

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

October 17, 2017

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Paragraph (1) of subdivision (d) of Government Code §54956.9) –** Name of case: *Inyo County Probation Peace Officers Association v County of Inyo and DOES 1 through 100*, inclusive, Inyo County Superior Court Case No. SI CV PT 1659467
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Paragraph (1) of subdivision (d) of Government Code Section 54956.9) –** Name of case: *Wagner et al. v County of Inyo*, U.S. District Court, Case No. 1:17-cv-00969-DAD-JLT.
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (two cases).
5. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] –** Title: Health and Human Services Director.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER-REGISTRAR OF VOTERS

9. Request Board issue an order declaring appointed-in-lieu of election those candidates submitted for the special districts for the November 7, 2017 Uniform District Election as per the attached Clerk's Certificates.

COUNTY ADMINISTRATOR

10. **Parks & Recreation** – Request Board: A) declare BearSaver of Ontario, CA a sole-source provider of bear-resistant trash/recycle bins for County campgrounds; and B) approve a purchase order to BearSaver of Ontario, CA in the amount of \$10,240 for 10 trash/recycle bins for County campgrounds.
11. **Purchasing** – Request Board: A) declare the Hanigan Company, Inc. of Riverside, CA the successful bidder for printing services for Fiscal Year 2017-2018 per Bid No. 2017-07; and B) award the contract for Bid No. 2017-07 to the Hanigan Company, Inc. of Riverside, CA in the amount of \$12,915 for Fiscal Year 2017-2018, authorizing purchase orders to be approved for various County Departments to order printing services from the Hanigan Company, Inc.

HEALTH AND HUMAN SERVICES

12. Request Board approve Amendment No. 1 to the Phase I Memorandum of Understanding Phase I between and among Kern, Inyo and Mono counties outlining the provision of services under the Federal Workforce Innovation and Opportunity Act, formerly named the Workforce Investment Act of 1998, for the period of July 1, 2016 through June 30, 2019, and authorize the Interim HHS Director to sign and submit as instructed.

PUBLIC WORKS

13. Request Board: A) declare Raftelis Financial Consultants, Inc. of Los Angeles, CA a sole-source provider of Rate Study Services; B) approve a contract with Raftelis Financial Consultants, Inc. of Los Angeles, CA for the provision of Rate Study Services for the Lone Pine, Independence, and Laws Town Waters Systems in an amount not to exceed \$30,985 for the period of October 17, 2017 to June 30, 2018; and C) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.
14. Request Board: A) approve the plans and specifications for the Inyo County Jail HVAC Replacement Project; and B) authorize the Public Works Director to advertise and bid the project.
15. Request Board: A) declare Stephen Newcombe Service, LLC of Lake Arrowhead, CA as the low bidder for the purchase of two (2) Meyers Pro-B Steel Pickup Snow Plows with mounting frames; B) approve a purchase order to Stephen Newcombe Service, LLC of Lake Arrowhead, CA in the amount of \$10,998.68 for the purchase of two (2) Meyers Pro-B Steel Pickup Snow Plows with mounting frames; and C) authorize payment of any associated fees/taxes/delivery that may be required to comply with State and/or Federal regulations.

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

16. **BOARD OF SUPERVISORS – Supervisor Totheroh – COUNTY ADMINISTRATOR/WATER DEPARTMENT/COUNTY COUNSEL** – Request Board: A) receive a briefing regarding the inaugural meeting of the Owens Valley Groundwater Authority (OVGA) held on October 5, 2017; B) consider the request of Owens Valley Groundwater Authority Board of Director that member agencies review and identify desired changes to the Joint Powers Agreement forming the OVGA, and confirm the Inyo County Board of Supervisors' intention to review and consider possible changes to the Joint Powers Agreement only after the OVGA Board of Directors has been fully constituted by all members indicating their respective funding commitments and voting shares allocated accordingly – probably in 2018; and C) authorize and direct County staff to: 1) continue to provide minimum level of staff support to the Owens Valley Groundwater Authority, at no charge to the OVGA, for and until the OVGA Board of Directors is fully constituted, and for no more than four (4) meetings of the OVGA; and 2) once the OVGA Board is fully constituted with funding commitments confirmed and votes allocated, continue to provide staff support to the OVGA, reimbursed on a full cost recovery basis, until such time the OVGA enters into professional service agreements with member agencies to provide such staff services.
17. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve the three-year contract between the County of Inyo and the Department of Health Care Services for Drug Medi-Cal services for substance abuse treatment for an annual amount of \$78,077 and a total contract amount not to exceed \$234,231, for the period beginning July 1, 2017 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign five (5) Standard Agreements, one (1) Contractor Certification Clause, and one (1) California Civil Rights Laws Certification.

18. **PLANNING** – Request Board review the Grant Application Guide for Caltrans Sustainable Transportation Planning Fiscal Year 2017-2018 Sustainable Communities Grant from the SB 1: Road Repair and Accountability Act, provide input, and authorize staff to submit a grant application.
19. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Custodian I or II exists in the Building and Maintenance Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Custodian I or II at Range 50 \$2,804 - \$3,410) or Range 54 (\$3,074 - \$3,739), depending on qualifications.
20. **COUNTY ADMINISTRATOR – Personnel** – Request Board: A) approve the contract between the County of Inyo and Kathe Barton for the provision of personal services as the Environmental Health Director at a monthly salary of \$8,585.00, effective October 19, 2017 and authorize the Chairperson to sign; and B) approve a resolution titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo” and authorize the Chairperson to sign.
21. **COUNTY ADMINISTRATOR – Grand Jury** – Request Board approve the report to the Honorable Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2016-2017 Grand Jury Final Report and authorize the County Administrator to sign the transmittal letter.
22. **COUNTY ADMINISTRATOR – Emergency Services – SHERIFF** – Request Board: A) review the proposed Fiscal Year 2017 Homeland Security Grant Program Application and, if deemed acceptable; B) approve the submittal of the Fiscal Year 2017 Homeland Security Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving a resolution titled, “Governing Board Resolution No. 2017-52” designating the County Administrator/Director of Emergency Services as the County’s Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor’s Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-awarded through the State of California; and C) authorize the Chairperson to sign the Resolution Addendum letter.
23. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Here It Comes Emergency” that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
28. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of September 12, 2017.

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

- 11 a.m. 29. **COUNTY COUNSEL** – Request Board: A) adopt the proposed ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Section 3.80.030 of the Inyo County Code, Pertaining to the Fee for County Counsel Legal Services;” B) conduct a public hearing regarding a proposed resolution increasing the County Counsel legal services fee to \$151 per attorney hour, which is an amount that does not exceed the County’s costs of providing such services; and C) adopt the proposed resolution, titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California Increasing the County Counsel Legal Services Fee.” (Note that the fee increase adopted by the resolution would take effect concurrently with the above-referenced ordinance amending Section 3.80.030 of the Inyo County Code.)
- 11:03 a.m. 30. **CAPITAL ASSET LEASING CORPORATION** – The Board will convene as the Capital Asset Leasing Corporation Board of Directors to consider the following:
A) Election of Officers – The Board will elect a President, Secretary and Treasurer for the Corporation.
B) Approval of Minutes – Request approval of the October 18, 2016 Capital Asset Leasing Corporation meeting minutes.
C) Financial Report – Inyo County Treasurer-Tax Collector Alisha McMurtrie has submitted a Financial Report on the Corporation.
- 1:30 p.m. 31. **PLANNING DEPARTMENT** – Request Board: A) conduct the first public hearing to consider submitting an application for 2017 Community Development Block Grant funding and, if necessary, set a second public hearing date for November 21, 2017, meeting the requirement of 30 days between the two public hearings before applications are due on December 1, 2017; and B) consider general projects that the County can submit an application for, including the Southern Inyo Fire Protection District. (Specific applications will be considered on November 21 if that hearing is deemed necessary.)

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

32. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

33. **Department of Alcohol and Beverage Control** – Application for person-to-person transfer of beer and wine importer and wholesaler licenses from R&S Beverage Company L-Pship, 647 N. Main St., Bishop, CA 93514.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk=s Use Only:
AGENDA NUMBER
9

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

FROM: Kammi Foote, Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Appointments in Lieu of Election - November 7, 2017 UDEL Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order declaring appointed-in-lieu of election those candidates submitted for the special districts for the November 7, 2017 Uniform District Election as per the attached Clerk's Certificates.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Board of Supervisors, as supervising authority, makes the appointments of... "the person or persons, if any, who have filed declarations of candidacy" {Elections Code §10515(a)} and "if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held." {Elections Code §10515(b)}

ALTERNATIVES: Not issue an order declaring candidates appointed in lieu of election, which would be contradictory to Elections Code §10515.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Approval/Date fields. Includes 'APPROVALS' header.

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 10/3/17

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **one** 2-year term
3. The names of the persons submitting Declarations of Candidacy are:
Bryanna Vaughan – 4-year **Robert Steele – 4-year**
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Bryanna Vaughan – 4-year **Robert Steele – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

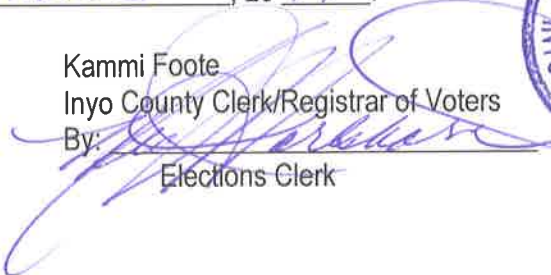
There is **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
Mark Steele

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



October 2, 2017

Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I am a resident of Big Pine and own a home in the District.

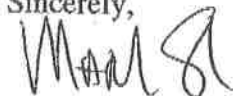
I have been an Interim Board Member with the Big Pine Community Services District since January of 2017 and consented to serve on the Board until the November elections. Since becoming an Interim Board Member for BPCSD, I have acquired valuable and extensive information and knowledge of the system and the workings of the Board.

Due to a health issue, I was unable to submit the necessary documents to run for office in the November election.

I continue to have an interest in serving my community as a volunteer Board Member for the term of 2 years.

Please accept this letter of interest as you consider filling the Big Pine Community Services District Board vacancy.

Sincerely,



Mark Steele

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Gregory A. Bird – 4-year term
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Gregory A. Bird – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Brian Howard

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



Brian Howard

151 Walnut Street
Big Pine, Ca. 93513
Phone: 760-920-3400

► **Inyo County Board of Supervisors**
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office

Drawer F
Independence, Ca. 93526

Dear Inyo County Board of Supervisors:

I would like to express my interest in becoming a Board Member with Big Pine Fire Protection District.

I am a longtime resident of Big Pine, and have served as a Volunteer Firefighter, Emergency Medical Technician, and served on the Board of Commissioners, for the District. I have worked closely with Big Pine Fire Protection District Fire Chiefs to see that the goals of the Fire District are met, and that the residents it serves are provided the highest level of service and protection.

I am currently employed by the Inyo County Sheriff's Department and hold the rank of Investigator. I strive to provide the best professional service to make the community I serve the safest it can be.

Please accept this letter of interest as you consider filling the Big Pine Fire Protection District vacancy

 9/5/2017

Brian Howard

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

2. Declarations of Candidacy for office on the Board of Directors of the **Darwin Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Michael Laemmle – 4-year term **Hal S. Newell – 4-year term**
John Emmett Hamilton – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

- Michael Laemmle – 4-year term** **Hal S. Newell – 4-year term**
John Emmett Hamilton – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★
GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **East Independence Sanitary District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
None
4. The number of vacancies remaining is: **Two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

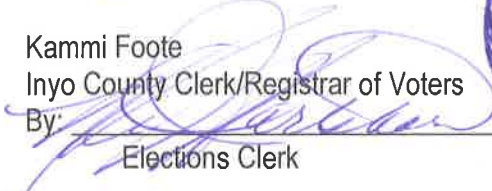
There is still **two** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
David L. Wagner

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



Inyo County Board of Supervisors

September 15, 2017

c/o Michelle Hartshorn

Inyo County Clerk/Recorder Office

Drawer F

Independence, CA 93526

Dear Inyo County Board of Supervisors,

I have served on the East Independence Sanitary District Board of Directors since 2013. Since 2014, I have been President and Secretary of the Board. I am willing to serve another 4-year term if appointed. Thank you for your consideration for my appointment to another term.

Sincerely,



David L. Wagner

336 Rosedale Dr.

Independence, CA 93526

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
James Connaughton – 4-year **Edward Murdy – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

James Connaughton – 4-year **Edward Murdy – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms and **two** 2-year terms
3. The names of the persons submitting Declarations of Candidacy are:
None
4. The number of vacancies remaining is: **Five**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **five** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Indian Creek/Westridge Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Jeff G. Anderson – 4-year **Ted Williams – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jeff G. Anderson – 4-year **Ted Williams – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Keeler Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
John Dukes – 4-year **Michael Gibson – 4-year**
Samuel D. Rosan – 4-year
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

John Dukes – 4-year **Michael Gibson – 4-year**
Samuel D. Rosan – 4-year -year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

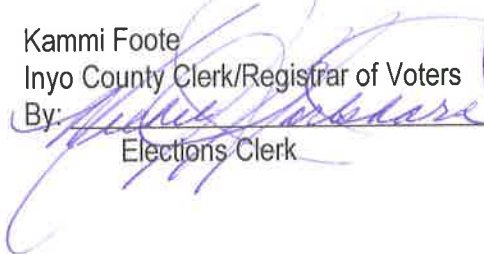
There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 2017.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **one** 2-year term
3. The names of the persons submitting Declarations of Candidacy are:
Gavin Wilkinson – 4-year
4. The number of vacancies remaining is: **Two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Gavin Wilkinson – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Albert C. Berry – 4-year **Douglas Manning – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held October 27, 2011, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Albert C. Berry – 4-year

Douglas Manning – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Mesa Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Rodney Thompson – 4-year
Jeff Francis – (insufficient declaration filed)
4. The number of vacancies remaining is: **two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held October 27, 2011, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Rodney Thompson – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS:

Jeff Francis – (Insufficient, was not a registered voter in the district)

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Olancha Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms
3. The names of the persons submitting Declarations of Candidacy are:
Jennifer Gordon – 4-year **Robert Olin – 4-year**
Lu-Ellen Hays – (Insufficient, was not a registered voter in the district)
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jennifer Gordon – 4-year

Robert Olin – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: Lu-Ellen Hays
(Insufficient, was not a registered voter in the district)

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: 
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra Highlands Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms.
3. The names of the persons submitting Declarations of Candidacy are:
John G. Camphouse – 4-year **Randall W. VanTassell – 4-year**
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

John G. Camphouse – 4-year **Randall W. VanTassell – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra North Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three** 4-year terms and **one** 2-year term.
3. The names of the persons submitting Declarations of Candidacy are:
Shane Huntley – 4-year **Sandy Huntley (Insufficient, oath was not given)**
4. The number of vacancies remaining is: **Three**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Shane Huntley – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **three** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
Sandy Huntley

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **Sandy Huntley (Insufficient, oath was not given)**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 20 17.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



Sandy Huntley
200 North Street
Bishop, Ca 93514
760-965-9090

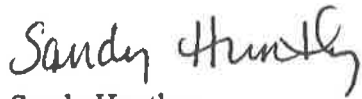
Inyo County Board of Supervisors
c/o Michele Harshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Supervisors,

I am interested in being reappointed as Secretary/Treasurer to the Sierra North Community Service District. I have been serving in this position for the previous six years, but failed to meet this year's filing deadline.

