"** of the Caltrans Standard Specifications shall not apply.

END OF SECTION

PLANS



COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

COUNTY OF INYO AGRICULTURE BUILDING ELECTRIC GATE PROJECT

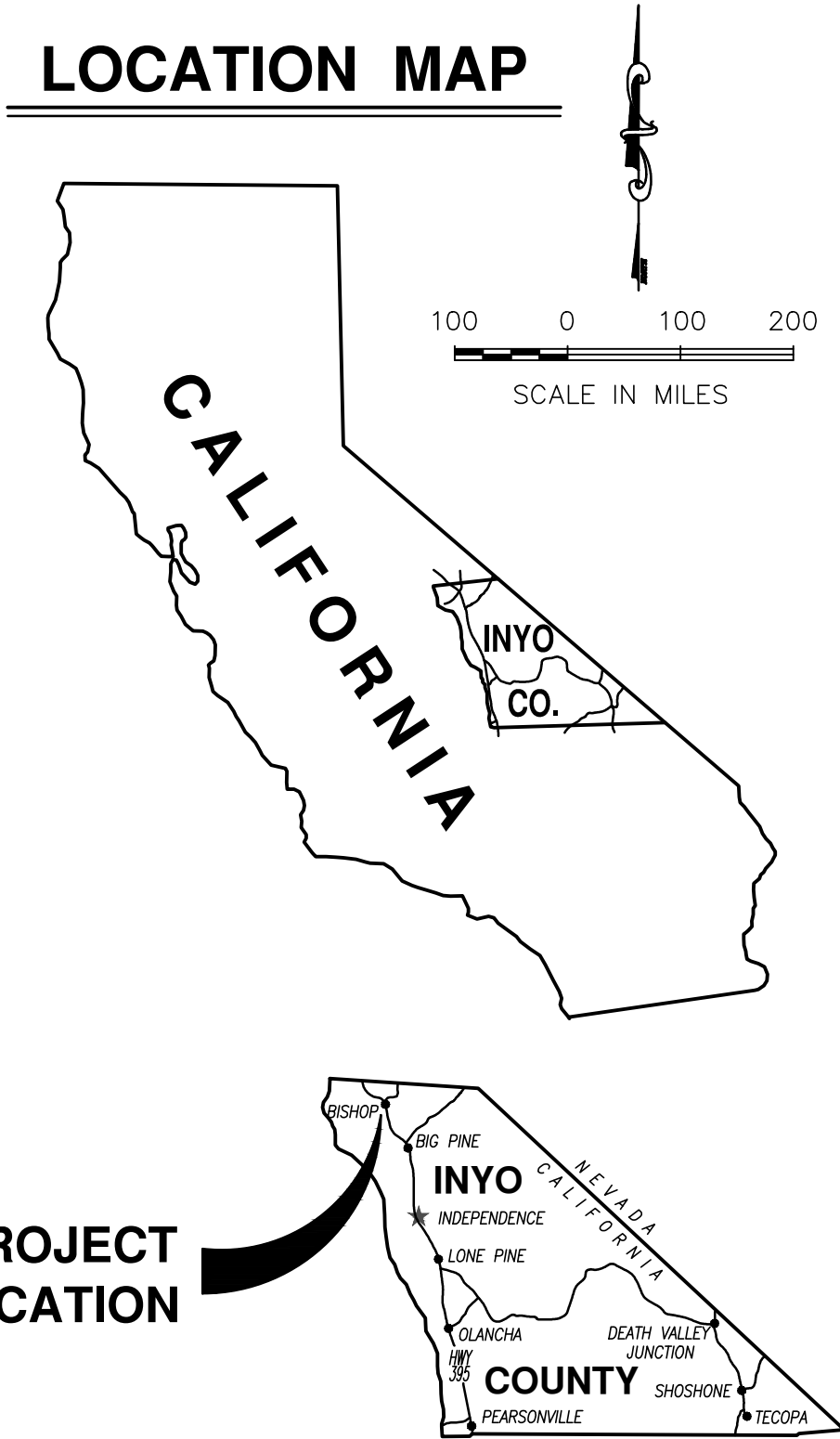
218 WYE ROAD, BISHOP, CA

SHEET INDEX

1. TITLE SHEET
2. PLAN SHEET
3. DETAILS

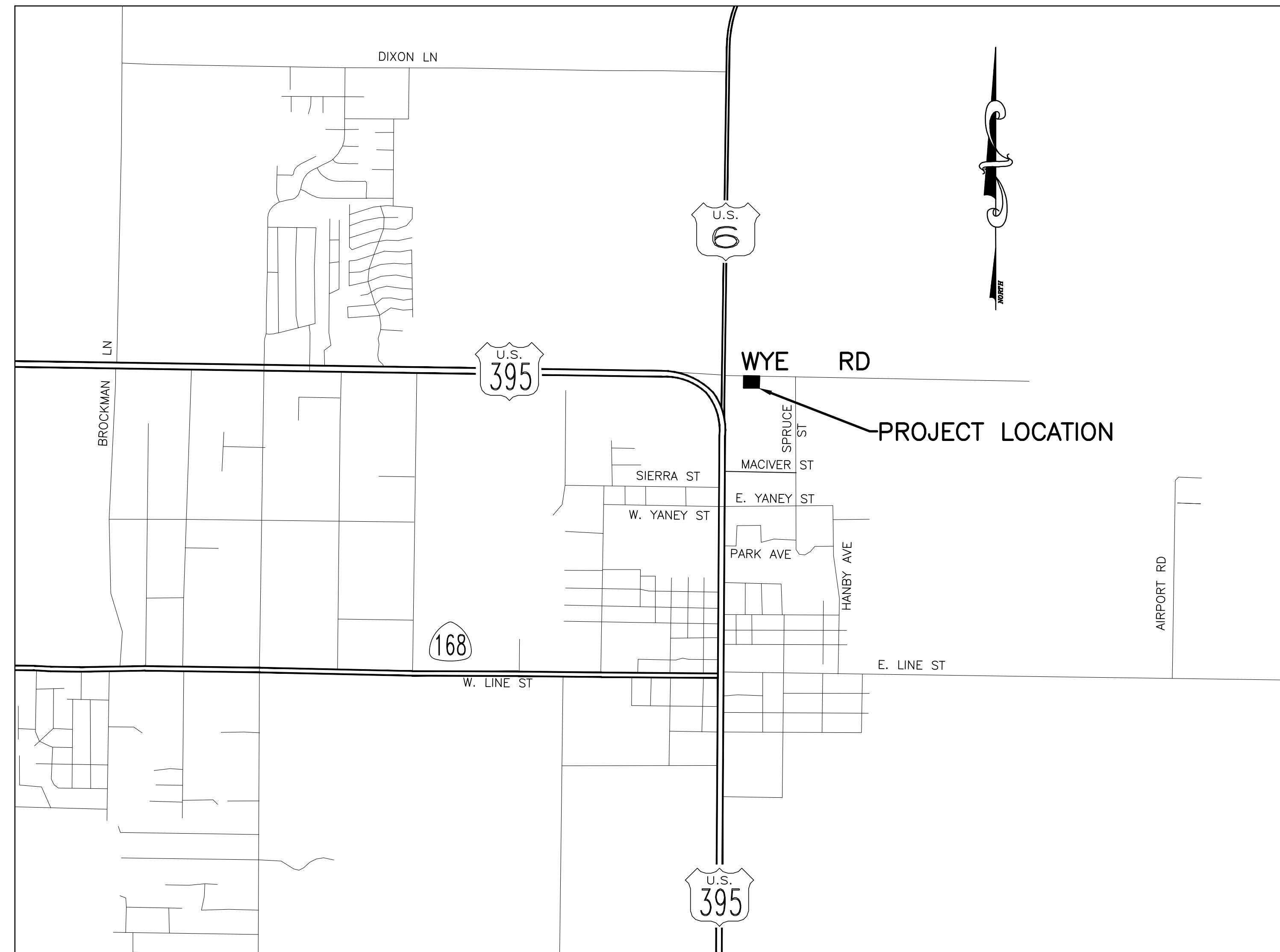
TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS, SPECIFICATIONS DATED MAY 2018, THE MOST RECENT VERSION OF THE CALIFORNIA M.U.T.C.D., THE COUNTY OF INYO STANDARD SPECIFICATIONS, THE ADA STANDARDS FOR ACCESSIBLE DESIGN DATED SEPTEMBER 2010, AND THE CITY OF BISHOP STANDARD SPECIFICATIONS AND MUNICIPAL CODE LATEST REVISIONS.

LOCATION MAP



GENERAL NOTES:

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS, EITHER SPECIFIED OR INFERRED, BUT NOT ITEMIZED IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING DRAINAGE FACILITIES AND STORM WATER CONVEYANCES WITHIN THE CONSTRUCTION AREA AT ALL TIMES.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AS WELL THE 2018 CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, CALIFORNIA BUILDING CODE (CBC) MOST RECENT REVISION, AND THE GOVERNING REGULATIONS OF THE CITY OF BISHOP.
5. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND APPROVALS. SIGNATURES BY THE COUNTY ENGINEER AND/OR THE PUBLIC WORKS DIRECTOR ON THESE PLANS DO NOT IMPLY THAT OTHER REQUIRED APPROVALS HAVE OR WILL BE OBTAINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED APPROVALS AND PERMITS.
7. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE ENGINEER.
8. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER PROJECT SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
9. THE LOCATION OF UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE, AND IS FOR INFORMATIONAL PURPOSES ONLY. THERE IS THE POTENTIAL FOR ADDITIONAL UTILITIES THAT ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ABSENCE OF UTILITIES PRIOR TO PERFORMING ANY ACTIVITIES THAT HAVE THE POTENTIAL FOR DISTURBING THE SUBSURFACE, AND FOR NOTIFYING UNDERGROUND SERVICE ALERT PRIOR TO STARTING WORK.