I feel that I have the qualifications to continue on in this position if so appointed.

Thank you for your consideration.


Sandy Huntley

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **one** 2-year term
3. The names of the persons submitting Declarations of Candidacy are:
James H. Furlough – 4-year
4. The number of vacancies remaining is: **Two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

James H. Furlough – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 2017.

Kammi Foote
Inyo County Clerk/Registrar of Voters

By: [Signature]
Elections Clerk



★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2015. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Starlite Community Service District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two** 4-year terms and **one** two year
3. The names of the persons submitting Declarations of Candidacy are:
Marilyn L. Hardin – 4-year Margy Marshall– 4-year
4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Marilyn L. Hardin – 4-year Margy Marshall– 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is still **one** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

Linda Emerson

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 28th day of September, 2017.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: [Signature]
Elections Clerk



Linda Emerson
238 Arcturis Circle
Bishop, CA 93514
(760) 873-3480 (home/land-line)
(760) 920-1941 (cell/text)
lemerson@schat.net

September 26, 2017

Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk-Recorder's Office
Drawer F
Independence, CA 93526

RE: Starlite Community Service District – board vacancy

Dear Inyo County Supervisors,

I am interested in serving as a board member with the Starlite Community Service District.

I have lived in Starlite since 2004 and have owned property here since 1999. I have professional experience dealing with water quality, infrastructure and rights, as set forth in my resume (attached). I believe this background will be useful to the CDS in fulfilling its role to provide a safe and adequate water supply for our community.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Linda Emerson". The signature is written in black ink and has a long, sweeping horizontal line extending to the right from the end of the name.

Linda Emerson

Attachment (1)

LINDA EMERSON
238 Arcturus Circle
Bishop, CA 93514
(760) 873-3480 home/land line
(760) 920-1941 cell/text
lemerson@schat.net

POST-RETIREMENT WORK

Substitute Teacher

Inyo County School District

March 2015 to present

Fulfill substitute teaching assignments for kindergarten, elementary, middle-school, high school, dual-language and special education classes (all subjects).

Crew Leader

U.S. Census Bureau

March to August, 2010

Trained and supervised census workers for three field operations in Inyo County. Reviewed and certified work product, payroll and progress reports.

PROFESSIONAL EXPERIENCE

Director/Attorney

Dickenson, Peatman & Fogarty, Napa

April 1995 to October 2004 (retired)

Specialist in local and state land use law, with an emphasis on winery-related zoning and planning matters. Preparation and negotiation of development agreements, restrictive covenants, easement agreements and other agreements related to the use of real property. Administrative matters including subdivision maps, use permits, and compliance with CEQA and the regulatory requirements of various state and federal agencies.

Associate/Attorney

Robbins & Livingston, Roseville

October 1993 to April 1995

Full range of representational responsibilities involving the California Subdivision Map Act, General Plan law, Development Agreements, affordable housing and related zoning matters. Analysis of Environmental Impact Reports and studies covering a wide range of subjects, including water quality, geology, cultural and biological resources, hazardous materials, noise, infrastructure requirements and aesthetic considerations. Applicable law included CEQA, the Clean Water Act, Federal and State Clean Air legislation, Federal and State Endangered Species Acts, and a variety of state statutes involving planning issues, water rights and water quality.

Linda Emerson

Page 2

PROFESSIONAL EXPERIENCE (continued)

Legal Extern

California Energy Commission, Sacramento

Spring, 1993

Researched and drafted memoranda on CEQA and administrative law issues. Assisted lead counsel in a rulemaking proceeding and a power plant licensing case.

EDUCATION

University of California, Davis School of Law

Juris Doctor, 1993

Editor, *Environ Environmental Law & Policy Journal*

Advocate, Moot Court

Teaching Assistant, Legal Research and Writing

California State University, Fullerton

B.A. in Liberal Studies, 1990; top 1% of class

Recipient, 1989 Outstanding Student Scholarship

LICENSURE

Admitted to the California State Bar, 1993 (currently inactive)

Admitted to Practice before the United States District Court for the Eastern and Northern Districts of California, 1993

California Emergency Teaching Credential, 2015

COMMUNITY WORK

Director, Northern Inyo Hospital Foundation Board (2015-present)

Alternate Member, Inyo County Natural Resource Advisory Committee (2016-present)

Elections Officer, Inyo County Elections Precinct Board (2016-present)

Volunteer, Eastern Sierra Dog Rescue/Inyo County Animal Shelter (2008-present)

Director, Friends of the Inyo (2002-2007)

Director, Community Action Napa Valley (1999-2004)

Co-chair, Hope Resource Center Advisory Committee (2000-2004)

INTERESTS: Mountain climbing, long-distance running, world travel.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: Parks & Recreation

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Authorization for the purchase of Bear Saver Trash/Recycling Bins

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- 1) Declare Bear Saver as a Sole Source Provide for the purchase of ten trash/recycle bins for the County campgrounds and;
- 2) Authorize the purchase of ten Bear Saver trash/recycle bins in the amount of \$10,240.

SUMMARY DISCUSSION: Annually, Inyo County Parks & Recreation receives a grant in the amount of \$10,000 from the Department of Resources Recycling and Recovery (CalRecycle). These funds are designated to improve recycling activities within the County.


The Parks Department has, for the past three years, utilized this funding to systematically replace the heavily used trash/recycle bins in the County operated parks and campgrounds. The department proposes to once again apply this year's allocation to purchase 10 additional bins at a cost of \$10,240. In anticipation of this grant, this purchase was included and an appropriation was made within the Parks and Recreation budget. If approved, \$10,000 will be paid utilizing grant funds with \$240 coming from the Parks and Recreation budget.

The bins used at County Parks are manufactured by Bear-Saver . These design patented, double receptacles are ADA compliant and meet the standards established by the U.S. Park Service. Since they are unique, it is also requested that Bear Saver be declared as a sole source provider for these containers.

ALTERNATIVES: Your Board could choose not to authorize the purchase. This would preclude the replacement of heavily used bins in the parks and campgrounds. Your Board then could direct staff to explore other uses for the funding or forfeit the grant entirely.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: Parks & Recreation Fiscal Year 2017/2018 budget, 076998, includes funding in object code 5232, Equipment less than \$5000, for the purchase of trash/recycle bins.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/10/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received) Richard J. Dumas Date: 10-10-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

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

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

FOR THE BOARD MEETING OF: Tuesday, October 17, 2017

SUBJECT: Award of Bid No. 2017-07 Printing for 2017-18 FY

DEPARTMENTAL RECOMMENDATION:

Request award of Bid No. 2017-07, Printing for Fiscal Year 2017-2018 to the The Hanigan Company Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for the Fiscal Year 2017-2018.

SUMMARY DISCUSSION:

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

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

<u>VENDOR</u>	<u>AMOUNT BID</u>
Community Printing & Publishing	No Bid Received
Alex Printing	No Bid Received
The Hanigan Company Inc.	12,915.00

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

ALTERNATIVES:



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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/12/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/12/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____



DEPARTMENT HEAD SIGNATURE:

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

Date: 10/12/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES, Workforce Investment Act

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Approval of the First Amendment to the Memorandum of Understanding Phase I with Kern, Inyo and Mono Counties Workforce Development Board.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the First Amendment to the Memorandum of Understanding (MOU) Phase I between and among Kern, Inyo and Mono Counties outlining the provision of services under the federal Workforce Innovation and Opportunity Act (WIOA) formerly named Workforce Investment Act of 1998, for the period July 1, 2016 through June 30, 2019 and authorize Marilyn Mann, Interim Director, to sign and submit as instructed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board previously approved Phase I of the MOU between and among Kern, Inyo and Mono counties for the provision of WIOA services. This contract amendment is limited to the following two changes: (1) replaces the grantee for the Youth Build grant from Kern County Superintendent of Schools to the Foundation for Second Chances, Inc.; and (2) adds the Latino Coalition for Community Leadership, Inc. as the grantee for the Second Chance Act. All other aspects of the original MOU Phase I remain the same, including the terms and conditions.

The Department is respectfully requesting your Board approve the First Amendment to the MOU Phase I and authorize the HHS Interim Director to sign.

ALTERNATIVES:

Board could refuse approval of the First Amendment to the MOU Phase I, delaying the receipt of funds and implementation of services for all three involved counties.

OTHER AGENCY INVOLVEMENT:

Kern County, Mono County

FINANCING:

There is no funding involved in approving this document.

APPROVALS

COUNTY COUNSEL:

Stuebel

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

Approved: YES

Date: 9/30/17

DEPARTMENT HEAD SIGNATURE:

Mann

Date: 10/2/17

Workforce Innovation and Opportunity Act
Kern, Inyo and Mono Counties Workforce Development Board
First Amendment to the Memorandum of Understanding

This First Amendment to the Memorandum of Understanding is entered into this ___ day of _____, 2017, by and between Foundation for Second Chances, Inc., a California nonprofit corporation (FFSC), Latino Coalition for Community Leadership, Inc., a California nonprofit corporation (LCCL), the Workforce Development One-Stop Partner Programs/Agencies (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area ("KIM WDA), and the Kern, Inyo, and Mono Counties Workforce Development Board (KIM WDB). FFSC, LCCL, One-Stop Partners and KIM WDB are referred to collectively as the "Parties."

Recitals

- A. On June 30, 2017, the One-Stop Partners entered into a Memorandum of Understanding;
- B. At the time the MOU was signed by the One-Stop Partners, the United States Department of Labor did not have a grant recipient for the KIM WDA for the Reentry Employment Opportunities (REO) programs authorized under section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) (Second Chance Act) and under the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as "WIOA" or the "Act");
- C. On or about July 1, 2016, LCCL was awarded and became the grantee of the Second Chance Act by the United States Department of Labor under WIOA Title I (D) Section 169, as the administrating agency for the Second Chance Act program in the KIM WDA;
- D. LCCL agrees to adhere to all of the terms and conditions contained in the MOU, as amended herein;
- E. At the time the MOU was signed by the One-Stop Partners, Kern County Superintendent of Schools (KCSOS) was the grant recipient for the YouthBuild program under the WIOA;
- F. On or about September 22, 2016, FFSC was awarded the YouthBuild grant by the United States Department of Labor under WIOA Title I (D) Section 171 and replaced KCSOS as the grant recipient for the YouthBuild program in the KIM WDA;
- G. FFSC agrees to adhere to all of the terms and conditions contained in the MOU, as amended herein; and
- H. The Parties hereby acknowledge that KCSOS is no longer a required One-Stop

Partner under WIOA; and

I. The One-Stop Partners, LCCL, FFSC, and KIM WBD desire to amend the MOU for the first time to comply with WIOA and its implementing regulations.

Agreement

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

1. Section 3 "Parties to the MOU" of the MOU shall be replaced in its entirety to read as follows:

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

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

No.	Local Agency
1	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD)
2	ETR, Inyo HHS, Mono SSD
3	ETR, Inyo HHS, Mono SSD
4	Cornerstone Solutions, Inc. – Job Corps Services (Job Corps)
5	California Indian Manpower Consortium Inc. (CA Indian)
6	ETR
7	Foundation for Second Chances (FFSC)
8	Kern High School District (KHSD), Delano Joint Union High School District (DJTUHSD), Farmworker Institute for Education & Leadership Development (FIELD)
9	California Employment Development Department (EDD)
10	California Department of Rehabilitation (DOR)
11	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)
12	SER - Jobs for Progress (SER Jobs)
13	EDD
14	EDD
15	Community Action Partnership of Kern (CAPK)
16	Housing Authority of the County of Kern (HACK)
17	EDD
18	Latino Coalition for Community Leadership (LCCL)
19	Kern County Department of Human Services (KCDHS)

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

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

BASIC CAREER SERVICES			Title I Program Eligibility				Non-Title I Eligib	Out-reach	Orient-tation	Initial Assess-ment
#	Agency	Title	Adult	DW	Youth	Oth				
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1	ETR	Title I(B) Adult	X					X	X	X
2	ETR	Title I(B) DW		X				X	X	X
3	ETR	Title I(B) Youth			some			X	X	X
6	ETR	Title I(D)167 MSFW			X			X	X	X
4	Job Corps	Title I(C) Job Corps				X		X	X	X
7	FFSC	Title I(D)171 YouthBuild	X	X	X		X	X	X	X
5	CIMC	Title I(D)166 Native American				X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X		X	X	X	X
8	DJTUHSD	Title II AEL					X	X	X	X
8	FIELD	Title II AEL								
9	EDD	Title III Wagner-Peyser					X	X	X	
10	DOR	Title IV Voc Rehab					X	X	X	X
14	EDD	TAA					X	X	X	X
13	EDD	Veterans					X	X	X	X
17	EDD	UI					X			
19	DHS	CalWORKS					X			
11	KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
11	BC	Perkins Post-2nd					X	X	X	X
11	TC	Perkins Post-2nd					X	X	X	X
11	CCCC	Perkins Post-2nd					X	X	X	X
12	SER Jobs	Title V Older Americans Act					X	X	X	X
15	CAPK	CSBG					X			
16	HACK	E&T under HUD					X	X		X
18	LCCL	Second Chance Act					X	X	X	X

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

BASIC CAREER SERVICES			Title I Program Eligibility				Non-Title I Eligib	Out-reach	Orient-tation	Initial Assessment
#	Agency	Title	Adult	DW	Youth	Oth				
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X			X	X	X
1	ETR	Title I(B) Adult	X					X	X	X
2	ETR	Title I(B) DW		X				X	X	X
3	ETR	Title I(B) Youth			some			X	X	X
6	ETR	Title I(D) 167 MSFW			X			X	X	X
4	Job Corps	Title I(C) Job Corps				X		X	X	X
7	FFSC	Title I(D) 171 YouthBuild	X	X	X		X	X	X	X
5	CIMC	Title I(D) 166 Native American				X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X		X	X	X	X
8	DJTUHSD	Title II AEL					X	X	X	X
8	FIELD	Title II AEL								
9	EDD	Title III Wagner-Peyser					X	X	X	
10	DOR	Title IV Voc Rehab					X	X	X	X
14	EDD	TAA					X	X	X	X
13	EDD	Veterans					X	X	X	X
17	EDD	UI					X			
19	DHS	CalWORKS					X			
11	KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
11	BC	Perkins Post-2nd					X	X	X	X
11	TC	Perkins Post-2nd					X	X	X	X
11	CCCC	Perkins Post-2nd					X	X	X	X
12	SER Jobs	Title V Older Americans Act					X	X	X	X
15	CAPK	CSBG					X			
16	HACK	E&T under HUD					X	X		X
18	LCCL	Second Chance Act					X	X	X	X

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

BASIC CAREER SERVICES			Intake	Labor Exchg, JSA*	Referral One-Stop Partner	Labor Market Info	Perform-ance & Cost Info	Support Service Info	UI Info	Finan- cial Aid Info
#	Agency	Title								
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1	ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
2	ETR	Title I(B) DW	X	X	X	X	X	X	X	X
3	ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
6	ETR	Title I(D)167 MSFW	X	X	X	X	X	X	X	X
4	Job Corps	Title I(C) Job Corps	X		X	X		X		
7	FFSC	Title I(D)171 YouthBuild	X	X	X		X	X	X	
5	CIMC	Title I(D)166 Native American	X	X	X	X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
8	DJTUHSD	Title II AEL	X	X	X	X	X	X	X	X
8	FIELD	Title II AEL	X		X	X		X	X	X
9	EDD	Title III Wagner-Peyser		JSA/LE	X	X		X	X	
10	DOR	Title IV Voc Rehab	X		X			X		
14	EDD	TAA	X	JSA/LE	X	X		X	X	X
13	EDD	Veterans	X	JSA/LE	X	X		X	X	
17	EDD	UI							X	
19	KCDHS	CalWORKS			X					
11	KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
11	BC	Perkins Post-2nd		X	X	X	X	X		assist
11	TC	Perkins Post-2nd	X	X	X	X	X	X		X
11	CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
12	SER Jobs	Title V Older Americans Act	X		X	X		X		
15	CAPK	CSBG						X		
16	HACK	E&T under HUD			X			X		assist
18	LCCL	Second Chance Act	X		X	X	X	X		X

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Compre- hensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Voca- tional***
#	Agency	Title				
1-3	Inyo	Title I(B) Ad/DW/Y	CASAS	X	IEP	X
1-3	Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	Job Training
1	ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
2	ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
3	ETR	Title I(B) Youth		X	IEP	
6	ETR	Title I(D) 167 MSFW		X	IEP	X
4	Job Corps	Title I(C) Job Corps		X		
7	FFSC	Title I(D) 171 YouthBuild		X		X
5	CIMC	Title I(D) 166 Native American	CASAS	X	X	X
8	KHSD	Title II Ad Educ Liter	CASAS	X	X	X
8	DJTUHSD	Title II AEL	CASAS	X		X
8	FIELD	Title II AEL	CASAS	X		X
9	EDD	Title III Wagner-Peyser		X		
10	DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
14	EDD	TAA		X	Agency Plan	X
13	EDD	Veterans		X	Agency Plan	
17	EDD	UI				
19	DHS	CalWORKS	Fosters		X	X
11	KSHD	Perkins Post-2nd	CASAS	X	X	X
11	BC	Perkins Post-2nd	WorkKeys for BC Students			X/Gen Pop
11	TC	Perkins Post-2nd	WorkKeys	X		X
11	CCCC	Perkins Post-2nd	CASAS	X	X	X
12	SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
15	CAPK	CSBG				
16	HACK	E&T under HUD			X (ITSP)	Refer
18	LCCL	Second Chance Act	Criminogenic Risk	X		X

*Assessment: CASAS, WorkKeys

**Individual Employment Plan or Individual Plan for Employment

***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Intern-/ Externship WEX	Out-of-Area Job Search	Finan- cial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
#	Agency	Title					
1-3	Inyo	Title I(B) Ad/DW/Y	X	X		X	X
1-3	Mono	Title I(B) Ad/DW/Y		X	X	X	X
1	ETR	Title I(B) Adult	contract out		TAY		
2	ETR	Title I(B) DW	contract out		SBDC		
3	ETR	Title I(B) Youth	contract out		contract		
6	ETR	Title I(D) 167 MSFW	contract out			X	
4	Job Corps	Title I(C) Job Corps	X	X	X	X	X
7	FFSC	Title I(D) 171 YouthBuild					
5	CIMC	Title I(D) 166 Native American	X	X	X		X
8	KHSD	Title II Ad Educ Liter	X			ESL	X
8	DJTUHSD	Title II AEL	X		X	X	X
8	FIELD	Title II AEL	X		X	X	Charter HS
9	EDD	Title III Wagner-Peyser		X			
10	DOR	Title IV Voc Rehab	X		X		
14	EDD	TAA	X	X	X	Refer	Refer
13	EDD	Veterans		X			
17	EDD	UI					
19	DHS	CalWORKS	X		X		
11	KHSD	Perkins Post-2nd	X		X	X	X
11	BC	Perkins Post-2nd	Yes/Gen Pop		Fin Aid Ref	Yes	
11	TC	Perkins Post-2nd	X	X	X	X	X
11	CCCC	Perkins Post-2nd	X	X	X	X	X
12	SER Jobs	Title V Older Americans Act				Refer	Refer
15	CAPK	CSBG			X		
16	HACK	E&T under HUD			X	Refer	Refer
18	LCCL	Second Chance Act	X		X		

*Assessment: CASAS, WorkKeys

**Individual Employment Plan or Individual Plan for Employment

***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment

- CIMC provides these services through its Eastern Sierra Field Office

2. Section 21 "**Notice**" of the MOU shall delete the name, address and email address as follows:

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

3. Section 21 "**Notice**" of the MOU shall add the name, address and email address at the end of the section as follows:

Melissa Wyatt, Executive Director
Foundation for Second Chances, Inc.
3734 West Slauson Avenue
Los Angeles, CA 90043
melissawyatt@ffscinc.org

Richard R. Ramos, Executive Director
Latino Coalition for Community Leadership
970 Village Lane
Santa Barbara, CA 93110
rros@latinocoalition.org

4. Signatory pages of the MOU is hereby amended to delete in its entirety any reference to KCSOS as follows:

Kern County Superintendent of Schools, by Christine Lizardi Frazier, Superintendent

5. **Ratification of MOU**: Except as modified by this First Amendment of the MOU, all terms and conditions of the MOU shall be in full force and effect. All rights provided to the Partners serving the KIM WDA, and the KIM WDB in this First Amendment are in addition to those provided in the MOU and those provided by law. A copy of the MOU is attached hereto and incorporated by reference as Exhibit A.

6. **Authority to Execute**: Each of the individuals executing this First Amendment to the MOU on behalf of Latino Coalition for Community Leadership, Inc., Foundation for Second Chances, Inc., One-Stop Partners, and the KIM WDB represent and warrant that he or she is duly authorized to execute and deliver this First Amendment on behalf of Latino Coalition for Community Leadership, Inc., Foundation for Second Chances, Inc., One-Stop Partners and the KIM WDB, respectively, and that this First Amendment to the MOU is binding upon Latino Coalition for Community Leadership, Inc., Foundation for Second Chances, Inc., One-Stop Partners and the KIM WDB, respectively, in accordance with its terms.

Signatures:

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

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

Kern, Inyo, Mono Counties Workforce
Development Board

By: _____
Les Clark, Chair



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
13

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

FROM: Public works

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Request the Board approve the sole source contract with Raftelis Financial Consultants, Inc. for Water Rate Study Services for the Lone Pine, Independence and Laws Town Water Systems for an amount not to exceed \$30,985.

DEPARTMENTAL RECOMMENDATIONS:

Request Board: A) declare Raftelis Financial Consultants, Inc. of Los Angeles a sole-source provider of Water Rate Study Services; B) approve a contract with Raftelis Financial Consultants, Inc. for the provision of Water Rate Study Services for the Lone Pine, Independence, and Laws Town Water Systems in an amount not to exceed \$30,985 for the term of October 17, 2017 to June 30, 2018; and C) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Since taking over the three town water systems, Inyo County has struggled to balance provision of adequate services with revenues that are being generated by the systems. This situation has led to stress on the systems and an extreme lack of efficiency. Currently, many hours are spent prioritizing funding for things as simple as meter, service or hydrant replacements. This is only magnified by incidents such as water leaks. All of these are things that should be readily funded through a fair rate structure. The rates for the water systems have been essentially static for a number of years. In order to continue to operate these systems and provide water for these communities in future, a re-examination of rates is essential.

We are recommending Raftelis Financial Consultants, Inc. as a sole source provider. Sanjay Gahr, a Vice President for Raftelis Consultants, Inc., is an acknowledged expert in rate setting and has authored numerous scholarly works on rate setting, including a number for the American Water Works Association. Given the sensitive nature and complex issues of the Inyo County Town Water Systems, staff believes that this level of skill is necessary. Normally, someone of Mr. Gahr's caliber would not be available for a project as small as this. Mr. Gahr's resume is attached.

The above recommendation is justified as follows:

Inyo County Purchasing Policy Section I.2(a) Capability of proposed contractor that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field. *Sanjay Gahr, Vice President of Raftelis Financial Consultants, Inc. and the principle for this project has authored a number of articles and procedures regarding rate setting for the AWWA. Given the unique nature of the Owens Valley's relationship to water and to the Town Water Systems, this sort expertise will be necessary to develop and support the rate analysis.*

Inyo County Purchasing Policy Section I.2(b) Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort. *Mr. Gahr and his team have a history of performing complex and politically sensitive rate analyses. The experience will be vital for this undertaking.*

Raftelis will perform a complete rate analysis for the Town Water Systems. Also, included in the base scope of work is one in-person meeting to present and discuss results. Raftelis has also provided a cost per additional in-person meetings in its fee schedule. Staff has included one additional meeting in the not-to-exceed cost of the contract should the Board determine that is desired.

ALTERNATIVES:



1. To not approve this contract with Raftelis Financial Consultants, Inc. and direct staff complete a full Request for Proposals. This is not recommended as it would likely increase the cost and would not improve the level of expertise that we require.
2. To not proceed with a rate analysis. This is not recommended as the Town Water Systems as currently funded are not sustainable.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor-Controller

FINANCING:

Not to exceed cost is \$30,985. 60% will be funded from Budget Unit 152201 Water System -Lone Pine and 40% from Budget Unit 152101 Water System- Independence - 5265

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>10/9/17</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>10/10/17</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Clint A. Quillen By: Hayden Date: 10-12-17

**AGREEMENT BETWEEN COUNTY OF INYO
AND RAFTELIS FINANCIAL CONSULTANTS, INC.**
FOR THE PROVISION OF WATER RATE STUDY SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the WATER RATE STUDY services of RAFTELIS FINANCIAL CONSULTANTS, INC. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Director of Public Works. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from October 17, 2017 to June 30, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From NA through NA
- B. From NA through NA

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$29,380 (initial term) \$NA (option 1) and \$NA (option 2) for a total of \$29,380 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Public Works	Department
P.O. Box Q	Address
Independence, Ca. 93526	City and State

Consultant:	
Raftelis Financial Consultants, Inc.	Name
445 S Figueroa Street, Suite 2270	Address
Los Angeles, CA 90071	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND RAFTALIS FINANCIAL CONSULTANTS, INC.**

FOR THE PROVISION OF WATER RATE STUDY **SERVICES**


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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: 
Signature
Sanjay Vaur
Print or Type Name

Dated: _____

Dated: 10/2/17

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND RAFTALIS FINANCIAL CONSULTANTS, INC.
FOR THE PROVISION OF WATER RATE STUDY SERVICES**

TERM:

FROM: October 17, 2017 **TO:** June 30, 2018

SCOPE OF WORK:

TASK 1 – PROJECT MANAGEMENT, INITIATION AND DATA COLLECTION

This task includes general administrative duties including client communication, billing, project documentation, and overall administration of the project and data collection. This task also includes QA/QC by our Technical Reviewer and data collection efforts. We will prepare a detailed data request, review the data and clarify any data needs or questions.

Meetings: Web meetings as needed to discuss data

Deliverables: Data Request List

TASK 2 – FINANCIAL PLAN

The objective of this task is to project the utilities revenue requirements by developing a financial model that compares current rate revenue with projected O&M and capital expenses and reserve needs. We will project expenses such as annual water purchase/production costs, labor, power, materials, capital expenditures, reserve contributions, and debt service (if applicable) using inflationary assumptions. The Financial Plan will show whether the utilities are recovering the true costs to provide water service. Raftalis will develop one financial model that encompass all three service areas.

Meetings: One (1) GoToMeeting webinar with Department Staff to review the Financial Plan

Deliverable(s): Financial Plan in Microsoft Excel 2013

TASK 3 – COST OF SERVICE ANALYSIS

The cost of service analysis equitably allocates costs to customers based on the cost to serve those customers. As part of this task, Raftalis will review and analyze historical customer class usage characteristics and allocate the cost of service to each customer class. Throughout the cost allocation and rate setting process, Raftalis will comply with the Department's rate setting objectives and Proposition 218.