BISHOP, CALIFORNIA

VICINITY MAP

NTS

PUBLIC WORKS DIRECTOR

APPROVAL DATE



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		COUNTY OF INYO AGRICULTURE BUILDING ELECTRIC GATE PROJECT 218 WYE ROAD, BISHOP, CA	
Date: 09/29/2021	TITLE SHEET		

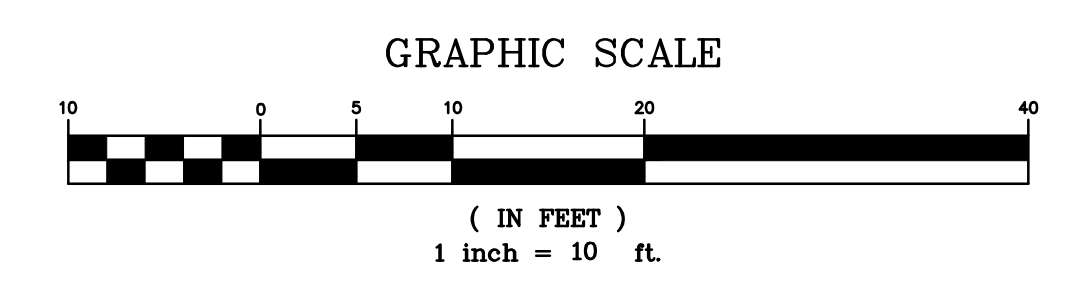
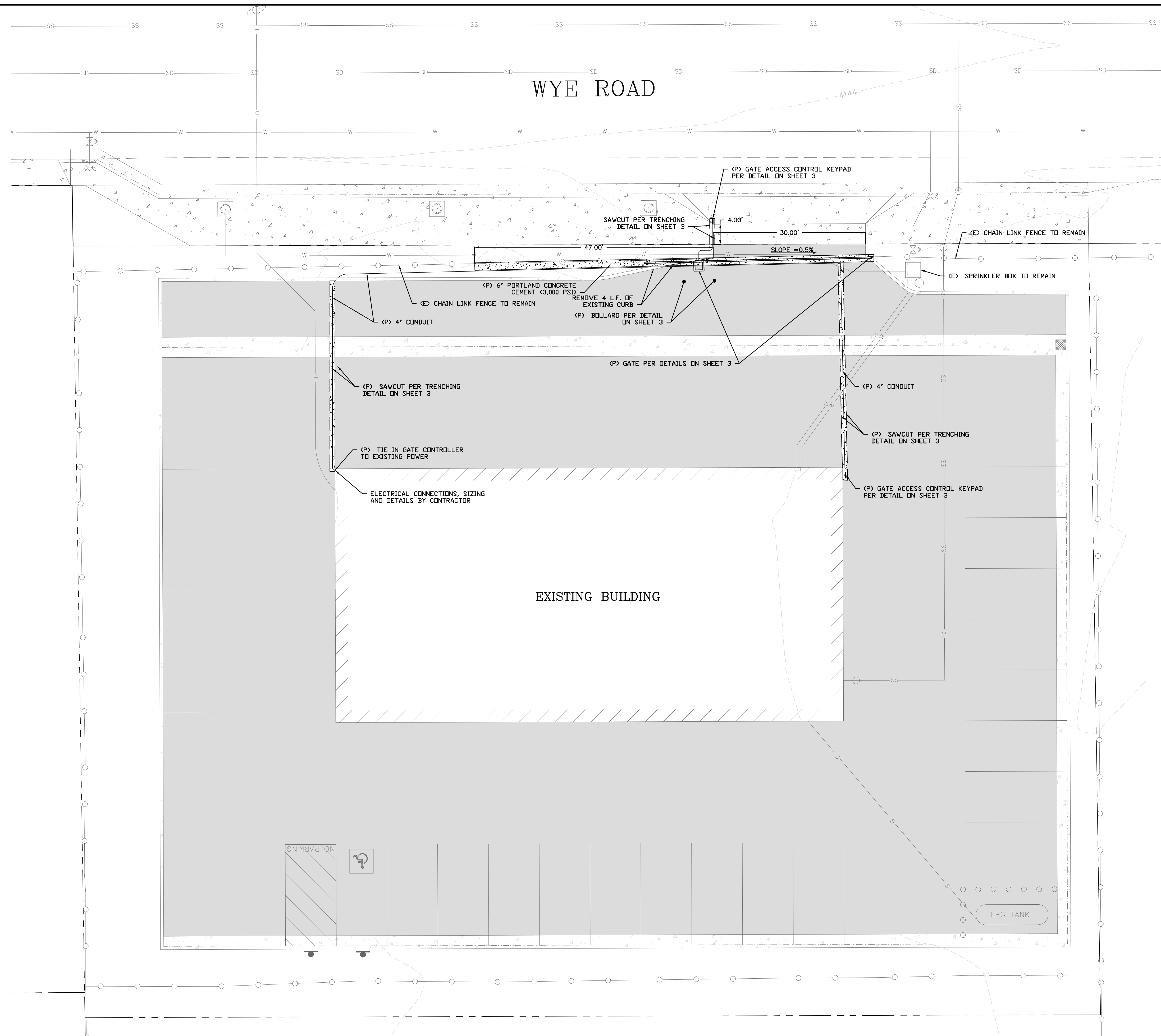
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

Revised By: _____ Date: _____

Project Engineer: M. ERRANTE	Checked By: J. PINCKNEY	Date: 09/21	Designed by: T. DEAN	Drawn by: TDEAN	Date: 09/21	Drawing Name: Ag Building Gate.dwg	SHEET <u>01</u> OF <u>03</u>
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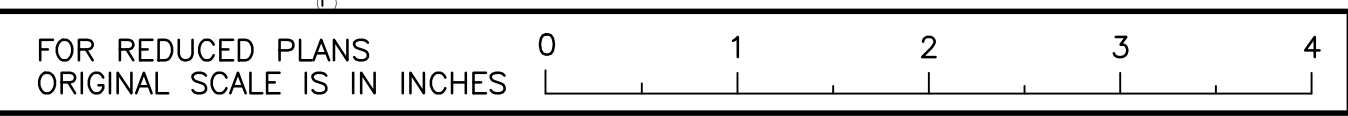


LEGEND

- (E) EXISTING
- (P) PROPOSED
- PROPERTY LINE
- FLOW LINE
- W --- EXISTING UNDERGROUND WATERLINE
- EXISTING HYDRANT
- WV --- EXISTING WATER VALVE
- SS --- EXISTING UNDERGROUND SEWER
- S --- EXISTING SEWER MANHOLE
- OU --- OVERHEAD UTILITIES
- U --- UNDERGROUND UTILITIES
- G --- EXISTING UNDERGROUND GAS LINE
- EXISTING CONCRETE
- EXISTING ASPHALT
- 4145 --- CONTOUR AND ELEVATION
- EXISTING FENCE
- EXISTING DROP INLET
- EXISTING TREE