Meeting(s): None

Deliverable(s): Cost of service analysis in Microsoft Excel 2013.

TASK 4 – RATE CALCULATIONS AND CUSTOMER IMPACTS

We will develop one uniform rate structure for all three service areas. The model will have the ability to examine different levels of fixed revenues. We will also assess customer bill impacts from the revised rates.

Meeting(s): One (1) in-person meeting to discuss and present study results

Deliverable(s): Water Rate Model in Microsoft Office Excel®2013 showing proposed rates and customer impacts.

TASK 5 – DRAFT AND FINAL REPORTS

The draft report will detail the assumptions used and the development of the financial plan, cost of service and rates. The report will derive the rates so that a layperson will be able to follow the rate calculations. The report will serve as the Department's Administrative Record to meet Proposition 218. Raftalis will incorporate the Department's comments into the final version.

Meeting(s): None

Deliverables: An electronic copy of the draft report and final report.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
RAFTALIS FINANCIAL CONSULTANTS, INC.**

AND _____
FOR THE PROVISION OF WATER RATE STUDY **SERVICES**

TERM:

FROM: October 17, 2017 **TO:** June 30, 2018

SCHEDULE OF FEES:

Task	No. Meetings	Hourly Rate	Hours			Admin \$75	Total	Total Fees
			SG \$280	StG \$230	FC \$175			
1			2	8	6		16	\$3,610
2			1	4	16		21	\$4,210
3			1	6	4		11	\$2,470
4	1		2	18	12		32	\$7,545
5			2	8	24	4	38	\$7,280
Mtgs/Hrs.	1		8	44	62	4	118	
Total Fees			\$2,240	\$10,120	\$10,850	\$300	\$23,510	

The cost for additional meetings is \$4,265. One additional meeting has been included in the not to exceed amount

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND RAFTALIS FINANCIAL CONSULTANTS, INC.**

FOR THE PROVISION OF WATER RATE STUDY SERVICES

TERM:

FROM: October 17, 2017 **TO:** June 30, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND RAFTALIS FINANCIAL CONSULTANTS, INC.
FOR THE PROVISION OF WATER RATE STUDY SERVICES**

TERM:

FROM: October 17, 2017 **TO:** June 30, 2018

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND ^{NA} _____
FOR THE PROVISION OF ^{NA} _____ SERVICES

TERM:

FROM: ^{NA} _____ TO: ^{NA} _____

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read;

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 22, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1720 et seq., and all federal, state, and local laws and ordinances applicable to the work. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AND NA AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF NA SERVICES

TERM:

FROM: NA TO: NA

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I of the Caltrans Local Assistance Procedure Manual (LAPM), "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J of the Caltrans LAPM, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Disclosure of Lobbying Activities.** Exhibit 10-Q of the Caltrans LAPM "Disclosure of Lobbying Activities."
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Caltrans LAPM Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

14

FROM: Public Works

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Inyo County Jail HVAC Replacement Project 2017

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) approve the plans and specifications for the Inyo County Jail HVAC Replacement Project; 2) authorize the Public Works Director to advertise and bid the project

CAO RECOMMENDATION: None

SUMMARY DISCUSSION:

The following proposed project is included in the current 2017-2018 Deferred Maintenance Budget.

The Inyo County Jail Building currently has thirteen (13) HVAC units on the roof, providing the building with air conditioning and heating. Seven of these HVAC units were replaced in 2016. One was replaced four or five years ago on an emergency basis. The remaining five units were installed in 1991 and are beyond the end of their 15-20 year service life. These old units have become increasingly burdensome to the County maintenance crew due to constant breakdown's and repairs.

Public Works desires to replace all five (5) of the old units. Replacement of these units would greatly enhance the reliability of the Jail HVAC system and reduce the burden to the County Building Maintenance Staff. It would also create a more comfortable environment for the employees and inmates of the jail, reduce measurable amounts of air pollution in the Owens Valley Planning Area and beyond, and would result in long-term energy savings for the County.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended, as the existing HVAC units are nearing the end of their service life, expensive to operate and require constant maintenance.

OTHER AGENCY INVOLVEMENT:

County Counsel Review the ARF and Bid Package
Auditor to pay the invoices

FINANCING: Funding will be provided by the Criminal Justice Facilities Trust to the Public Works Deferred Maintenance Budget, Unit 011501, in the amount of \$60,300.00 for replacement of the five (5) HVAC units.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>9/29/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>10/2/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 10/3/2017

BID PACKAGE AND SPECIAL PROVISIONS

FOR CONSTRUCTION OF



INYO COUNTY JAIL HVAC REPLACEMENT PROJECT

Independence, CA

PROJECT NO. ZP 17-052

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

October 2017

Prepared By: Inyo County Public Works

INYO COUNTY JAIL HVAC REPLACEMENT PROJECT

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EXHIBIT A – SPECIAL PROVISIONS

PLANS

**NOTICE
INVITING BIDS**

FOR

**INYO COUNTY JAIL
HVAC REPLACEMENT PROJECT**
Independence, CA

**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS**

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for:

INYO COUNTY JAIL HVAC REPLACEMENT PROJECT

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, County of Inyo Contract and Bond Forms, Special Provisions, and Plans, may only be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. The Bid Packages are also available for inspection at the department offices during regular business hours. There will be a non-refundable charge of \$16.00 for hard copies of the plans and specifications; checks are to be made out to "Inyo County Public Works Department." Bid packages are also available at no charge at the County of Inyo website at www.inyocounty.us. Bidders who obtain bid packages over the internet must notify the county that they are plan holders. Bidders who do not notify the county that they are plan holders may not be aware of any addenda that are issued.

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

INYO COUNTY JAIL HVAC REPLACEMENT 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 November 1, 2017 (Bid Deadline)** 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: The project consists of the removal and disposal of five (5) existing roof mounted HVAC units and the procurement and installation of five (5) new roof mounted HVAC units at the existing Inyo County Jail Building, Independence, California. The work also includes all required electrical connections and installation of all other associated work, for a finished and completely operational building HVAC system. Owner to supply Control Technician. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to John Pinckney of the Public Works Department at jpinckney@inyocounty.us. The Inyo County Jail is available for inspection by request through the Public Works Department at (760) 878-0204.

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 C20 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, 2015, Contract Documents and other applicable law.

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

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, 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 CA 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.

The definition and meanings of the words used in this Notice Inviting Bids 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, 2015.

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

County of Inyo
Department of Public Works


Clint Quilter, Director

Dated October 2017

BID PROPOSAL FORMS

FOR

**INYO COUNTY JAIL
HVAC REPLACEMENT PROJECT
Independence, CA**

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Labor Code Section 3700 Contractor's Labor Code Certification
Labor Code Section 1725.5 Contractor and Subcontractor Registration
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
Small Business Enterprise Commitment (Construction Contracts)
Small Business Enterprise Final Report of Utilization of Small Business Enterprise

BID PROPOSAL FORM

TO: COUNTY OF INYO
Public Works Department
168 N. Edwards
Independence, California 93526
(Herein called the "County" or "Owner")

FROM: _____

(Herein called "Bidder")

FOR: **INYO COUNTY JAIL HVAC REPLACEMENT 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 November 1, 2017 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, telegraphic, 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:

BID FORM
INYO COUNTY JAIL HVAC REPLACEMENT PROJECT
PROJECT NO. ZP 17-052

ABBREVIATIONS:

LS = LUMP SUM
 SF = SQUARE FEET

LF = LINEAR FEET
 EA = EACH

CY = CUBIC YARD
 SY = SQUARE YARDS

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	Remove and Dispose 3 Ton HVAC unit and Replace with 3 Ton HVAC unit (Carrier # 48HCLA04A2A5-0A0A0) or County Approved Equal. Title 24 Compliant	EA	1	\$	\$
2	Remove, Dispose and Replace 4 Ton HVAC unit (Carrier Model # 48HCLA05A2A5-0A0A0) or County Approved Equal. Title 24 Compliant	EA	3	\$	\$
3	Remove, Dispose and Replace 5 Ton HVAC unit (Carrier Model # 48HCLA06A2A5-0A0A0) or County Approved Equal. Title 24 Compliant	EA	1	\$	\$
4	MicroMetl Economizer # ECD-SRT12CA-D2DH or County Approved Equal Title 24 Compliant	EA	5	\$	\$
TOTAL BID AMOUNT:					\$

TOTAL BID AMOUNT (IN NUMBERS) _____

TOTAL BID AMOUNT (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, 2015.

The Notice Inviting Bids, this Bid Proposal Form and all attachments, including but not limited to the Special Provisions, and the Agreement for the INYO COUNTY JAIL HVAC REPLACEMENT PROJECT, County Standard Contract, and any documents incorporated therein, as well as all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department dated October 2015, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors or its designee. All contract documents are incorporated herein by this reference and made a part hereof with like force and effect as if all documents were fully set forth herein.

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 informalities 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. POINT OF SALE. Point of sale is the County of Inyo. **[Please do not modify to reflect point of sale as any other location other than the County of Inyo.]**

7. 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.

8. **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.

9. **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 ventures, 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.

10. 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.

11. BID PROTEST. Dispute Relating to Proposal Process and Award

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

- 1. Appeal must be in writing.
- 2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Kevin Carunchio, 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.

12. 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 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

13. 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 March, 1997.

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
INYO COUNTY JAIL HVAC REPLACEMENT 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,

(Name of Bidder)

as Principal, and _____
(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 **INYO COUNTY JAIL HVAC REPLACEMENT PROJECT**, in compliance with the Contract therefore:

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 there for 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 Material 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, except as provided by law.

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**

INYO COUNTY JAIL HVAC REPLACEMENT 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) : _____

INYO COUNTY JAIL HVAC REPLACEMENT 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 11135-11139.5)

INYO COUNTY JAIL HVAC REPLACEMENT 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, gender, 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 gender. 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, Sections 7285.0 et seq.**), 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 _____

CONTRACTORS LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

INYO COUNTY JAIL HVAC REPLACEMENT PROJECT

I am aware of the provisions of Sections 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)

INYO COUNTY JAIL HVAC REPLACEMENT 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

INYO COUNTY JAIL HVAC REPLACEMENT 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.

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

INYO COUNTY JAIL HVAC REPLACEMENT 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 an 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 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 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 being 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: Inyo County Jail HVAC Replacement Project		BUSINESS ADDRESS		CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		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 REPRESENTATIVE'S 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

Inyo County Jail HVAC Replacement Project, Independence CA
 Small Business Enterprises Commitment

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, both 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 from 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. Any changes to SBE certification must also be submitted on the *SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION STATUS CHANGE FORM*

CONTRACT AND BOND FORMS

FOR

**INYO COUNTY JAIL
HVAC REPLACEMENT PROJECT
Independence, CA**

ENCLOSURES:

Contract

Attachment 1 - Faithful Performance Bond

Attachment 2 - Labor and Material Payment Bond

Attachment 3 - Claims

**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 listed on Exhibit "_____" 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. 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)].

10. 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.

11. **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.

12. **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 submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

13. **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.

14. **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: Ashley Helms
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

15. **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.

16. **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.

17. **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.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

19. **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.

20. **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.

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

22. **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.

23. **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.

---o0o---

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 _____

_____ as Principal, hereinafter "Contractor,"
(Name of 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.

---o0o---

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**

CLAIMS RESOLUTION

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.

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

EXHIBIT A
SPECIAL PROVISIONS
APPROVAL

INYO COUNTY JAIL
HVAC REPLACEMENT PROJECT,
INDEPENDENCE, 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.**



Clint Quilter, R.C.E. 57570
Director of Public Works

10/4/17
Specifications Approval Date

EXHIBIT A
SPECIAL PROVISIONS
INYO COUNTY JAIL
HVAC REPLACEMENT PROJECT

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INYO COUNTY PUBLIC WORKS DEPARTMENT

INYO COUNTY JAIL HVAC REPLACEMENT PROJECT INDEPENDENCE, CA EXHIBIT A SPECIAL PROVISIONS

INTRODUCTION / GENERAL:

The HVAC REPLACEMENT PROJECT AT INYO COUNTY JAIL (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 Oct., 2015 (Standard Specifications at <http://www.inyocounty.us/PublicWorks/Documents/StandardSpecs.pdf>). 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 and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) 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:

The project consists of the removal and disposal of five (5) existing roof mounted HVAC units and the procurement and installation of five (5) new roof mounted HVAC units at the existing Inyo County Jail Building, Independence, California. The work also includes all required electrical connections and installation of all other associated work, for a finished and completely operational building HVAC system. Owner to supply Control Technician. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

SECTION 3-1.04 - AWARD OF CONTRACT OR REJECTION OF BIDS

the Standard Specifications shall be amended to read:

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 32.1, Contract Execution Requirements, of the Standard Specifications.

SECTION 3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

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 Contracting 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.

SECTION 7, "INSURANCE, DEFENSE, AND INDEMNIFICATION," is amended to read as follows:

7.1 INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidders' attention is directed to the insurance requirements designated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract and its bidder's security may be forfeited.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be considered as included in the Contractor's submitted bid price.

7.2 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office Form CG 00 01. To include property damage, products and completed operations, and personal bodily injury coverages.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) for bodily injury (including death) and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance.

4. Builder's Risk (Course of Construction) Insurance: Covering all risks of loss less policy exclusions, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described in Section 713, below.

7.3 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits of no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

7.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment or losses and related investigations, claims administration, and defense expenses.

7.5 OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 38 04 13).

Primary Coverage

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. Endorsement ISO Form CG 20 01 Required.

Notice of Cancellation

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

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

7.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the County.

7.7 VERIFICATION OF COVERAGE

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.8 SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

7.9 BUILDER'S RISK (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County of Inyo as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or

adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the County's site.

7.10 DEFENSE AND 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.

7.11 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.

7.12 WAIVER OF SUBROGATION

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

7.13 SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithfull Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).

SECTION 8-1.02C – BASELINE SCHEDULE - TIME OF COMPLETION

The Contractor shall complete all designated portions of the work required under the Contract no later than sixty (60) 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
Inyo County Jail HVAC Replacement Project, Independence CA
Special Provisions

Documents within the time period specified shall constitute a material breach of this Contract entitling the Owner to terminate the Contract unless the Contractor applies for, and receives, an extension of time.

SECTION 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 amount of \$500.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified herein.

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

HVAC UNIT REQUIREMENTS

PART 1 GENERAL

This section contains the specification for the complete installation of five (5) fully functional self contained HVAC units with economizers on the Inyo County Jail Building, located in Independence CA. The installation will include all necessary components as described in this specification. Owner to supply Control Technician.

The installation shall be in conformance with NEC (National Electric Code), California Electric and Building Code, ACCA (Air Conditioning Contractors of America) Standard 5 and other generally accepted standards for the installation of similar systems. The contractor shall be fully licensed under State of California C-20 contractor requirements, including a current US EPA refrigerant certification.

PART 2 PRODUCTS

The material list contained below shall not be considered as a list of ALL materials necessary to complete the installation. The material schedule contains the major components necessary to install a functional system. It does not include such items as conduit, wire connectors, couplings, fittings and other similar standard components. The Contractor shall provide the following components or pre-approved equal. The Contractor shall also supply all other components necessary for the installation of a fully functional Air Conditioning system.

2.1 MATERIAL SCHEDULE

2.2 SUBMITTALS

- A. Refer to Inyo County Section 1300, SS - Submittals.
- B. Material Submittal:
 - 1. Submit list of products and the manufacturers cut sheets for review and

COMPONENT	MANUFACTURER	MANUFACTURERS PART NUMBER	NUMBER REQUIRED
3 Ton HVAC Unit	Carrier	48HCLA04A2A5-0A0A0	1
4 Ton HVAC Unit	Carrier	48HCLA05A2A5-0A0A0	3
5 Ton HVAC Unit	Carrier	48HCLA06A2A5-0A0A0	1
Economizers for all 5 units	MicroMetl	ECD-SRT12CA-D2DH	5

approval to the County Engineer ten (10) calendar days prior to start of work.

PART 3 MEASUREMENT AND PAYMENT

HVAC system installation: Includes the installation of five (5) complete and functional self contained HVAC units at the Inyo County Jail Building located in Independence, California. No additional payment shall be made; full payment shall be included in the total of all unit prices bid.

PART 4 EXECUTION

The installation shall be in conformance with existing codes and standards.

Gas Heat/Electric Cooling Packaged Rooftop

HVAC Guide Specifications

3 Ton Unit (Model Number: 48HCLA04A2A5-0A0A0)

4 Ton Unit (Model Number: 48HCLA05A2A5-0A0A0)

5 Ton Unit (Model Number: 48HCLA06A2A5-0A0A0)

23 06 80 Schedules for Decentralized HVAC Equipment

23 06 80.13 Decentralized Unitary HVAC Equipment Schedule

23 06 80.13.A. Rooftop unit schedule

1. Schedule is per the project specification requirements.

23 07 16 HVAC Equipment Insulation

23 07 16.13 Decentralized, Rooftop Units:

23 07 16.13.A. Evaporator fan compartment:

1. Interior cabinet surfaces shall be insulated with a minimum 1/2-in. thick, minimum 1 1/2 lb density, flexible fiberglass insulation bonded with a phenolic binder, neoprene coated on the air side.
2. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.
3. Unit internal insulation linings shall be resistant to mold growth in accordance with "mold growth and humidity" test in ASTM C1338, G21, and UL 181 or comparable test method. Air stream surfaces shall be evaluated in accordance with the "Erosion Test" in UL 181, as part of ASTM C1071.

23 07 16.13.B. Gas heat compartment:

1. Aluminum foil-faced fiberglass insulation shall be used.
2. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.

23 09 13 Instrumentation and Control Devices for HVAC

23 09 13.23 Sensors and Transmitters

23 09 13.23.A. Thermostats

1. Thermostat must
 - a. energize both "W" and "G" when calling for heat.
 - b. have capability to energize 2 different stages of cooling, and 2 different stages of heating.
 - c. include capability for occupancy scheduling.

23 09 23 Direct-digital Control system for HVAC

23 09 23.13 Decentralized, Rooftop Units:

23 09 23.13.A. PremierLink™ controller

1. Shall be ASHRAE 62 compliant.
2. Shall accept 18-32 VAC input power.
3. Shall have an operating temperature range from -40°F (-40°C) to 158°F (70°C), 10% - 95% RH (non-condensing).
4. Shall include an integrated economizer controller to support an economizer with 4 to 20 mA actuator input and no microprocessor controller.
5. Controller shall accept the following inputs: space temperature, setpoint adjustment, outdoor air temperature, indoor air quality, outdoor air quality, indoor relative humidity, compressor lock-out, fire shutdown, enthalpy, fan status, remote time clock/door switch.
6. Shall accept a CO₂ sensor in the conditioned space, and be Demand Controlled Ventilation (DCV) ready.
7. Shall provide the following outputs: economizer, fan, cooling stage 1, cooling stage 2, heat stage 1, heat stage 2, heat stage 3/ exhaust/ reversing valve/ dehumidify/ occupied.
8. Unit shall provide surge protection for the controller through a circuit breaker.

9. Shall be Internet capable, and communicate at a Baud rate of 38.4K or faster.
10. Shall have an LED display independently showing the status of activity on the communication bus, and processor operation.
11. Shall include an EIA-485 protocol communication port, an access port for connection of either a computer or a Carrier technician tool, an EIA-485 port for network communication to intelligent space sensors and displays, and a port to connect an optional LonWorks* plug-in communications card.
12. Shall have built-in Carrier Comfort Network[®] (CCN) protocol, and be compatible with other CCN devices, including ComfortLink and ComfortVIEW[™] controllers.
13. Shall have built-in support for Carrier technician tool.
14. Software upgrades will be accomplished by local download. Software upgrades through chip replacements are not allowed.
15. Shall be shock resistant in all planes to 5G peak, 11ms during operation, and 100G peak, 11ms during storage.
16. Shall be vibration resistant in all planes to 1.5G at 20-300 Hz.
17. Shall support a bus length of 4000 ft (1219m) max, 60 devices per 1000 ft (305m) section, and 1 RS-485 repeater per 1000 ft (305m) sections.

* LonWorks is a registered trademark of Echelon Corporation.

23 09 23.13.B. RTU Open - multi-protocol, direct digital controller:

1. Shall be ASHRAE 62 compliant.
2. Shall accept 18-30VAC, 50-60Hz, and consumer 15VA or less power.
3. Shall have an operating temperature range from -40°F (-40°C) to 130°F (54°C), 10% - 90% RH (non-condensing).
4. Shall include built-in protocol for BACnet[†] (MS/TP and PTP modes), Modbus** (RTU and ASCII), Johnson N2 and LonWorks. LonWorks Echelon processor required for all Lon applications shall be contained in separate communication board.
5. Shall allow access of up to 62 network variables (SNVT). Shall be compatible with all open controllers
6. Baud rate Controller shall be selectable using a dipswitch.
7. Shall have an LED display independently showing the status of serial communication, running, errors, power, all digital outputs, and all analog inputs.
8. Shall accept the following inputs: space temperature, setpoint adjustment, outdoor air temperature, indoor air quality, outdoor air quality, compressor lock-out, fire shutdown, enthalpy switch, and fan status/filter status/humidity/ remote occupancy.
9. Shall provide the following outputs: economizer, fan, cooling stage 1, cooling stage 2, heat stage 1, heat stage 2, heat stage 3/ exhaust/ reversing valve.
10. Shall have built-in surge protection circuitry through solid state polyswitches. Polyswitches shall be used on incoming power and network connections. Polyswitches will return to normal when the "trip" condition clears.
11. Shall have a battery back-up capable of a minimum of 10,000 hours of data and time clock retention during power outages.
12. Shall have built-in support for Carrier technician tool.
13. Shall include an EIA-485 protocol communication port, an access port for connection of either a computer or a Carrier technician tool, an EIA-485 port for network communication to intelligent space sensors and displays, and a port to connect an optional LonWorks communications card.
14. Software upgrades will be accomplished by either local or remote download. No software upgrades through chip replacements are allowed.

23 09 23.13.C. ComfortLink Unit Controls shall contain:

[†] BACnet is a registered trademark of ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers).

** Modbus is a registered trademark of Schneider Electric.

1. Four button detailed English scrolling marquee display.
2. CCN (Carrier Comfort Network) capable.
3. Unit control with standard suction pressure transducers and condensing temperature thermistors.
4. Shall provide a 5°F temperature difference between cooling and heating set points to meet ASHRAE 90.1-2013 Energy Standard.
5. Shall provide and display a current alarm list and an alarm history list.
6. Service run test capability.
7. Shall accept input from a CO₂ sensor (both indoor and outdoor).
8. Configurable alarm light shall be provided which activates when certain types of alarms occur.
9. Compressor minimum run time (3 minutes) and minimum off time (5 minutes) are provided.
10. Service diagnostic mode.
11. Economizer control (optional).
 12. Control multiple capacity stages
13. Unit shall be complete with self-contained low voltage control circuit.
14. Unit shall have 0°F low ambient cooling operation.

23 09 33 Electric and Electronic Control System for HVAC

23 09 33.13 Decentralized, Rooftop Units:

23 09 33.13.A. General:

1. Shall be complete with self-contained low-voltage control circuit protected by a resettable circuit breaker on the 24-v transformer side. Transformer shall have 75VA capability.
2. Shall utilize color-coded wiring.
3. Shall include a central control terminal board to conveniently and safely provide connection points for vital control functions such as: smoke detectors, phase monitor, gas controller, economizer, thermostat, DDC control options, and low and high pressure switches.
4. The heat exchanger shall be controlled by an integrated gas controller (IGC) microprocessor. See heat exchanger section of this specification.
5. Unit shall include a minimum of one 8-pin screw terminal connection board for connection of control wiring. 23 09

33.13.B. Safeties:

1. Compressor over-temperature, over-current. High internal pressure differential.
2. Low-pressure switch.
 - a. Units with 2 compressors shall have different sized connectors for the circuit 1 and circuit 2 low and high pressure switches. They shall physically prevent the cross-wiring of the safety switches between circuits 1 and 2.
 - b. Low-pressure switch shall use different color wire than the high pressure switch. The purpose is to assist the installer and service technician to correctly wire and or troubleshoot the rooftop unit.
3. High-pressure switch.
 - a. Units with 2 compressors shall have different sized connectors for the circuit 1 and circuit 2 low and high pressure switches. They shall physically prevent the cross-wiring of the safety switches between circuits 1 and 2.
 - b. High-pressure switch shall use different color wire than the low pressure switch. The purpose is to assist the installer and service technician to correctly wire and or troubleshoot the rooftop unit.
4. Automatic reset, motor thermal overload protector.
5. Heating section shall be provided with the following minimum protections:
 - a. High-temperature limit switches.
 - b. Induced draft motor speed sensor.
 - c. Flame rollout switch.
 - d. Flame proving controls.

23 09 93 Sequence of Operations for HVAC Controls

23 09 93.13 Decentralized, Rooftop Units:

23 09 93.13.A. INSERT SEQUENCE OF OPERATION

23 40 13 Panel Air Filters

23 40 13.13 Decentralized, Rooftop Units:

23 40 13.13.A. Standard filter section

1. Shall consist of factory-installed, low velocity, disposable 2-in. thick fiberglass filters of commercially available sizes.
2. Unit shall use only one filter size. Multiple sizes are not acceptable.
3. Filters shall be accessible through an access panel with “no-tool” removal as described in the unit cabinet section of this specification (23 81 19.13.H).

23 81 19 Self-Contained Air Conditioners

23 81 19.13 Small-Capacity Self-Contained Air Conditioners (48HC**04-14)

23 81 19.13.A. General

1. Outdoor, rooftop mounted, electrically controlled, heating and cooling unit utilizing a fully hermetic scroll compressor(s) for cooling duty and gas combustion for heating duty.
2. Factory assembled, single-piece heating and cooling rooftop unit. Contained within the unit enclosure shall be all factory wiring, piping, controls, and special features required prior to field start-up.
3. Unit shall use Puron® refrigerant.
4. Unit shall be installed in accordance with the manufacturer’s instructions.
5. Unit must be selected and installed in compliance with local, state, and federal codes. 23 81

19.13.B. Quality Assurance

1. Unit meets ASHRAE 90.1-2013 minimum efficiency requirements.
2. 3-phase units are Energy Star certified.
3. Unit shall be rated in accordance with AHRI Standards 210/240 and 340/360.
4. Unit shall be designed to conform to ASHRAE 15.
5. Unit shall be UL-tested and certified in accordance with ANSI Z21.47 Standards and UL or ETL-listed and certified under Canadian standards as a total package for safety requirements.
6. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.
7. Unit internal insulation linings shall be resistant to mold growth in accordance with “mold growth and humidity” test in ASTM C1338, G21, and UL 181 or comparable test method. Air stream surfaces shall be evaluated in accordance with the “Erosion Test” in UL 181, as part of ASTM C1071.
8. Unit casing shall be capable of withstanding 500-hour salt spray exposure per ASTM B117 (scribed specimen).
9. Roof curb shall be designed to conform to NRCA Standards.
10. Unit shall be subjected to a completely automated run test on the assembly line. The data for each unit will be stored at the factory, and must be available upon request.
11. Unit shall be designed in accordance with UL Standard 1995, including tested to withstand rain.
12. Unit shall be constructed to prevent intrusion of snow and tested to prevent snow intrusion into the control box up to 40 mph.
13. Unit shake tested to assurance level 1, ASTM D4169 to ensure shipping reliability.
14. High Efficient Motors listed shall meet section 313 of the Energy Independence and Security Act of 2007 (EISA 2007).