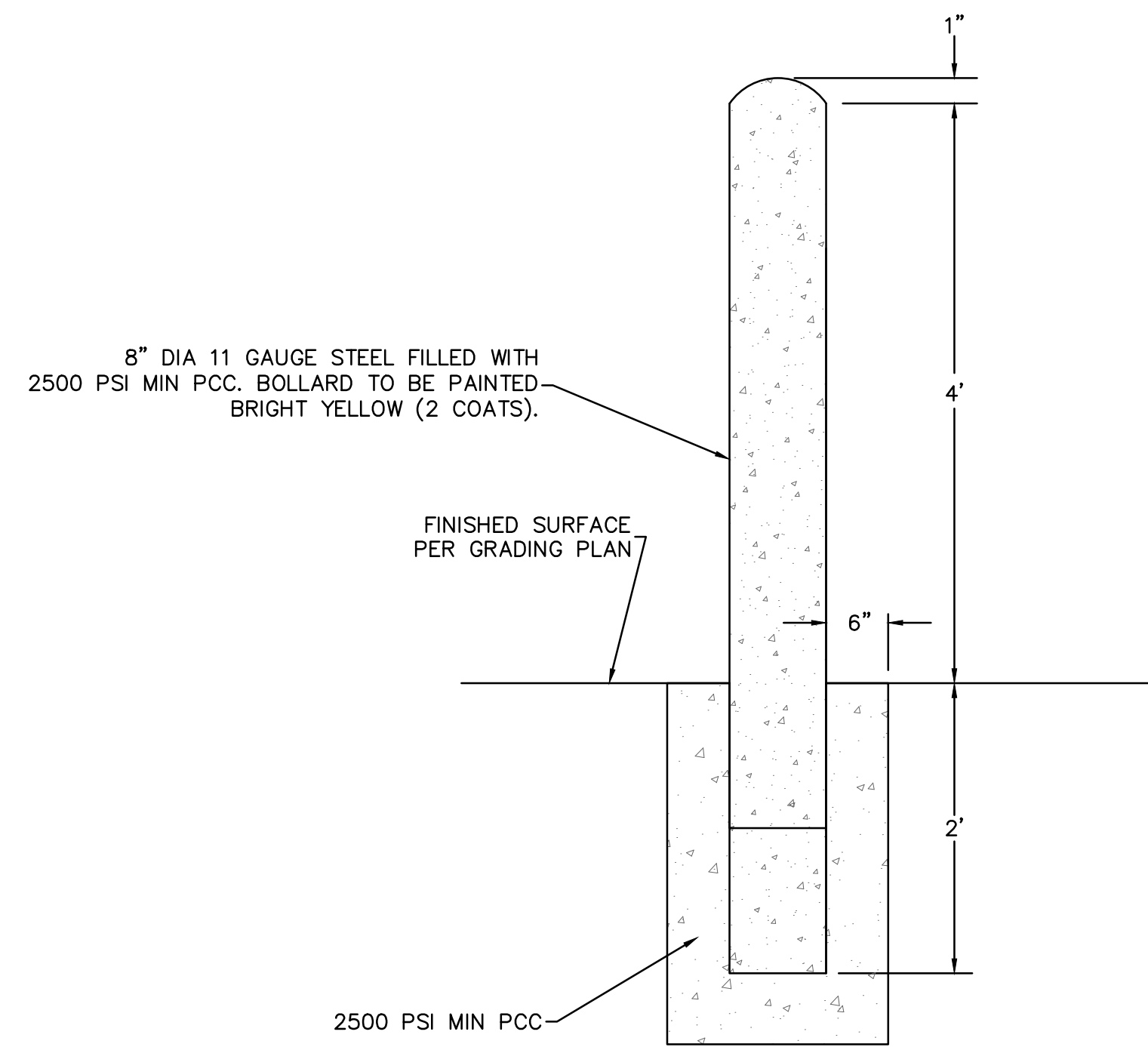
CONCEPT DRAWINGS

Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		COUNTY OF INYO AGRICULTURE BUILDING ELECTRIC GATE PROJECT 218 WYE ROAD, BISHOP, CA	
Date:	09/29/2021	PLAN SHEET	
Designed by:	T. DEAN	Drawn by:	TDEAN
Date:	09/21	Date:	09/21
Project Engineer:	M. ERRANTE	Checked By:	J. PINCKNEY
Date:	6-25-14	Date:	09/21
Drawing Name: Ag Building Gate.dwg		SHEET <u>02</u> OF <u>03</u>	

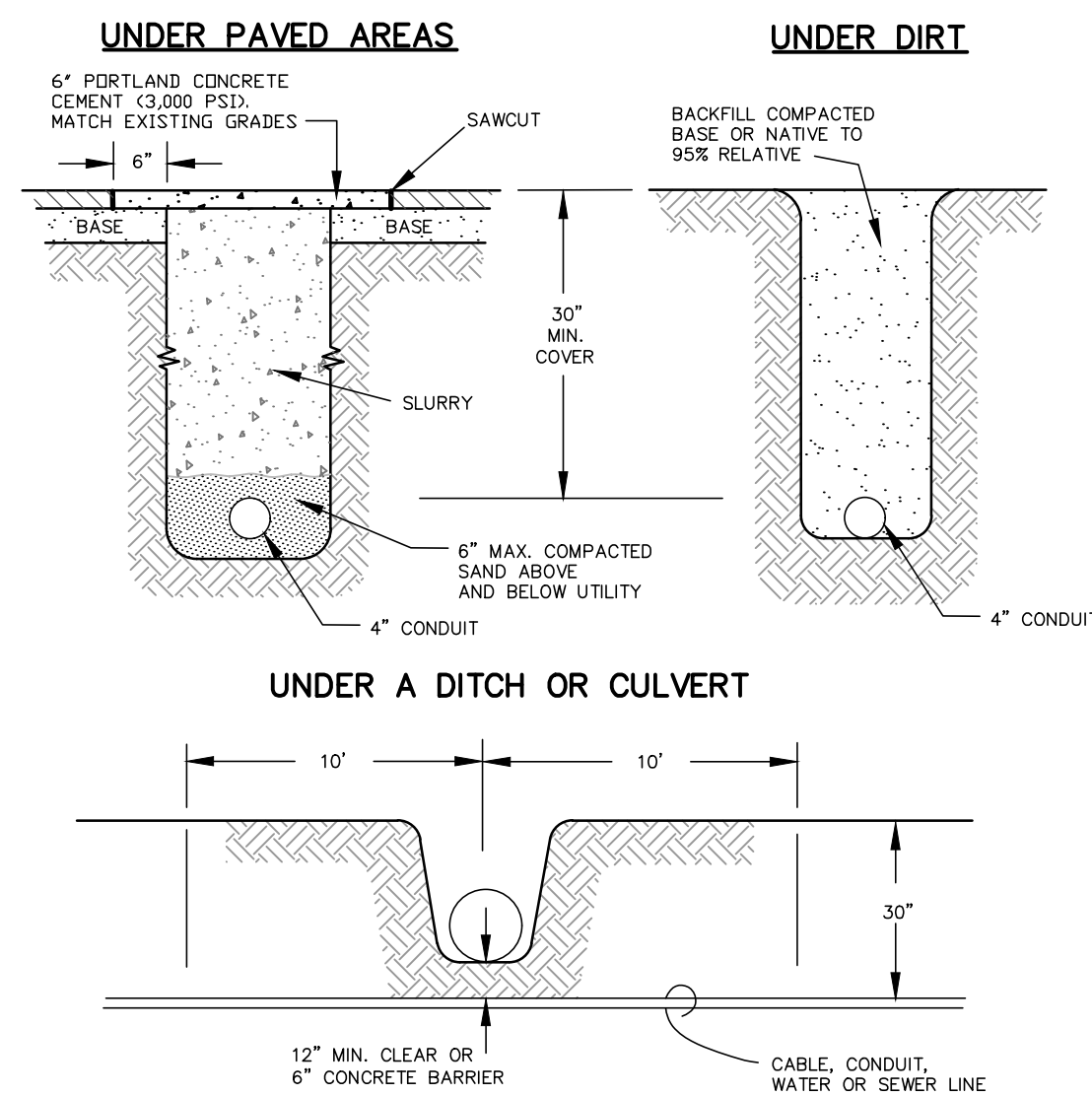


Revised By:	J. EROPKIN	Project Engineer:	M. ERRANTE	Checked By:	J. PINCKNEY	Date:	09/21
Date:	6-25-14	Date:	6-25-14	Date:	09/21	Designed by:	T. DEAN
		Date:	09/21	Drawn by:	TDEAN	Date:	09/21

S:\OPEN PROJECTS\4-Misc. Projects\Ag Building Gate\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Ag Building Gate.dwg



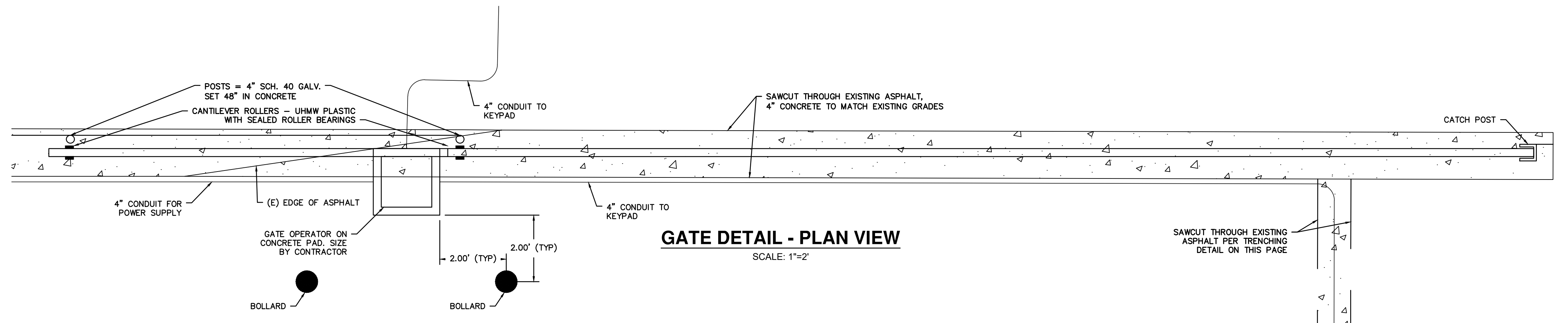
BOLLARD DETAIL
N.T.S.