23 81 19.13.C. Delivery, Storage, and Handling

1. Unit shall be stored and handled per manufacturer’s recommendations.
2. Lifted by crane requires either shipping top panel or spreader bars.
3. Unit shall only be stored or positioned in the upright position. 23 81

19.13.E. Project Conditions

1. As specified in the contract.

23 81 19.13.F. Operating Characteristics

1. Unit shall be capable of starting and running at 125°F (52°C) ambient outdoor temperature, meeting maximum load criteria of AHRI Standard 210/240 or 340/360 at ± 10% voltage.
2. Compressor with standard controls shall be capable of operation down to 35°F (2°C), ambient outdoor temperatures. Accessory low ambient kits shall be available if operation below 35°F (2°C), is required. See below for head pressure control package or winter start kit.
3. Unit shall discharge supply air vertically or horizontally as shown on contract drawings.
4. Unit shall be factory configured for vertical supply and return configurations.

5. Unit shall be field convertible from vertical to horizontal airflow on all models. No special kit required on 04- 12 models. Supply duct kit required for 14 size model only.
 6. Unit shall be capable of mixed operation: vertical supply with horizontal return or horizontal supply with vertical return.
- 23 81 19.13.G. Electrical Requirements
1. Main power supply voltage, phase, and frequency must match those required by the manufacturer.
 2. Control Panel SCCR (short circuit current rating): 5kA RMS at Rated Symmetrical Voltage 23 81
- 19.13.H. Unit Cabinet
1. Unit cabinet shall be constructed of galvanized steel, and shall be bonderized and coated with a pre-painted baked enamel finish on all externally exposed surfaces.
 2. Unit cabinet exterior paint shall be: film thickness, (dry) 0.003 inches minimum, gloss (per ASTM D523, 60°F / 16°C): 60, Hardness: H-2H Pencil hardness.
 3. Evaporator fan compartment interior cabinet insulation shall conform to AHRI Standards 210/240 or 340/360 minimum exterior sweat criteria. Interior surfaces shall be insulated with a minimum 1/2- in. thick, 1 lb density, flexible fiberglass insulation, neoprene coated on the air side. Aluminum foil- faced fiberglass insulation shall be used in the gas heat compartment.
 4. Unit internal insulation linings shall be resistant to mold growth in accordance with "mold growth and humidity" test in ASTM C1338, G21, and UL 181 or comparable test method. Air stream surfaces shall be evaluated in accordance with the "Erosion Test" in UL 181, as part of ASTM C1071.
 5. Base of unit shall have a minimum of four locations for thru-the-base gas and electrical connections (factory-installed or field-installed), standard.
 6. Base Rail
 - a. Unit shall have base rails on a minimum of 3 sides.
 - b. Holes shall be provided in the base rails for rigging shackles to facilitate maneuvering and overhead rigging.
 - c. Holes shall be provided in the base rail for moving the rooftop by fork truck.
 - d. Base rail shall be a minimum of 16 gauge thickness.
 7. Condensate pan and connections:
 - a. Shall be an internally sloped condensate drain pan made of a non-corrosive material.
 - b. Shall comply with ASHRAE Standard 62.
 - c. Shall use a 3/4- in - 14 NPT drain connection, possible either through the bottom or side of the drain pan. Connection shall be made per manufacturer's recommendations.
 8. Top panel:
 - a. Shall be a single piece top panel on 04 thru 12 sizes, two piece on 14 size.
 9. Gas Connections:
 - a. All gas piping connecting to unit gas valve shall enter the unit cabinet at a single location on side of unit (horizontal plane).
 - b. Thru-the-base capability
 - (1.) Standard unit shall have a thru-the-base gas-line location using a raised, embossed portion of the unit basepan.
 - (2.) Optional, factory- approved, water-tight connection method must be used for thru-the-base gas connections.
 - (3.) No basepan penetration, other than those authorized by the manufacturer, is permitted.
 10. Electrical Connections
 - a. All unit power wiring shall enter unit cabinet at a single, factory-prepared, knockout location.
 - b. Thru-the-base capability.
 - (1.) Standard unit shall have a thru-the-base electrical location (s) using a raised, embossed portion of the unit basepan.
 - (2.) Optional, factory- approved, water-tight connection method must be used for thru-the-base electrical connections.
 - (3.) No basepan penetration, other than those authorized by the manufacturer, is permitted.
 11. Component access panels (standard)
 - a. Cabinet panels shall be easily removable for servicing.
 - b. Unit shall have one factory-installed, tool-less, removable, filter access panel.
 - c. Panels covering control box, indoor fan, indoor fan motor, gas components (where applicable), and compressors shall have a

molded composite handles.

- d. Handles shall be UV modified, composite. They shall be permanently attached, and recessed into the panel.
- e. Screws on the vertical portion of all removable access panel shall engage into heat resistant, molded composite collars.
- f. Collars shall be removable and easily replaceable using manufacturer recommended parts.

23 81 19.13.I. Gas Heat

1. General

- a. Heat exchanger shall be an induced draft design. Positive pressure heat exchanger designs shall not be allowed.
- b. Shall incorporate a direct-spark ignition system and redundant main gas valve.
- c. Gas supply pressure at the inlet to the rooftop unit gas valve must match that required by the manufacturer.

2. The heat exchanger shall be controlled by an integrated gas controller (IGC) microprocessor.

- a. IGC board shall notify users of fault using an LED (light-emitting diode).
- b. The LED shall be visible without removing the control box access panel.
- c. IGC board shall contain algorithms that modify evaporator- fan operation to prevent future cycling on high temperature limit switch.
- d. Unit shall be equipped with anti-cycle protection with one short cycle on unit flame rollout switch or 4 continuous short cycles on the high temperature limit switch. Fault indication shall be made using an LED.

3. Standard Heat Exchanger construction

- a. Heat exchanger shall be of the tubular-section type constructed of a minimum of 20-gauge steel coated with a nominal 1.2 mil aluminum-silicone alloy for corrosion resistance.
- b. Burners shall be of the in-shot type constructed of aluminum-coated steel.
- c. Burners shall incorporate orifices for rated heat output up to 2000 ft (610m) elevation. Additional accessory kits may be required for applications above 2000 ft (610m) elevation, depending on local gas supply conditions.
- d. Each heat exchanger tube shall contain multiple dimples for increased heating effectiveness.

4. Optional Stainless Steel Heat Exchanger construction

- a. Use energy saving, direct-spark ignition system.
- b. Use a redundant main gas valve.
- c. Burners shall be of the in-shot type constructed of aluminum-coated steel.
- d. All gas piping shall enter the unit cabinet at a single location on side of unit (horizontal plane).
- e. The optional stainless steel heat exchanger shall be of the tubular-section type, constructed of a minimum of 20-gauge type 409 stainless steel.
- f. Type 409 stainless steel shall be used in heat exchanger tubes and vestibule plate.
- g. Complete stainless steel heat exchanger allows for greater application flexibility.

5. Optional Low NO_x Heat Exchanger construction

- a. Low NO_x reduction shall be provided to reduce nitrous oxide emissions to meet California's Air Quality Management District (SCAQMD) low-NO_x emissions requirement of 40 nanograms per joule or less.
- b. Primary tubes and vestibule plates on low NO_x units shall be 409 stainless steel. Other components shall be aluminized steel.

6. Induced draft combustion motor and blower

- a. Shall be a direct-drive, single inlet, forward-curved centrifugal type.
- b. Shall be made from steel with a corrosion-resistant finish.
- c. Shall have permanently lubricated sealed bearings.
- d. Shall have inherent thermal overload protection.
- e. Shall have an automatic reset feature. 23 81

19.13.J. Coils

1. Standard Aluminum Fin/Copper Tube Coils:

- a. Standard evaporator and condenser coils shall have aluminum lanced plate fins mechanically bonded to seamless internally grooved copper tubes with all joints brazed.
- b. Evaporator coils shall be leak tested to 150 psig, pressure tested to 450 psig, and qualified to UL 1995 burst test at 1775 psig.
- c. Condenser coils shall be leak tested to 150 psig, pressure tested to 650 psig, and qualified to UL 1995 burst test at 1980

psig.

2. Optional Pre-coated aluminum-fin condenser coils (3-phase models only):
 - a. Shall have a durable epoxy-phenolic coating to provide protection in mildly corrosive coastal environments.
 - b. Coating shall be applied to the aluminum fin stock prior to the fin stamping process to create an inert barrier between the aluminum fin and copper tube.
 - c. Epoxy-phenolic barrier shall minimize galvanic action between dissimilar metals.
 - d. Corrosion durability of fin stock shall be confirmed through testing to be no less than 6000 hours salt spray per ASTM B117-90.
 - e. Corrosion durability of fin stock shall be confirmed through testing to have no visible corrosion after 48 hour immersion in a room temperature solution of 5% salt, 1% acetic acid.
 - f. Fin stock coating shall pass 2000 hours of the following: one week exposure in the prohesion chamber followed by one week of accelerated ultraviolet light testing. Prohesion chamber: the solution shall contain 3.5% sodium chloride and 0.35% ammonium sulfate. The exposure cycle is one hour of salt fog application at ambient followed by one hour drying at 95°F (35°C).
 3. Optional Copper-fin evaporator and condenser coils (3-phase models only):
 - a. Shall be constructed of copper fins mechanically bonded to copper tubes and copper tube sheets.
 - b. Galvanized steel tube sheets shall not be acceptable.
 - c. A polymer strip shall prevent coil assembly from contacting the sheet metal coil pan to minimize potential for galvanic corrosion between coil and pan.
 4. Optional E-coated aluminum-fin evaporator and condenser coils (3-phase models only):
 - a. Shall have a flexible epoxy polymer coating uniformly applied to all coil surface areas without material bridging between fins.
 - b. Coating process shall ensure complete coil encapsulation of tubes, fins and headers.
 - c. Color shall be high gloss black with gloss per ASTM D523-89.
 - d. Uniform dry film thickness from 0.8 to 1.2 mil on all surface areas including fin edges.
 - e. Superior hardness characteristics of 2H per ASTM D3363-92A and cross-hatch adhesion of 4B-5B per ASTM D3359-93.
 - f. Impact resistance shall be up to 160 in.-lb (ASTM D2794-93).
 - g. Humidity and water immersion resistance shall be up to minimum 1000 and 250 hours respectively (ASTM D2247-92 and ASTM D870-92).
 - h. Corrosion durability shall be confirmed through testing to be no less than 6000 hours salt spray per ASTM B117-90.
 5. Optional E-coated aluminum-fin, aluminum tube condenser coils:
 - a. Shall have a flexible epoxy polymer coating uniformly applied to all coil external surface areas without material bridging between fins or louvers.
 - b. Coating process shall ensure complete coil encapsulation, including all exposed fin edges.
 - c. E-coat thickness of 0.8 to 1.2 mil with top coat having a uniform dry film thickness from 1.0 to 2.0 mil on all external coil surface areas, including fin edges, shall be provided.
 - d. Shall have superior hardness characteristics of 2H per ASTM D3363-00 and cross-hatch adhesion of 4B-5B per ASTM D3359-02.
 - e. Shall have superior impact resistance with no cracking, chipping or peeling per NSF/ANSI 51-2002 Method 10.2.
- 23 81 19.13.K. Refrigerant Components
1. Refrigerant circuit shall include the following control, safety, and maintenance features:
 - a. Thermostatic Expansion Valve (TXV) shall help provide optimum performance across the entire operating range. Shall contain removable power element to allow change out of power element and bulb without removing the valve body.
 - b. Refrigerant filter drier - Solid core design.
 - c. Service gauge connections on suction and discharge lines.
 - d. Pressure gauge access through a specially designed access port in the top panel of the unit.
 2. There shall be gauge line access port in the skin of the rooftop, covered by a black, removable plug.
 - a. The plug shall be easy to remove and replace.
 - b. When the plug is removed, the gauge access port shall enable maintenance personnel to route their pressure gauge lines.

- c. This gauge access port shall facilitate correct and accurate condenser pressure readings by enabling the reading with the compressor access panel on.
 - d. The plug shall be made of a leak proof, UV-resistant, composite material.
3. Compressors
- a. Unit shall use fully hermetic, scroll compressor for each independent refrigeration circuit.
 - b. Models shall be available with single compressor/single stage cooling designs on 04 – 07 sizes models, single compressor/2-stage cooling on 07 size, and 2 compressor/2-stage cooling models on 08 – 14 sizes.
 - c. Compressor motors shall be cooled by refrigerant gas passing through motor windings.
 - d. Compressors shall be internally protected from high discharge temperature conditions.
 - e. Compressors shall be protected from an over-temperature and over-ampereage conditions by an internal, motor overload device.
 - f. Compressor shall be factory mounted on rubber grommets.
 - g. Compressor motors shall have internal line break thermal, current overload and high pressure differential protection.
 - h. Crankcase heaters shall not be required for normal operating range, unless provided by the factory. 23 81
- 19.13.L. Filter Section
- 1. Filters access is specified in the unit cabinet section of this specification.
 - 2. Filters shall be held in place by a pivoting filter tray, facilitating easy removal and installation.
 - 3. Shall consist of factory-installed, low velocity, throw-away 2-in. thick fiberglass filters.
 - 4. Filters shall be standard, commercially available sizes.
 - 5. Only one size filter per unit is allowed.
- 23 81 19.13.M. Evaporator Fan and Motor
- 1. Evaporator fan motor:
 - a. Shall have permanently lubricated bearings.
 - b. Shall have inherent automatic-reset thermal overload protection or circuit breaker.
 - c. Shall have a maximum continuous bhp rating for continuous duty operation; no safety factors above that rating shall be required.
 - 2. Electric Drive (Direct Drive) X13 – 5 Speed/Torque Evaporator Fan:
 - a. Multi-speed motor with easy quick adjustment settings.
 - b. Blower fan shall be double-inlet type with forward-curved blades.
 - c. Shall be constructed from steel with a corrosion resistant finish and dynamically balanced.
 - d. Standard on all 04-06 models with 208/230/1/60 operation without Humidi-MiZer
 - e. Standard on all 04-06 3-phase models without Humidi-MiZer[®], with optional belt drive.
 - 3. Belt-driven Evaporator Fan:
 - a. Belt drive shall include an adjustable-pitch motor pulley.
 - b. Shall use sealed, permanently lubricated ball-bearing type.
 - c. Blower fan shall be double-inlet type with forward-curved blades.
 - d. Shall be constructed from steel with a corrosion resistant finish and dynamically balanced.
 - e. Standard on all 07-14 size and 04-06 with Humidi-MiZer models. Optional on all 04-06 3-phase models. 23 81
- 19.13.N. Condenser Fans and Motors
- 1. Condenser fan motors:
 - a. Shall be a totally enclosed motor.
 - b. Shall use permanently lubricated bearings.
 - c. Shall have inherent thermal overload protection with an automatic reset feature.
 - d. Shall use a shaft-down design on 04 to 12 models and shaft-up on 14 size with rain shield.
 - 2. Condenser Fans:
 - a. Shall be a direct-driven propeller type fan.
 - b. Shall have galvalum blades riveted to corrosion-resistant steel spiders and shall be dynamically balanced. 23 81
- 19.13.O. Special Features Options and Accessories
- 1. Staged Air Volume System (SAV™) for 2-stage cooling models only:

- a. Evaporator fan motor:
 - (1.) Shall have permanently lubricated bearings.
 - (2.) Shall have a maximum continuous bhp rating for continuous duty operation; no safety factors above that rating.
 - (3.) Shall be Variable Frequency duty and 2-speed control.
 - (4.) Shall contain motor shaft grounding ring to prevent electrical bearing fluting damage by safely diverting harmful shaft voltages and bearing currents to ground.
- 2. Variable Frequency Drive (VFD). Only available on 2-speed indoor fan motor option (SAV):
 - a. Factory-supplied VFDs qualify, through ABB for a 24-month warranty from date of commissioning or 30 months from date of sale, whichever occurs first.
 - b. Shall be installed inside the unit cabinet, mounted, wired and tested.
 - c. Shall contain Electromagnetic Interference (EMI) frequency protection.
 - d. Insulated Gate Bi-Polar Transistors (IGBT) used to produce the output pulse width modulated (PWM) waveform, allowing for quiet motor operation.
 - e. Self diagnostics with fault and power code LED indicator. Field accessory Display Kit available for further diagnostics and special setup applications.
 - f. RS485 capability standard.
 - g. Electronic thermal overload protection.
 - h. 5% swinging chokes for harmonic reduction and improved power factor.
 - i. All printed circuit boards shall be conformal coated.
- 3. Integrated EconoMi\$er IV, EconoMi\$er2, and EconoMi\$er X standard leak rate models. (Factory-installed on 3 phase models only. Field-installed on all 3 and 1 phase models)
 - a. Integrated, gear driven opposing modulating blade design type capable of simultaneous economizer and compressor operation.
- b. Independent modules for vertical or horizontal return configuration shall be available. Vertical return modules shall be available as a factory-installed option.
- c. Damper blades shall be galvanized steel with composite gears. Plastic or composite blades on intake or return shall not be acceptable.
- d. Shall include all hardware and controls to provide free cooling with outdoor air when temperature and/or humidity are below setpoints.
- e. Shall be equipped with gear driven dampers for both the outdoor ventilation air and the return air for positive air stream control.
- f. Standard leak rate shall be equipped with dampers not to exceed 2% leakage at 1 in. wg pressure differential.
- g. Economizer controller on EconoMi\$er IV models shall be the Honeywell W7212 that provides:
 - (1.) Combined minimum and DCV maximum damper position potentiometers with compressor staging relay.
 - (2.) Functions with solid state analog enthalpy or dry bulb changeover control sensing.
 - (3.) Contain LED indicates for: when free cooling is available, when module is in DCV mode, when exhaust fan contact is closed.
- h. Economizer controller on EconoMi\$er X models shall be the Honeywell W7220 that provides:
 - (1.) 2-line LCD interface screen for setup, configuration and troubleshooting
 - (2.) On-board Fault Detection and Diagnostics (FDD) that senses and alerts when the economizer is not operating properly, per California Title 24.
 - (3.) Sensor failure loss of communication identification
 - (4.) Automatic sensor detection
 - (5.) Capabilities for use with multiple-speed indoor fan systems
 - (6.) Utilize digital sensors: Dry bulb and Enthalpy
- i. Economizer controller on EconoMi\$er 2 models with PremierLink™ controller shall be 4-20mA design and controlled by the PremierLink controller. PremierLink does not comply with California Title 24 Fault Detection and Diagnostic (FDD) requirements.
- j. Economizer controller on EconoMi\$er 2 models with RTU Open controls shall be a 4-20mA design controlled directly by the RTU Open controller. RTU Open controller meets California Title 24 Fault Detection and Diagnostic (FDD) requirements.

- k. Economizer controller on EconoMiSer 2 models with ComfortLink controls shall be controlled directly by the ComfortLink controller. ComfortLink controller meets California Title 24 Fault Detection and Diagnostic (FDD) requirements.
 - l. Shall be capable of introducing up to 100% outdoor air.
 - m. Shall be equipped with a barometric relief damper capable of relieving up to 100% return air and contain seals that meet ASHRAE 90.1-2013 requirements.
 - n. Shall be designed to close damper(s) during loss-of-power situations with spring return built into motor.
 - o. Dry bulb outdoor air temperature sensor shall be provided as standard. Enthalpy sensor is also available on factory-installed economizers only. Outdoor air sensor setpoint shall be adjustable and shall range from 40 to 100° F (4 to 38° C). Additional sensor options shall be available as accessories.
 - p. The economizer controller shall also provide control of an accessory power exhaust unit function. Factory set at 100%, with a range of 0% to 100%.
 - q. The economizer shall maintain minimum airflow into the building during occupied period and provide design ventilation rate for full occupancy.
 - r. Dampers shall be completely closed when the unit is in the unoccupied mode.
 - s. Economizer controller shall accept a 2-10 Vdc CO₂ sensor input for IAQ/DCV control. In this mode, dampers shall modulate the outdoor air damper to provide ventilation based on the sensor input.
 - t. Compressor lockout temperature on W7220 is adjustable from -45° F to 80° F, set at a factory default of 32° F. Others shall open at 35° F (2C) and closes at 50° F (10° C)
 - u. Actuator shall be direct coupled to economizer gear. No linkage arms or control rods shall be acceptable.
 - v. Economizer controller shall provide indications when in free cooling mode, in the DCV mode, or the exhaust fan contact is closed.
4. Integrated EconoMiSer 2, and EconoMiSer X Ultra Low Leak rate models. (Factory-installed on 3 phase models only. Field-installed on all 3 and 1 phase models)
- a. Integrated, gear driven opposing modulating blade design type capable of simultaneous economizer and compressor operation.
 - b. Independent modules for vertical or horizontal return configuration shall be available. Vertical return modules shall be available as a factory-installed option.
 - c. Damper blades shall be galvanized steel with composite gears. Plastic or composite blades on intake or return shall not be acceptable.
 - d. Shall include all hardware and controls to provide free cooling with outdoor air when temperature and/or humidity are below setpoints.
 - e. Shall be equipped with gear driven dampers for both the outdoor ventilation air and the return air for positive air stream control.
 - f. Ultra Low Leak design meets California Title 24 section 140.4 and ASHRAE 90.1-2013 requirements of 4 cfm per sq. ft. on the outside air dampers and 10 cfm per sq. ft. on the return dampers.
 - g. Economizer controller on EconoMiSer X models shall be the Honeywell W7220 that provides: (1.) 2-line LCD interface screen for setup, configuration and troubleshooting
(2.) On-board Fault Detection and Diagnostics (FDD) that senses and alerts when the economizer is not operating properly, per California Title 24.
(3.) Sensor failure loss of communication identification (4.) Automatic sensor detection
(5.) Capabilities for use with multiple-speed indoor fan systems (6.) Utilize digital sensors: Dry bulb and Enthalpy
 - h. Economizer controller on EconoMiSer 2 models with RTU Open controls shall be a 4-20mA design controlled directly by the RTU Open controller. RTU Open controller meets California Title 24 Fault Detection and Diagnostic (FDD) requirements
 - i. Economizer controller on EconoMiSer 2 models with ComfortLink controls shall be controlled directly by the ComfortLink controller. ComfortLink controller meets California Title 24 Fault Detection and Diagnostic (FDD) requirements.
 - j. Shall be capable of introducing up to 100% outdoor air.
 - k. Shall be equipped with a barometric relief damper capable of relieving up to 100% return air and contain seals that meet ASHRAE 90.1-2013 requirements.
 - l. Shall be designed to close damper(s) during loss-of-power situations with spring return built into motor.
 - m. Dry bulb outdoor air temperature sensor shall be provided as standard. Enthalpy sensor is also available on factory-installed only. Outdoor air sensor setpoint shall be adjustable and shall range from 40 to 100° F (4 to 38° C). Additional sensor

options shall be available as accessories.

- n. The economizer controller shall also provide control of an accessory power exhaust unit function. Factory set at 100%, with a range of 0% to 100%.
 - o. The economizer shall maintain minimum airflow into the building during occupied period and provide design ventilation rate for full occupancy.
 - p. Dampers shall be completely closed when the unit is in the unoccupied mode.
 - q. Economizer controller shall accept a 2-10 Vdc CO2 sensor input for IAQ/DCV control. In this mode, dampers shall modulate the outdoor air damper to provide ventilation based on the sensor input.
 - r. Compressor lockout temperature on W7220 is adjustable from -45°F to 80°F, set at a factory default of 32°F. Others shall open at 35°F (2C) and closes at 50°F (10°C)
 - s. Actuator shall be direct coupled to economizer gear. No linkage arms or control rods shall be acceptable.
 - t. Economizer controller shall provide indications when in free cooling mode, in the DCV mode, or the exhaust fan contact is closed.
5. Two-Position Damper (Factory-installed on 3 Phase Models Only. Field-installed on all 3 and 1 Phase Models)
- a. Damper shall be a Two-Position Damper. Damper travel shall be from the full closed position to the field adjustable %-open setpoint.
 - b. Damper shall include adjustable damper travel from 25% to 100% (full open).
 - c. Damper shall include single or dual blade, gear driven dampers and actuator motor.
 - d. Actuator shall be direct coupled to damper gear. No linkage arms or control rods shall be acceptable.
 - e. Damper will admit up to 100% outdoor air for applicable rooftop units.
 - f. Damper shall close upon indoor (evaporator) fan shutoff and/or loss of power.
 - g. The damper actuator shall plug into the rooftop unit's wiring harness plug. No hard wiring shall be required.
 - h. Outside air hood shall include aluminum water entrainment filter.
 - i. Not available with Staged Air Volume (SAVt) models.
6. Manual damper
- a. Manual damper package shall consist of damper, air inlet screen, and rain hood which can be preset to admit up to 25 or 50% outdoor air for year round ventilation.
 - b. Not available with Staged Air Volume (SAV) models.
7. Humidi-MiZer[®] Adaptive Dehumidification System (3-phase models only):
- a. The Humidi-MiZer Adaptive Dehumidification System shall be factory-installed and shall provide greater dehumidification of the occupied space by two modes of dehumidification operations in addition to its normal design cooling mode:
 - (1.) Subcooling mode further sub cools the hot liquid refrigerant leaving the condenser coil when both temperature and humidity in the space are not satisfied.
 - (2.) Hot gas reheat mode shall mix a portion of the hot gas from the discharge of the compressor with the hot liquid refrigerant leaving the condenser coil to create a two-phase heat transfer in the system, resulting in a neutral leaving air temperature when only humidity in the space is not satisfied.
 - (3.) Includes head pressure controller.
8. Head Pressure Control Package (Motormaster[®])
- a. Controller shall control coil head pressure by condenser-fan speed modulation or condenser-fan cycling and wind baffles.
 - b. Shall consist of solid-state control and condenser-coil temperature sensor to maintain condensing temperature at outdoor ambient temperatures down to -20°F (-29°C).
9. Low Ambient Controller (Factory-installed only)
- a. Controller shall control coil head pressure by condenser-fan speed modulation or condenser-fan cycling and wind baffles.
 - b. Shall consist of solid-state control and condenser-coil temperature sensor to maintain condensing temperature at outdoor ambient temperatures down to 0°F (-18°C). (Not available on 11 size models as standard unit cooling operation down to 0°F /-18°C).
10. Propane Conversion Kit
- a. Package shall contain all the necessary hardware and instructions to convert a standard natural gas unit for use with liquefied propane, up to 2000 ft (610m) elevation.
 - b. Additional accessory kits may be required for applications above 2000 ft (610m) elevation.

11. Flue Shield (04- 12 models only)
 - a. Flue shield shall provide protection from the hot sides of the gas flue hood.
12. Condenser Coil Hail Guard Assembly (Factory-installed option on 3-phase models. Field-installed on all 3 and 1 phase models):
 - a. Shall protect against damage from hail.
 - b. Shall be of louvered style.
13. Unit-Mounted, Non-Fused Disconnect Switch:
 - a. Switch shall be factory-installed, internally mounted.
 - b. National Electric Code (NEC) and UL or ETL approved non-fused switch shall provide unit power shutoff.
 - c. Shall be accessible from outside the unit.
 - d. Shall provide local shutdown and lockout capability.
 - e. Sized only for the unit as ordered from the factory. Does not accommodate field-installed devices.
14. HACR Breaker
 - a. These manual reset devices provide overload and short circuit protection for the unit. Factory wired and mounted with the units, with access cover to help provide environmental protection. On 575V applications, HACR breaker can only be used with WYE power distribution systems. Use on Delta power distribution systems is prohibited.
 - b. Sized only for the unit as ordered from the factory. Does not accommodate field-installed devices.
15. Convenience Outlet:
 - a. Powered convenience outlet (3-phase models only).
 - (1.) Outlet shall be powered from main line power to the rooftop unit.
 - (2.) Outlet shall be powered from line side or load side of disconnect by installing contractor, as required by code. If outlet is powered from load side of disconnect, unit electrical ratings shall be UL or ETL certified and rated for additional outlet amperage.
 - (3.) Outlet shall be factory-installed and internally mounted with easily accessible 115-v female receptacle. (4.) Outlet shall include 15 amp GFI receptacles with independent fuse protection.
 - (5.) Voltage required to operate convenience outlet shall be provided by a factory-installed step-down transformer.
 - (6.) Outlet shall be accessible from outside the unit.
 - (7.) Outlet shall include a field-installed "Wet in Use" cover.
 - b. Non-Powered convenience outlet.
 - (1.) Outlet shall be powered from a separate 115/120v power source. (2.) A transformer shall not be included.
 - (3.) Outlet shall be factory-installed and internally mounted with easily accessible 115-v female receptacle. (4.) Outlet shall include 15 amp GFI receptacles with independent fuse protection.
 - (5.) Outlet shall be accessible from outside the unit.
 - (6.) Outlet shall include a field-installed "Wet in Use" cover.
16. Flue Discharge Deflector:
 - a. Flue discharge deflector shall direct unit exhaust vertically instead of horizontally.
 - b. Deflector shall be defined as a "natural draft" device by the National Fuel and Gas (NFG) code.
17. Thru-the-Base Connectors:
 - a. Kits shall provide connectors to permit gas and electrical connections to be brought to the unit through the unit basepan.
 - b. Minimum of four connection locations per unit.
18. Propeller Power Exhaust:
 - a. Power exhaust shall be used in conjunction with an integrated economizer.
 - b. Independent modules for vertical or horizontal return configurations shall be available.
 - c. Horizontal power exhaust is shall be mounted in return ductwork.
 - d. Power exhaust shall be controlled by economizer controller operation. Exhaust fans shall be energized when dampers open past the 0- 100% adjustable setpoint on the economizer control.
19. Roof Curbs (Vertical):
 - a. Full perimeter roof curb with exhaust capability providing separate air streams for energy recovery from the exhaust air without supply air contamination.