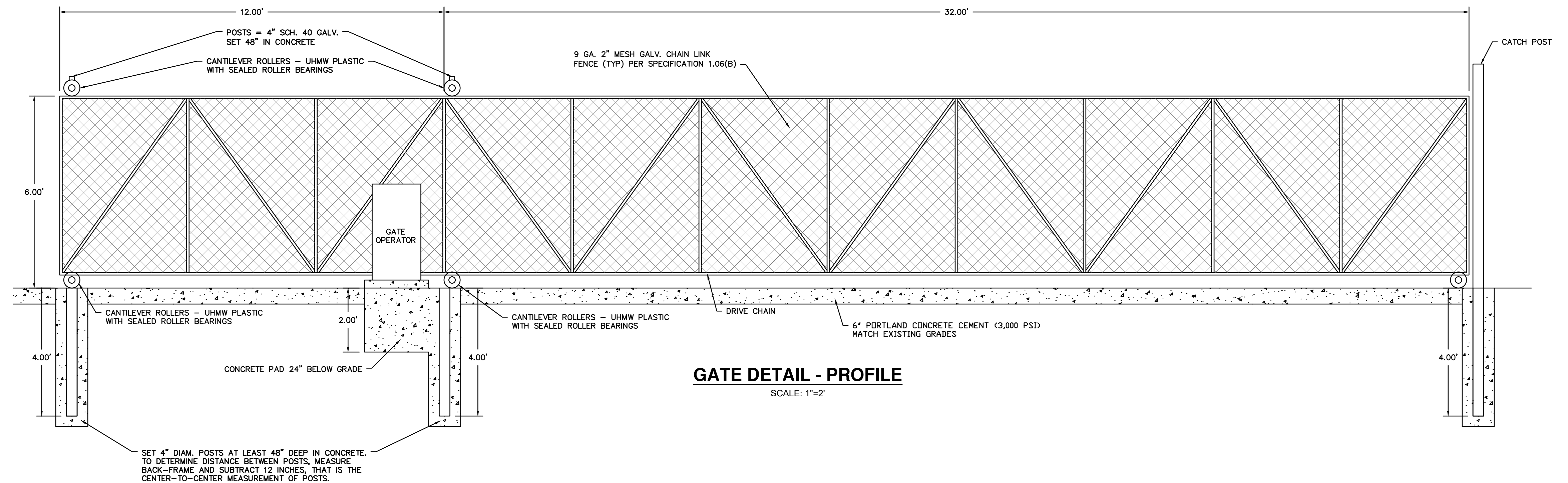
NOTES:

1. SLURRY MAY BE 1 1/2 SACK SLURRY BACKFILL OR LIGHTWEIGHT SLURRY BACKFILL. LIGHTWEIGHT SLURRY BACKFILL MIX DESIGN: 2600 LBS. 3/8" OR 1/2" CHIPS, 800 LBS WASHED SAND, 94 LBS CEMENT, 11 GAL. WATER.
2. TRENCHES IN PAVED AREAS SHALL BE BACKFILLED WITH SLURRY BACKFILL.
3. BACKFILL IN SHOULDER AREAS WILL BE COMPACTED TO 90% RELATIVE COMPACTION, AND THE TOP 0.5' WILL BE COMPACTED TO 95%. THE TOP 2.5' OF ANY AREA WITHIN 3' OF THE EDGE OF PAVEMENT WILL BE COMPACTED TO 95% RELATIVE.
4. COMPACTION TESTING SHALL BE REQUIRED, AT THE EXPENSE OF THE CONTRACTOR.

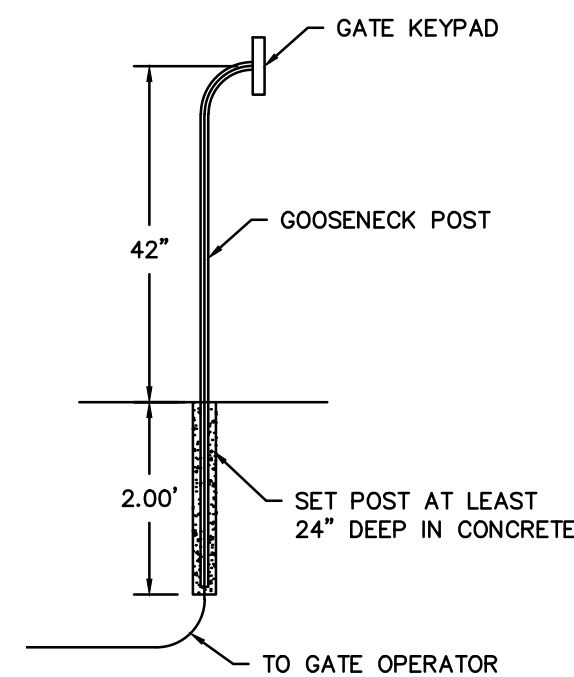
TRENCHING DETAIL
N.T.S.



GATE DETAIL - PLAN VIEW
SCALE: 1"=2'



GATE DETAIL - PROFILE
SCALE: 1"=2'



GATE KEYPAD DETAIL
N.T.S.

CONCEPT DRAWINGS

Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		COUNTY OF INYO AGRICULTURE BUILDING ELECTRIC GATE PROJECT 218 WYE ROAD, BISHOP, CA	
Date: 09/29/21	DETAILS		
Project Engineer: M. ERRANTE	Checked By: J. PINCKNEY	Date: 09/21	Drawing Name: Ag Building Gate.dwg



Revised By:										
Date:										

Project Engineer: M. ERRANTE	Checked By: J. PINCKNEY	Date: 09/21	Designed by: T. DEAN	Drawn by: TDEAN	Date: 09/21	Drawing Name: Ag Building Gate.dwg	SHEET <u>03</u> OF <u>03</u>
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County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Clerk of the Board

SUBJECT: Request to Name Consolidated Office Building after Late County Administrator

RECOMMENDED ACTION:

Request Board consider and approve the request from Chairperson Griffiths, in accordance with County policy, to rename the Consolidated Office Building the "Clint G. Quilter Consolidated Office Building" in honor of the late County Administrator (4/5ths vote required).

SUMMARY/JUSTIFICATION:

Chairperson Jeff Griffiths has submitted a request for the Board of Supervisors to rename the Consolidated Office Building the "Clint G. Quilter Consolidated Office Building," in honor of the late County Administrator and his service to the people of Inyo County. Mr. Quilter saw the long-awaited project to completion earlier this year, shortly before his death on July 20, 2021.

Chairperson Griffiths has submitted his request pursuant to the County's Policy for Naming and Placing Commemorative Plaques on County of Inyo Facilities/Buildings (copy attached) and has met all of the policy's requirements, including submittal of at least three letters of endorsement in support of the request (nine such letters are attached, with more likely to arrive prior to Tuesday's meeting).

The policy also requires a staff recommendation. Section II: Criteria for Evaluating Request states:

In evaluating the request, the County will give consideration and recognition to individuals/organizations which have:

- 1. Demonstrated social and moral responsibility and exemplary actions that inspire others.*
- 2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.*
- 3. Had major historical significance.*

Staff has concluded that Mr. Clint Quilter meets the qualifications listed under Section II and that Chairperson Griffiths' request meets the obligations required elsewhere in the policy. It is the recommendation of staff that your Board approve the request to rename the Consolidated Office Building after Mr. Quilter. A four-fifths vote is required to accomplish this action, as part of which we ask your Board to waive the policy's requirement that the applicant cover all costs resulting from the request.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Clint Quilter was first hired by Inyo County as its Public Works Director in 2013 and became CAO in November, 2018, when the Board of Supervisors unanimously agreed that Clint was a perfect fit for the job after a nationwide recruitment effort. Previously he worked for the City of Hollister where he started in 1993 as an Assistant Engineer and worked his way up to City Manager, a position he held for almost 10 years.

During his time with Inyo County, Clint led or was a key player in many successful projects. This, of course, included working diligently on the Consolidated Office Building, carrying the massive undertaking across the goal line earlier this year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could approve a variation on "Clint G. Quilter Consolidated Office Building" or deny the request altogether.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding in the FY 2021-22 Budget to cover costs associated with granting this request.

ATTACHMENTS:

1. Plaque Placement & Facility Naming Policy
2. C.O.B. Naming Request - Chairperson Griffiths
3. Letter of Support - City of Bishop
4. Letter of Support - Lone Pine High School
5. Letter of Support - Matt Kingsley
6. Letter of Support - District Attorney Tom Hardy
7. Letter of Support - Marilyn Mann/HHS
8. Letter of Support - Child Support Services
9. Letter of Support - Administration Staff
10. Letter of Support - Inyo County Employee Association - Local 315
11. Letter of Support - Deputy Sheriffs Association

APPROVALS:

Darcy Ellis	Created/Initiated - 10/25/2021
Amy Shepherd	Approved - 11/2/2021
Sue Dishion	Approved - 11/2/2021
Leslie Chapman	Final Approval - 11/4/2021



COUNTY OF INYO

PLAQUE PLACEMENT AND NAMING OF COUNTY FACILITIES POLICY

PURPOSE

The purpose of this policy is to set the criteria for evaluating requests to name or place plaques on County facilities/buildings.

IMPLEMENTATION

SECTION I: INFORMATION NEEDED IN REQUEST

All requests to the Board of Supervisors for naming or placing commemorative plaques on or by County facilities/buildings must include:

1. Reason(s) for request.
2. Description of circumstances surrounding the request.
3. Brief profile of the nominee.
4. A minimum of three written endorsements in support of the request.
5. The location of the facility proposed for naming or placement of a commemorative plaque.
6. A commitment from the applicant that they will cover all the costs resulting from the request.

SECTION II: CRITERIA FOR EVALUATING REQUEST

In evaluating the request the County will give consideration and recognition to individuals / organizations, which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.



SECTION III: CRITERIA FOR DENYING REQUEST

The County will deny any request that:

1. Carries as a condition the brand name, corporate name or family name of a fire arm, alcohol or tobacco product; or is capable of confusion with a trade mark, copyright, brand name or existing landmark, without proper consent of the lawful owners of same;
2. Are deemed to be in poor taste; and
3. That does not meet the conditions expressed under Section II.

In addition for requests to name a County facility/building only, no:

1. County facility/building shall be named after a private individual unless that individual contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated; and
2. County facility/building shall be named for a public officer while the official remains in public office.

SECTION IV: PROCESS FOR PLACEMENT OF REQUEST ON BOARD OF SUPERVISORS AGENDA

In order to initiate the process for naming or placing a commemorative plaque on a County facility/building:

1. An applicant needs to submit a letter to the Clerk to the Board of Supervisors that explains the request by answering the questions in Section I and asked to be placed on the Board's Agenda. The letter should include the address and phone number of where the applicant can be reached; and
2. Upon receiving the letter the Clerk to the Board of Supervisors will schedule the request on the Board of Supervisors Agenda within six (6) weeks and contact the applicant with the time and date.

SECTION V: APPROVAL BY THE BOARD OF SUPERVISORS

1. All requests will be placed on the Board of Supervisors Agenda for approval per section IV.
2. Staff will provide a recommendation to the Board on any request.



3. Any request for naming and/or placing a commemorative plaque on a County facility/building will require a 4/5's vote approval by the Board of Supervisors.
4. Generally, a facility shall not be named after a public official or private individual unless that person is deceased. A decision to name a facility after a public official or private individual when not deceased shall require a unanimous vote of approval by the Board of Supervisors.

####



BOARD OF SUPERVISORS
COUNTY OF INYO

JEFF GRIFFITHS
SECOND DISTRICT SUPERVISOR

199 EDWARDS ST.
BISHOP, CA 93514

DISTRICT OFFICE (760) 937-0072
INDEPENDENCE (760) 878-0373
jgriffiths@inyocounty.us

October 25, 2021

Clerk of the Board
County of Inyo
P.O. Drawer N
Independence, CA 93526

Clerk of the Board:

Please accept this letter requesting to honor late County Administrative Officer Clint Quilter by naming the new county offices in Bishop the “Clint G. Quilter Consolidated Office Building.” I ask that this be agendized at a future meeting for the Board of Supervisors’ consideration.

A respected, effective, and beloved leader, CAO Quilter died July 20, 2021. His passing has created an unfillable void in the County of Inyo family, who benefited for the past eight years from Clint’s oversight and insight, his wisdom, expertise, diligence, mentorship, team-building skills, and vigilance. The County was lucky to have him as its Public Works Director for five years and even more fortunate to have him leading as CAO since late 2018.

In his capacity as both Public Works Director and then CAO, Clint was heavily involved in the project to consolidate all of the County’s Bishop-based offices and departments into a single facility through a build-to-suit lease agreement. This building was conceived and designed to make accessing services from the County much easier and more convenient for the public and conducting the County’s business more efficient and safe for employees; and to save taxpayer dollars by eliminating rising lease and maintenance costs at the various County offices in Bishop. This “own rather than rent” philosophy mirrors the kind of fiscal prudence, foresight, and strategic planning that were hallmarks of Clint’s tenure.

The Board of Supervisors approved the Build-to-Suit Lease Agreement with Wolverine/Inyo LLC on January 15, 2019 – almost 10 years after the idea was first brought forward for serious discussion. Ground was broken on the Consolidated Office Building on March 6, 2020, construction began soon after, a Notice of Substantial Completion was issued July 1, 2021, and the lease agreement was officially commenced on July 2. None of these major milestones would have come to pass without Clint’s careful and steadfast leadership.

Sadly, Clint passed away as County staff was still moving into the new facility, and he himself never had the chance to see the transition completed. It seems only appropriate to name the building in his honor – as both a tribute and expression of gratitude.

Attached are three letters endorsing this request.

Sincerely yours,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors



CITY OF BISHOP

377 West Line Street – Bishop, CA 93514
P.O. Box 1236 – Bishop, CA 93515
City Hall (760) 873-5863 – Fax (760) 873-4873

October 26, 2021

Jeff Griffiths, Chair
Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Jeff:

Please accept this letter supporting the Inyo County Board of Supervisors' request to honor late County Administrative Officer Clint Quilter by naming the new county office building in Bishop the "Clint G. Quilter Consolidated Office Building."

A respected, effective, and beloved leader, CAO Quilter died July 20, 2021. The City of Bishop benefited for the past eight years from Clint's oversight and insight, his wisdom, expertise, diligence, mentorship, team-building skills, and vigilance. He worked closely with the City as County Public Works Director for five years and as CAO since late 2018. He frequently provided service to the City as a registered land surveyor reviewing survey documents and was cooperative in helping to establish a joint County/City building inspection department. He had a great working relationship with our City Administrator and frequently provided his insight and expertise on interview committees for City executives.

It seems only appropriate to name the building in his honor – as both a tribute and expression of gratitude for his exemplary service.

Sincerely,

Stephen Muchovej
Mayor



Clerk of the Board
County of Inyo
P.O. Drawer N
Independence, CA 93526

November 4, 2021

Clerk of the Board,

My name is Nancy O'Sullivan and I currently serve as Principal at Lone Pine High School. The secretary at Lone Pine High School is Sheyanne Quilter, Clint Quilter's widow. This is my second year at the high school and it has been a privilege to get to know the Quilter family.

Please accept this letter requesting to honor Clint Quilter (RIP) by naming the new county offices in Bishop the "Clint G. Quilter Consolidated Office Building." Since Mr. Quilter was the County Administrative Officer since 2018 and the Public Works Director for 5 years prior and for the incredible work he did for our county. I have been in this county for over 6 years and I have seen the county grow through Mr. Quilter's leadership.

I can not even begin to write the numbers of projects that have been accomplished through his leadership but the entire county is better because of Clint Quilter. Clint was a selfless and determined employee and seem to always listen to his co-workers, employees and friends.

As a tribute to his work, his foresight, fiscal management, strategic planning for the county, and for his family and friends here in Inyo County who have to live without his physical presence and leadership, the naming of the building seems more than fitting.

I ask that this be an agenda item at a future meeting for the Board of Supervisors' consideration.

Thank you for your consideration,

A handwritten signature in blue ink that reads "Nancy O'Sullivan". The signature is written in a cursive, flowing style.

Nancy O'Sullivan
Principal



COUNTY OF INYO
BOARD OF SUPERVISORS

MATT KINGSLEY
Supervisor 5TH District
mkinglesley@inyocounty.us



November 3, 2021

Darcy Ellis, Assistant Clerk of the Board
County of Inyo
P.O. Drawer N
Independence, CA 93526

RE: Renaming the Consolidated Office Building for Clint Quilter

Dear Ms. Ellis,

It is my privilege and honor to support the proposal to rename the Consolidated Office Building the “Clint G. Quilter Consolidated Office Building.”

From the very start of his employment with the County of Inyo in 2013 as Public Works Director, Clint proved a valuable asset not just to his department but to the organization as a whole. He brought expertise and a wealth of experience to the role, as well as a calm and even demeanor and supportive leadership style – all of which made him a beloved mentor and respected colleague. With his promotion to County Administrative Officer in 2018, Clint also became a unifier, adeptly navigating the County through rough waters and ultimately fostering a renewed culture of trust, enthusiasm, and commitment to service throughout the organization.

Clint was one of the hardest-working public servants I have had the joy of working with. He was highly knowledgeable in a vast array of subjects, measured and thoughtful in providing guidance and advice, and an uncanny problem-solver.

The completion of the Consolidated Office Building earlier this year is a testament to his unflagging dedication to the County, the community, and the principles of public service.

I whole-heartedly support the renaming of the Consolidated Office Building in honor of my friend and colleague, the late Clint Quilter, who is and will forever be missed by so many.

Sincerely,

Matt Kingsley,
Fifth District Supervisor
County of Inyo



THOMAS L. HARDY
District Attorney

P.O. Drawer D
Independence, CA 93526
760 878-0282 Fax 760 878-2383

County of Inyo
DISTRICT ATTORNEY

November 5, 2021

Board of Supervisors, County of Inyo
P.O. Drawer N
Independence, CA 93526

Via email to: dellis@inyocounty.us

Re: Clint G. Quilter Consolidated Office Building

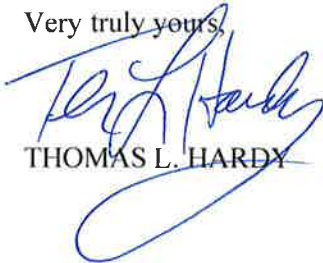
Dear Board of Supervisors:

On behalf of myself, the attorneys, investigators, and support staff of the District Attorney's office, I write in support of the proposal to name the new Consolidated Office building the "Clint G. Quilter Consolidated Office Building". Our office is privileged to occupy space in the building, and it has *vastly* improved our working conditions.

The District Attorney's office is a little bit "different" than other County Departments, because we enjoy a substantial degree of independence and the work we do focuses on the administration of justice in the courts. That being said, it was always a pleasure working with Clint. He understood our independence, but always made sure that we had the resources we needed to fulfill our role representing the People of the State of California. We will always miss Clint, and we will always be grateful for his role in bringing the building from plans to reality.

I could not think of a better name for the building.

Very truly yours,



THOMAS L. HARDY



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

*Administration & Eastern Sierra Area Agency on Aging, Suite 201
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-3305 FAX: (760)873-6505*

Marilyn Mann, Director
mmann@inyocounty.us

November 1, 2021

Board of Supervisors
County of Inyo
P.O. Drawer N
Independence, California 93526

Dear Supervisors:

Please accept this letter of support for naming our Bishop consolidated office building after Clint G. Quilter. As our county administrator, Clint displayed honor and integrity every day and was instrumental in bringing the consolidated office building projects in Bishop and Lone Pine to the finish line. Clint's tenure as our administrator was too short, but he packed a lot into that short timeframe. His work on the consolidated office buildings is only one of his many successes. Clint's vision for the County and its service delivery system stretched beyond the physical structures of our buildings – it embraced the people under his leadership.

One of Clint's biggest accomplishments was bringing our workforce together as a team. The consolidated office buildings may have brought us together physically, but it was Clint's leadership that brought us together as a team. He inspired trust and valued his employees. He also stored great value in the residents we serve and believed in the importance of being good stewards of our public resources. He lead by example and we all became better public servants because of him. It is only fitting that the building that consolidated our workforce in Bishop be named after the man who consolidated the workforce into a team.

It is with great respect that I extend my support, and that of our HHS team, to naming the Bishop building after Clint G. Quilter.

Sincerely,

Marilyn Mann



Eastern Sierra Child Support Services



November 1, 2021

County of Inyo
Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Board of Supervisors,

We, the department of Child Support Services, write to provide our support to dedicate the new consolidated office building after Mr. Clint G. Quilter. As dedicated county employees, having served under Clint's leadership, we believe this honor is well deserved and will represent the leadership, integrity, and humanity that Clint represented to each of us.

While Clint led our county as County Administrative Officer, he took the time to hear from employees, ask them questions and be engaged. He sought out solutions to challenges and provided strength in leadership. The building is a representation of his dedication to our community.

By honoring Clint with the dedication of this building, his example is a goal for employees to aspire to reach. His grace in management, depth of strategy and courage to take on challenges is represented in this tribute.

Thank you for your observance of this local hero through this action of name the beautiful county consolidated office building after Mr. Clint G. Quilter.

With great respect,

Amy P. Weurdig
Regional Director

Sara Jones
Child Support Supervisor

Eryn Clark
Administrative Analyst II

Sandra Facincani
Child Support Officer I

Eastern Sierra Department of Child Support Services



COUNTY OF INYO

ADMINISTRATOR'S OFFICE

P.O. DRAWER N
INDEPENDENCE, CA 93526



October 25, 2021

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

RE: Letter of support for the **“Clint G. Quilter Consolidated Office Building”**

Dear Honorable Members of the Board:

The employees of the County Administrative Center in Independence write today in support of the proposal to rename the Consolidated Office Building the “Clint G. Quilter Consolidated Office Building.”

In addition to being a committed, hard-working public servant and a trusted role model for many of us, Clint was an excellent leader and the completion of the Consolidated Office Building earlier this year is a testament to his unflinching leadership and dedication as our County Administrator.

We, the undersigned, whole-heartedly support the renaming of the Consolidated Office Building in honor of the late Clint Quilter.

Sincerely,

Denelle Carrington

Monica Tinlin

Hayley Carter

Darcy Ellis

Wendy Carrington

Aide Hernandez Torres

Leslie Chapman

Sue Dishion

EL CAMINO SIERRA™

P. O. Drawer N, Independence, CA 93526
VOX (760) 878-0292 • FAX (760) 878-0465
lchapman@inyocounty.us



INYO COUNTY EMPLOYEE ASSOCIATION—LOCAL 315
American Federation of State, County,
And Municipal Employees
P.O. Box 492, Independence, CA 93526

President: Carrie Rivera
Vice President: Janelle Kent
Secretary: Dave Miller
Treasurer: Eryn Clark
Chief Steward ICEA: Donald Gockley
Chief Steward County Courts: Linda Burton
Chief Steward NIH RN: Heleen Welvaart
Chief Steward NIHD Tech Unit: Kaylyn Rickford

Date: October 27, 2021

Dear Board of Supervisors:

It is an honor for ICEA to recommend the County Office Building be named for CAO Clint Quilter.

During his tenure, Clint worked hard to establish an atmosphere of trust and respect for County workers and the important public services we provide.

This culminated in an agreement which lifted up the most poorly paid workers in our union—our part timers—and set up an ongoing process through which our members would be treated more fairly in the context of fluctuations in the economy. These changes reduce the potential for unnecessary conflict, allowing members to feel more supported, and maintain our focus on providing good public service.

Naming the County Office Building after Clint establishes his Administration as an ideal which we hope will be kept alive, nurtured, and carried forward by County employees and Administrations.

In Solidarity,

A handwritten signature in black ink that reads "David Miller". The signature is written in a cursive, flowing style.

David Miller,
Recording Secretary
ICEA, AFSCME Local 315

Cc: Jane McDonald, AFSCME Council 57

October 27, 2021

Board of Supervisors
224 N. Edwards Street
Independence, CA 93526

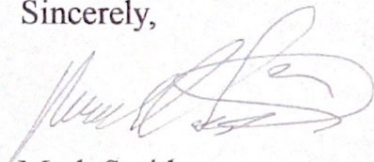
Dear Board of Supervisor:

This letter is in support of naming the new County Office Building (COB) after late County Administrative Officer (CAO) Clint Quilter.

In August 2019, the DSA completed labor negotiations with the County for a successor Memorandum of Understanding (MOU). Meetings with the County began in March 2019, and we met several times per month in the subsequent months. It was during that time that our membership personally interacted with Clint. During those meetings, the DSA found Clint to be professional, fair, and honest. Clint expressed that he understood the issues facing the DSA and there was always excellent dialogue about the concerns of the membership.

The members of the DSA would be proud to support the naming of the COB after Clint.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Smith", written over a light blue horizontal line.

Mark Smith
Inyo County Deputy Sheriff's Association President



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Cathreen Richards

SUBJECT: Forest Service Region 5 Post Disturbance Hazardous Tree Management Project

RECOMMENDED ACTION:

Request Board review the comment letter prepared by staff regarding the Forest Service Region 5 Post Disturbance Hazardous Tree Management Project; provide comments; and potentially authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The US Forest Service Region 5 is seeking comments on a post-disturbance hazardous tree management project. The stated purpose for this project is to remove tree hazards that have resulted from recent wildfires. These tree hazards include; trees that are dead or dying; trees that have dead segments; and, unstable live trees that are within fall distances of people or property. A secondary stated purpose is to reduce fuel loading that has been caused by dead trees, snags and downed woody fuels.

There are several Forests that are proposed for this project, they include:

- Mendocino
- Shasta-Trinity
- Klamath
- Plumas
- Lassen
- Sierra
- Sequoia
- Inyo (maps attached)

Only one area of the Inyo National Forest project area (INF) is included in Inyo County. It is located roughly in the Whitney Portal area. More specifically, a section of the trail from the Lone Pine campground to the portal and a section of Meysan Lake Trail are part of the project area, as well as small sections of Forest Service Roads. One of these Forest Service roads intersects with Whitney Portal Road (a county maintained road). The other project area in the INF is located in Mono County in an area within the Mono Basin near Crooked Meadows and Bald Mountain.

Any work the Forest Service can do to make the trails and roads safer and remove logs to reduce the potential for future high intensity fires in these areas is of vital importance. The Forest Service did, however, neglect to

mention the impacts of potential future fires from all of the downed trees and debris on the Forest floors in areas not located in the already burned areas. The devastation from high intensity fires is immeasurable in losses to communities, life, property, wildlife and the overall health of the Forests. Also, areas hundreds of miles away suffer the effects of wildfire smoke. This phenomenon is becoming a regular part of summer and early fall in the Eastern Sierra. These smoke events can have serious health effects on the people breathing it and economic effects on the communities that suffer from it. This reality should also be recognized by the Forest Service and more holistic plans should be prepared to remedy the situation.

Staff has prepared a draft comment letter to the Forest Service outlining these issues for the Board's review and possible direction to send. The comment letter is due to the Forest Service November 15, 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Do NOT approve the Chairperson to sign the letter prepared by staff.
2. Direct staff to make specific changes to the letter.
3. Return the Draft to staff with direction.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs to monitor and respond to work being conducted by other agencies are paid out of the Planning Department budget.

ATTACHMENTS:

1. Draft Comment Letter 11.9.2021
2. INF Maps

APPROVALS:

Cathreen Richards	Created/Initiated - 11/3/2021
Darcy Ellis	Approved - 11/3/2021
Leslie Chapman	Approved - 11/4/2021
Cathreen Richards	Final Approval - 11/4/2021



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
JENNIFER ROESER
MATT KINGSLEY

Leslie Chapman
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

November 9, 2021

US Forest Service - Region 5

<https://cara.ecosystem-management.org/Public//CommentInput?Project=60950>

RE: Post-Disturbance Hazardous Tree Management Project #60950

On behalf of the Inyo County Board of Supervisors, I would like to thank the United States Forest Service (USFS) for providing the opportunity to submit comments on the Region 5 Post-Disturbance Hazardous Tree Management Project. This is extremely important work in all of the Forests identified in the project and for Inyo County, the Inyo, Sequoia and Sierra Forests are of special concern. The Board is very much in favor of this project and offers the following comments.

Inyo County encourages access to its natural beauty and its economy is heavily reliant on tourism. Having dangerous trees in proximity to citizens and tourists alike is obviously a critical issue and we heartily thank you for making it a priority. We believe that the danger inherent in this situation goes much farther than the parameters of this project description; however, and although this is a very good start, there is much more that should rise to a high priority status.

The Forests are blanketed with dead trees and woody debris. This has been a primary contribution to the recent high intensity wildfires across the western United States. These fires have caused devastation to communities, people's lives, wildlife and the health of our public lands beyond the imagination. The air has been choked with smoke in the communities near the Forests, as well as, communities hundreds of miles away. The health risks from this smoke are more insidious than trees that are on the brink of falling, but just as dangerous. The poor air quality also has negative effects on the economies of effected communities that rely on tourism. Because of these factors, the proposed cleanup defined by this project should be extended to all parts of the Forests with the goal of preventing high intensity wildfires in the first place.

Whitney Portal Road is not identified in the project description; however, it will likely be used intensively for hauling equipment into and debris out of the Whitney Portal area. We ask that the USFS and any contractors working on this project be respectful of this county maintained road and leave it in the same condition it is found at the onset of the cleanup efforts.

In closing, I would like to thank the USFS again for the opportunity to comment on the Region 5 Post-Disturbance Hazardous Tree Management Project. The Inyo County Board of Supervisors supports this project and hopes that it is just the beginning of a more comprehensive cleanup plan for the Forests.

Sincerely,

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

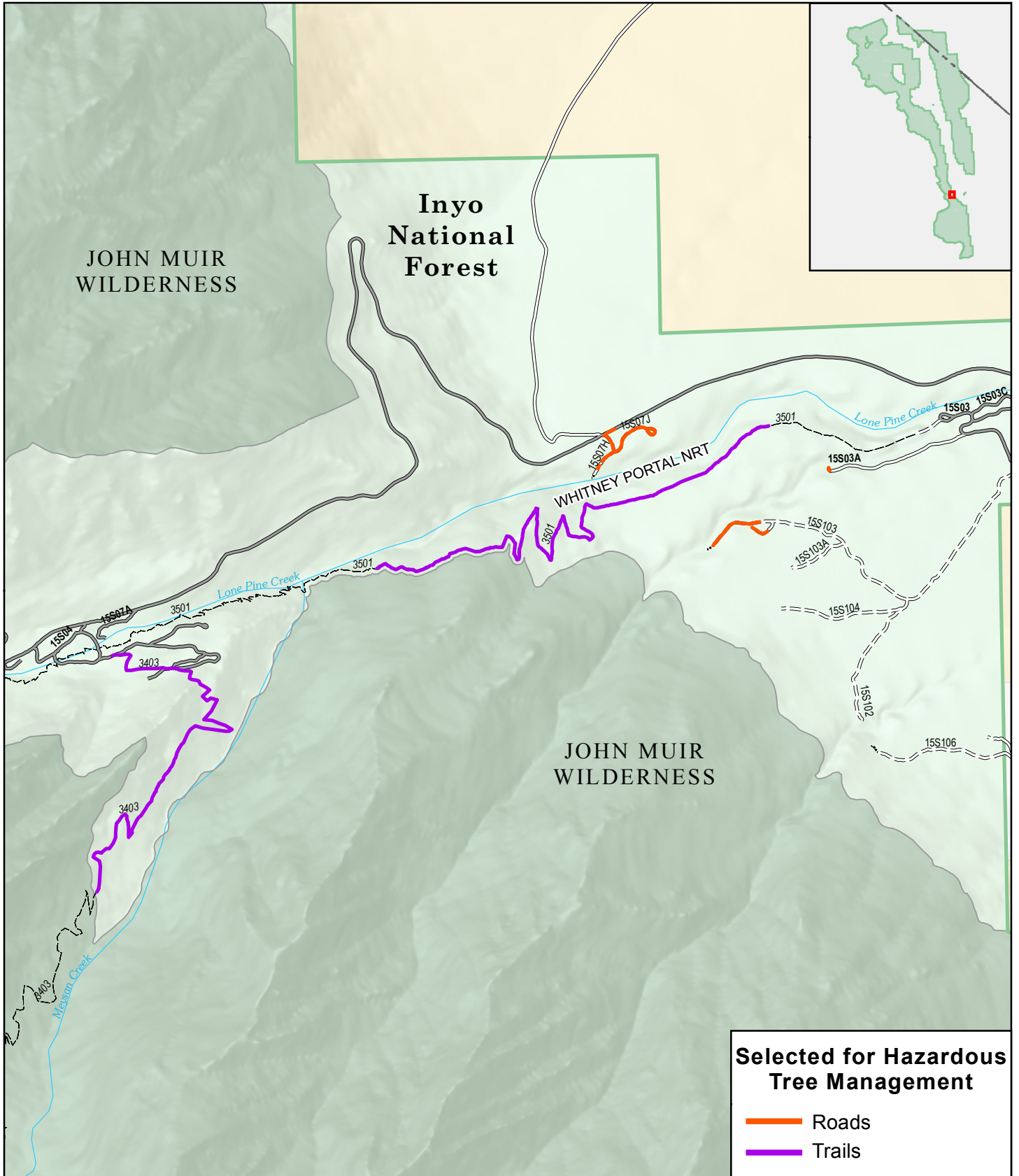
CC:

Supervisor Rick Pucci
Supervisor Jeff Griffiths
Supervisor Jennifer Roeser
Supervisor Dan Tothoroh
Supervisor Matt Kingsley
Leslie Chapman, County Administrative Officer

Region 5 Post Disturbance Hazardous Tree Management Project



Inyo National Forest Mt Whitney Ranger District - Inyo Creek Fire 2021



10/25/2021
Pacific
Southwest
Region

National Forest
Administrative Boundary

National Forest Lands

Designated Wilderness

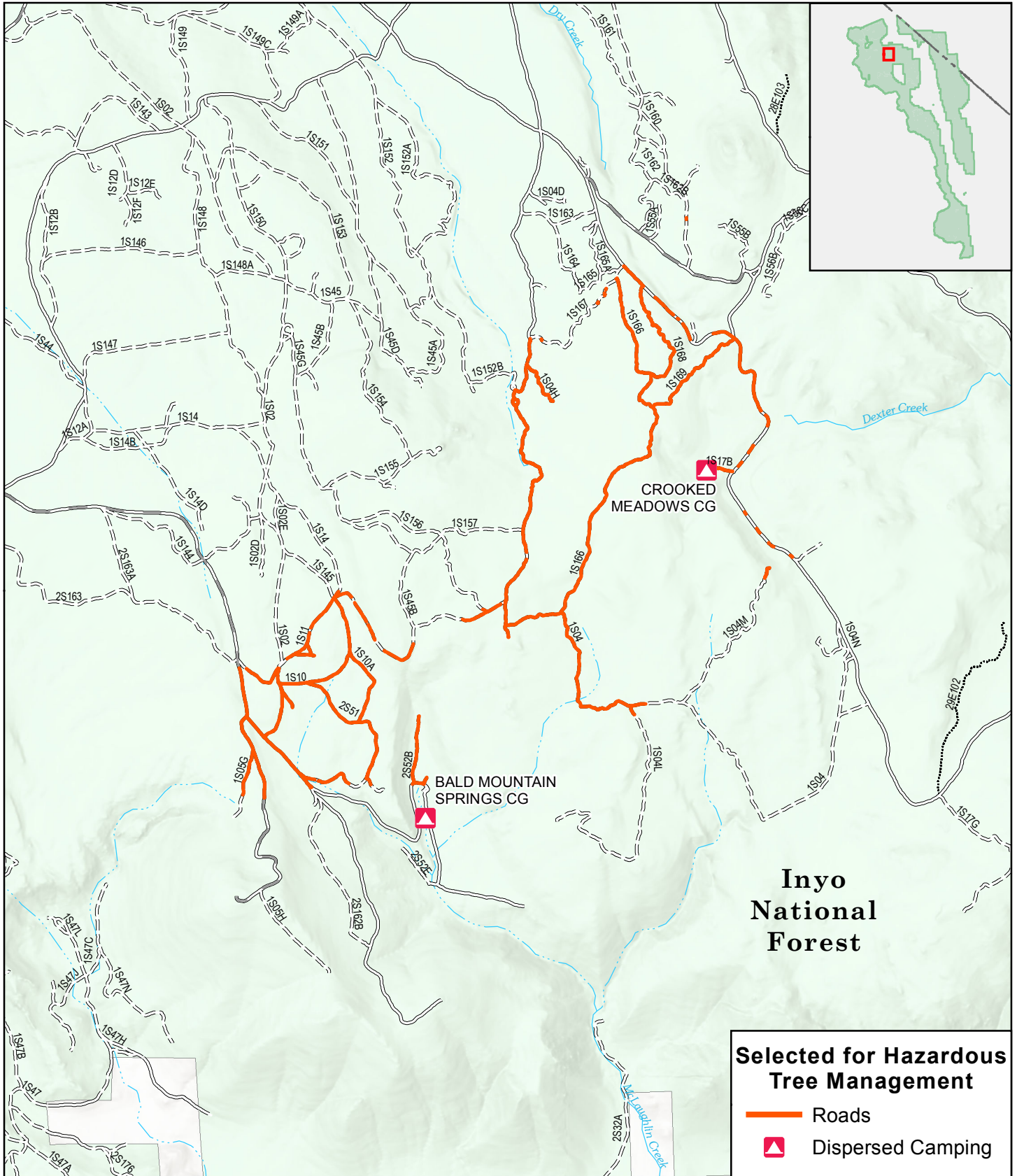
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Region 5 Post Disturbance Hazardous Tree Management Project






Inyo National Forest Mono Lake Ranger District - Dexter Fire 2021



Selected for Hazardous Tree Management

-  Roads
-  Dispersed Camping

10/25/2021
Pacific Southwest Region

-  National Forest Administrative Boundary
-  National Forest Lands
-  Designated Wilderness





County of Inyo



Public Works - Town Water Systems

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Grace Chuchla

SUBJECT: Water System Lien Authority Ordinance

RECOMMENDED ACTION:

County Counsel - Request Board approve a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 4.12.090 to the Inyo County Code Regarding Liens for Delinquent Water Bills."

SUMMARY/JUSTIFICATION:

To facilitate the collection of unpaid water bills, the Public Works Department - Town Water Systems would like to have the option of placing a lien on a property if the property owner is more than 6 months delinquent in the payment of their water bill. This would ensure that individuals cannot escape liability for paying their water bills by selling their house and moving. This would also ensure that, when individuals who are renting a property do not pay the water bill, the owner of the property cannot escape responsibility for the payment of the bill.

Should your Board approve this ordinance, once a bill has been unpaid for more than 6 months, Public Works would file a notice of lien with the Inyo County Clerk-Recorder. Notice of this lien would be sent to the property owner. The property owner can remove the lien by paying the unpaid balance. Alternatively, if the property owner does not pay, then the County would be paid when / if the property sells, assuming that there is sufficient equity in the property to pay off any liens that may take priority over the County's lien.

Your Board voted to introduce and waive further reading of this ordinance on November 2, 2021. Your Board further scheduled this ordinance for adoption on November 9, 2021. This ordinance therefore comes to your Board for adoption today.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enact this ordinance. This is not recommended, as this ordinance will assist with the collection of unpaid water bills.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Water System Lien Ordinance

APPROVALS:

Darcy Ellis

Created/Initiated - 11/2/2021

Darcy Ellis

Approved - 11/2/2021

Marshall Rudolph

Approved - 11/2/2021

Chris Cash

Final Approval - 11/2/2021

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ADDING SECTION 4.12.090 TO THE INYO COUNTY CODE
REGARDING LIENS FOR DELINQUENT WATER BILLS**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to add Section 4.12.090 to the Inyo County Code to provide the County with the authority to place a lien on any property at which the water bill due to the Inyo County Water System has become delinquent for a period of 6 months or more.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority provided in Government Code section 54354, which permits any local agency that maintains a water system to “declare ... that delinquent charges and all penalties thereon ... shall constitute a lien upon the real property served.”

SECTION THREE. MODIFICATIONS TO TITLE 12.

Section 4.12.090, attached hereto as Exhibit A, is hereby added to Title 4 of the Inyo County Code.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption.

Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____ 2021, by the following vote:

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

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Inyo County Code Section 4.12.090

4.12.090 Lien Authority for County Water System

- A. Pursuant to Government Code section 54354, any bill due and payable to the Inyo County Water System and any penalties thereon that have been delinquent for six months or more shall constitute a lien against the real property served.
- B. The Director of the Inyo County Public Works, or his or her designee, shall, at least every six months, prepare a Notice of Utility Lien for any real property for which a bill or penalty has been delinquent for six months or more. The Director shall then provide the Notice of Utility Lien, along with any other paperwork necessary for recordation, to the Inyo County Clerk Recorder so that the delinquent bill and/or penalties can be recorded as a lien against the property.
- C. Following the recordation of the lien, the Inyo County Water System shall provide notice of the lien by mailing a copy of the lien to the impacted real property along with a statement explaining that the lien may be discharged by payment in full of the outstanding bills and penalties.



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 9, 2021

FROM: Grace Chuchla

SUBJECT: Ordinance Repealing Current Districts

RECOMMENDED ACTION:

Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 1.12 of the Inyo County Code Regarding Supervisorial Districts," and schedule enactment for November 16, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

As has been discussed extensively at redistricting hearings, the 2021 redistricting process is operating under a very compressed timeline given the late release of federal Census data. In an effort to give counties more time to consider draft maps and engage with the public, the state legislature passed SB 549 on September 7, 2021. SB 549 amended the Election Code to permit counties to adopt final maps by resolution. Previously, this adoption had to be done via ordinance. This was problematic given the compressed timeline because ordinances take 30 days to go into effect. Counties therefore would have been required to pass an ordinance adopting their final maps on or before November 15 so that the ordinance could take effect by the December 15 deadline for new districts. Resolutions, on the other hand, go into effect immediately, which provides a valuable additional 30 days for the maps drafting process to take place.

However, because the current supervisorial districts are set out in the County Code and were adopted in 2010 via ordinance, your Board must pass an ordinance repealing those current districts so that the 2020 districts may be enacted via resolution. While this is admittedly somewhat cumbersome, the County Code cannot be altered by resolution, so we must first repeal the current district by ordinance and then adopt the new district by resolution.

Finally, it is worth noting that this ordinance's effective date is contingent on your Board adopting a resolution setting new supervisorial districts. The County cannot be without supervisorial district for any period of time. Thus, if for some reason your Board chooses not to adopt new districts on December 14, this ordinance will not go into effect and Chapter 1.12 will remain in the County Code.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt this ordinance. However, this would seriously complicate the redistricting process and would necessitate that final maps be adopted on or before November 15 via ordinance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Redistricting Repeal Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 11/2/2021
Darcy Ellis	Approved - 11/3/2021
John Vallejo	Approved - 11/3/2021
Grace Chuchla	Approved - 11/3/2021
Cathreen Richards	Final Approval - 11/3/2021

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REPEALING CHAPTER 1.12 OF THE INYO COUNTY CODE
REGARDING SUPERVISORIAL DISTRICTS**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to repeal Chapter 1.12 of the Inyo County Code regarding supervisorial districts in preparation for the adoption of the new district maps following the 2020 Census.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority provided in Elections Code 23001, which permits the Board of Supervisors to serve as the Redistricting Commission for the County of Inyo.

SECTION THREE. MODIFICATIONS TO CHAPTER 1.12.

Chapter 1.12 of the Inyo County Code is hereby repealed in its entirety.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption; provided, however that this ordinance shall not take effect until the Inyo County Board of Supervisors passes a Resolution adopting new supervisorial districts based on the 2020 Census.

Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____ 2021, by the following vote:

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

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



County Counsel

TIMED ITEMS - NO ACTION REQUIRED

MEETING: November 9, 2021

FROM: Grace Chuchla

SUBJECT: Redistricting Hearing #4

RECOMMENDED ACTION:

Request Board conduct a noticed hearing as part of the 2021 redistricting process.

SUMMARY/JUSTIFICATION:

As the Inyo County Redistricting Committee ("ICRC"), your Board is required per Elections Code section 21507.1(a) to hold at least four noticed public hearings related to the redistricting process following the 2020 Census. This hearing is one of these hearings. The purpose of this hearing is for the ICRC to receive input from the public on issues such as communities of interest and district boundaries and for staff and the ICRC to answer any questions that the public may have about the redistricting process.

Notice of this hearing was provided as required by law, via both the timely publication of this agenda packet and via the posting of the attached Notice of Redistricting Hearing on the County's website. In addition to formal noticing, efforts were made to reach out informally to the public to raise awareness about the redistricting process.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to decline to hold a hearing. However, this is not recommended, as this hearing is part of a larger schedule that is set up to ensure that the County complies with all laws related to redistricting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Notice of November Hearings

APPROVALS:

Grace Chuchla

Darcy Ellis

Marshall Rudolph

Cathreen Richards

Created/Initiated - 10/22/2021

Approved - 10/22/2021

Approved - 10/22/2021

Final Approval - 10/22/2021



BOARD OF SUPERVISORS COUNTY OF INYO

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



NOTICE OF REDISTRICTING HEARINGS

The Inyo County Redistricting Committee (ICRC) will hold two hearings regarding the 2021 redistricting process on **November 2, 2021 at 11 am** and **November 9, 2021 at 11 am** at 224 N. Edwards St., Independence, CA 93526. Due to the coronavirus pandemic, the public may attend the hearings via Zoom at this link: <https://zoom.us/j/868254781>.

Any member of the public who wishes to address the ICRC on the topic of redistricting may do so by:

- Attending the hearings via Zoom and using the “raise hand” feature on Zoom
- Submitting a written comment via the ICRC’s website at this link: <https://www.inyocounty.us/government/board-supervisors/redistricting/comments>
- Mailing a written comment to: Inyo County Clerk of the Board, P.O. Drawer N, Independence, CA 93526

Live interpretation into Spanish is available for these hearings. However, to guarantee the availability of an interpreter, all requests for interpretation must be received at least 72 hours in advance of the hearing.

Please contact Grace Chuchla at gchuchla@inyocounty.us or 760-872-0933 if you have any questions about the redistricting process or the hearings.



County of Inyo



Board of Supervisors

TIMED ITEMS - NO ACTION REQUIRED

MEETING: November 9, 2021

FROM: Supervisor Roeser

SUBJECT: Workshop on Forest Service Closures

RECOMMENDED ACTION:

Request Board conduct workshop with Inyo National Forest Supervisor Lesley Yen to address issues surrounding Forest closures due to wildfires burning throughout the State.

SUMMARY/JUSTIFICATION:

Inyo National Forest Supervisor Lesley Yen will join our Board in a workshop to address issues surrounding forest closures due to wildfires burning throughout the State. Strategies and possible solutions for future responses will be part of the workshop, along with ideas for effectively working with multiple agencies to communicate and facilitate closures while lessening impacts on our recreating visitors, residents, and businesses.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Inyo National Forest

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Leslie Chapman

Created/Initiated - 11/3/2021
Final Approval - 11/4/2021