- b. Formed galvanized steel with wood nailer strip and shall be capable of supporting entire unit weight.
 - c. Permits installation and securing of ductwork to curb prior to mounting unit on the curb.
20. High Altitude Gas Conversion Kit:
- a. Package shall contain all the necessary hardware and instructions to convert a standard natural gas unit to operate from 2000-7000 ft (610 to 2134m) elevation with natural gas or from 0-7000 ft (90-2134m) elevation with liquefied propane.
21. Outdoor Air Enthalpy Sensor:
- a. The outdoor air enthalpy sensor shall be used to provide single enthalpy control. When used in conjunction with a return air enthalpy sensor, the unit will provide differential enthalpy control. The sensor allows the unit to determine if outside air is suitable for free cooling.
22. Return Air Enthalpy Sensor:
- a. The return air enthalpy sensor shall be used in conjunction with an outdoor air enthalpy sensor to provide differential enthalpy control.
23. Indoor Air Quality (CO₂) Sensor:
- a. Shall be able to provide demand ventilation indoor air quality (IAQ) control.
 - b. The IAQ sensor shall be available in duct mount, wall mount, or wall mount with LED display. The setpoint shall have adjustment capability.
24. Smoke detectors (factory-installed only):
- a. Shall be a Four-Wire Controller and Detector.
 - b. Shall be environmental compensated with differential sensing for reliable, stable, and drift-free sensitivity.
 - c. Shall use magnet-activated test/reset sensor switches.
 - d. Shall have tool-less connection terminal access.
 - e. Shall have a recessed momentary switch for testing and resetting the detector.
 - f. Controller shall include:
 - (1.) One set of normally open alarm initiation contacts for connection to an initiating device circuit on a fire alarm control panel.
 - (2.) Two Form-C auxiliary alarm relays for interface with rooftop unit or other equipment.
 - (3.) One Form-C supervision (trouble) relay to control the operation of the Trouble LED on a remote test/reset station.
 - (4.) Capable of direct connection to two individual detector modules.
 - (5.) Can be wired to up to 14 other duct smoke detectors for multiple fan shutdown applications
25. Horn/Strobe Annunciator
- a. Provides an audible/visual signaling device for use with factory-installed option or field-installed accessory smoke detectors.
 - (1.) Requires installation of a field-supplied 24-v transformer suitable for 4.2 VA (AC) or 3.0 VA (DC) per horn/strobe accessory.
 - (2.) Requires field-supplied electrical box, North American 1-gang box, 2-in (51 mm) x 4-in (102 mm).
 - (3.) Shall have a clear colored lens.
26. Winter start kit
- a. Shall contain a bypass device around the low pressure switch.
 - b. Shall be required when mechanical cooling is required down to 25°F (-4°C).
 - c. Shall not be required to operate on an economizer when below an outdoor ambient of 40°F (4°C).
27. Time Guard
- a. Shall prevent compressor short cycling by providing a 5-minute delay (±2 minutes) before restarting a compressor after shutdown for any reason.
 - b. One device shall be required per compressor.
28. Condensate Overflow Switch (for units with electro-mechanical controls only):
- a. This sensor and related controller monitors the condensate level in the drain pan and shuts down compression operation when overflow conditions occur. It includes:
 - (1.) Indicator light - solid red (more than 10 seconds on water contact - compressors disabled), blinking red (sensor disconnected).
 - (2.) 10 second delay to break - eliminates nuisance trips from splashing or waves in pan (sensor needs 10 seconds

of constant water contact before tripping).

- (3.) Disables the compressor(s) operation when condensate plug is detected, but still allows fans to run for Economizer.

29. Hinged Access Panels

- a. Shall provide easy access through integrated quarter turn latches.
- b. Shall be on major panels of – filter, control box, fan motor and compressor

30. Display Kit for Variable Frequency Drive

- a. Kit allows the ability to access the VFD controller programs to provide special setup capabilities and diagnostics.
- b. Kit contains display module and communication cable.
- c. Display Kit can be permanently installed in the unit or used on any SAVt system VFD controller as needed.

31. Foil faced insulation

- a. Throughout unit cabinet air stream, non-fibrous and cleanable foil faced insulation is used.

32. Energy Demand System - EDS (field-installed accessory):

- a. Shall utilize wireless network communication to optimize rooftop unit energy usage, up to 875 yds and up to 49 load controllers for each gateway. A wireless cellular signal shall be utilized to communicate energy information to/from the customer web portal.
- b. Shall utilize explicit algorithms to minimize rooftop electrical demand charges, customizable to each facility.
- c. Shall allow scheduling of rooftop units and provide a “staggered start” approach to minimize electrical consumption charges, customized to each facility.
- d. Scheduling, adjustments, and sub-metered electrical data shall be accessible through a web based customer portal.
- e. Shall provide demand response capability, including compliance with Open ADR protocol.
- f. Shall utilize an external 4-pole relay and an internal single pole relay.
- g. Shall use (2) split core transformers to provide real-time sub-metered electrical usage.

SECTION 26 00 00
SPECIAL GENERAL CONDITIONS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.01 ORDINANCES, REGULATIONS AND CODES

- A. All work must conform to the requirements of applicable regulations or Codes or of any of the governing bodies listed.
1. The California Code of Regulations, Titles 19 through 25.
 2. The California Electrical Code as applicable under current state and local regulations.
 3. State Board of Health.
 4. CAL - OSHA Regulations.
 5. Nothing in these Special Provisions or shown on the plans shall relieve the Contractor from full compliance with applicable portions of any of the above regulations pertaining to work which he is installing under this Contract.

1.02 PERMITS AND FEES

- A. The Contractor shall obtain all required building permits. The County of Inyo will pay for all building inspection and permit fees associated with the work. The Contractor shall pay for and obtain all other permits and inspections required for the completion of all work included in this Contract. Any inspection certificate required shall be obtained and delivered to the County.

1.03 EXAMINATION OF DRAWINGS AND SITE

- A. Before submitting a bid, the Contractor shall carefully examine all of the Drawings and Specifications for this work, along with the Standard Specifications, Special Provisions and code requirements for same. The Contractor shall also visit the site of the proposed construction and become familiar with all site conditions. No subsequent allowances will be made to the Contractor because of failure to comply with the above or alleged inability to understand the requirements.

1.04 SUBMITTALS

- A. Submittals shall follow the guidelines described in Section 1300 SS, Submittals.
1. Prior to installation of project site electrical work Contractor to provide County Representative with manufacturer cut-sheet information for all components of project site electrical work including electrical conduits, pull-boxes, junction boxes, conductors, etc..

1.05 CATALOG DATA AND OPERATING INSTRUCTIONS (NOT USED)

1.06 LOCATIONS

- A. The work as laid out is partial and diagrammatic, and the location thereon indicated may be approximate only. The Contractor, therefore, shall install all equipment, apparatus, conduit runs and the like as follows:
1. Adhere to the location indicated as far as possible.

2. Maintain ample head room in all rooms and passageways and clearance around all apparatus and equipment and under pipe lines for unrestricted passage and for easy servicing of all apparatus, equipment, devices and the like.
3. Verify the exact locations of all fixtures and other apparatus or devices as indicated on the drawings. In the event these drawings do not sufficiently indicate the locations for all such fixtures, apparatus, or devices, the Contractor shall obtain the exact locations from the Engineer.

1.07 VERIFICATION OF DIMENSIONS

- A. The Contractor shall, as work progresses, verify the dimensions of the spaces available for the installation of the work and shall assume full responsibility for the proper locations and grading of each portion thereof.
- B. Where the work requires connections to be made to equipment that is furnished and set by others, the Contractor shall obtain exact rough-in dimensions from the manufacturer of such equipment and shall install the connections in a neat and workmanlike manner.

1.08 PRELIMINARY OPERATION

- A. Should the County require, through the Engineer, that any portion of the systems or equipment herein specified be operated prior to the final completion and acceptance of the work, the Contractor shall consent to such operation and shall perform, or permit the County to perform, such operation. Such operation shall be under the supervision and direction of the Contractor, but all expenses therefore shall be paid by the County, separate and distinct from any money paid on account therefore of the Contract. Such preliminary operation, or payment therefore, shall not be construed as an acceptance of any of the work under the Contract. The Engineer shall approve any expense incurred by the Contractor before payment by the County.

1.09 CUTTING AND PATCHING

- A. The Contractor shall do all cutting and patching of the work for the installation of the equipment and materials of this Section as approved by the Engineer. All patching shall accurately match the adjoining work.

1.10 FOUNDATIONS AND SUPPORTS

- A. The Contractor shall provide all foundations, supports, hangers, etc. as required to install the equipment of this Section. All equipment shall be supported, braced, and cross-braced in such a manner as to prevent sway and/or lateral movement.

1.11 EXCAVATION AND BACKFILLING (NOT USED)

1.12 CLEANING UP

- A. The Contractor shall keep the premises free from accumulations of waste material or rubbish. At the completion of the work, the Contractor shall remove all rubbish, tools, scaffolding and surplus materials from and about the buildings, leaving the premises in a clean condition.

- B. All exterior surfaces of exposed equipment and material shall be thoroughly cleaned

of all dirt, cement, plaster and other debris, including the exterior surfaces of all conduit, conduit fittings, conduit hangers, insulation and the like.

- C. All surfaces to be painted shall be carefully wiped or otherwise cleaned; cracks and corners scraped out clean, and grease and oil spots removed so that surfaces may receive paint without further preparation.
- D. All fixtures and plated materials shall be thoroughly cleaned and polished.

1.13 DAMAGE BY LEAKS

- A. The Contractor shall be responsible for all damage to any part of the premises caused by breaks in conduit or fixtures furnished and/or installed by him under this Section for a period of one (1) year from date of acceptance of the project by the County.

1.14 SITE CONDITIONS

- A. Where existing utilities are shown on the plans, extreme care shall be exercised in excavating near these utilities to avoid any damage thereto, and the Contractor shall be responsible for any damage caused by excavation near such utilities.
- B. The general location and arrangement of conduit, equipment apparatus, etc. is shown in the drawings or specified herein and all installations shall be made in accordance therewith. Information on the drawings relative to existing services is approximate only. Minor deviations required to conform to actual locations shall be made without additional cost to the County.
- C. If utilities are found during excavations and are not shown on the plans, the Contractor shall promptly notify the Engineer for instructions as to further action. Failure to do so will make the Contractor responsible for any damage arising from his operations after discovery of such utilities.
- D. The Contractor shall use special precautions where excavations are made in areas near electrical ducts since they may be high voltage ducts. All such ducts shall be exposed by careful hand excavation so as to not damage the ducts or cause injury to personnel and shall be suitably marked with warning signs, barricades, etc., as required.

1.15 STANDARD PRACTICE

- A. All work not shown in complete details shall be installed in conformance with the best standard practice for the trade and manufacturer's recommendations.

1.16 INTENT

- A. It is the intention of this Contract to provide systems that are complete in every respect without further cost to the County. Anything not shown in the drawings or indicated in the specifications, but required for complete operating systems, shall be included as part of this Contract. This shall include all connections to existing services.

1.17 SPECIAL NOTE

- A. The attention of the Contractor is hereby called to all work mentioned in notes on the

Drawings. Work covered by notes must be furnished and installed whether it is specifically mentioned in these Special Provisions or not.

1.18 GUARANTEE

A. Except as otherwise specified, all materials, apparatus, and equipment furnished and installed under the Electrical Section of these Special Provisions shall be new and free from all defects. Notwithstanding any manufacturer warranties and certifications, should any portion of the work develop, within a period of one (1) year from date of acceptance of the work, due to inferior or faulty material and/or workmanship, the trouble shall be corrected or the material and equipment replaced by the Contractor without excessive delay or additional expense to the County.

1.19 SERVICES

A. The location of any existing utility services shown on the drawings is approximate and shall be checked by the Contractor for exact location.

1.20 LIST OF MATERIALS

A. Within twenty-one (21) calendar days after award of the Contract, the Contractor shall submit four (4) copies of a complete list of materials to be installed under this contract. The list shall include the name of the article for each item of material to be used. All substitutes must be approved by the Engineer as stipulated in Section 1300 SS, Submittals.

**SECTION 26 00 10
BASIC MATERIALS AND METHODS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Drawings, Standard Specifications, Contract documents, including Special Provisions, shall apply to the work of this Section.

1.02 ORDINANCES, REGULATIONS AND CODES

A. All work must conform to the requirements of the regulations in the Codes or of any of the governing bodies listed below:

1. The California Code of Regulations, Title 19 through 25.
2. The California Electric Code as applicable under current state and local regulations (latest edition and supplements).
3. State Board of Health.
4. CAL-OSHA Regulations.
5. Nothing in these Special Provisions or shown on the Plans shall relieve the Contractor from full compliance with applicable portions of any of the above regulations as they pertain to work that he is installing under this Contract.

1.03 SCOPE OF WORK

A. This portion of the work includes the furnishing of all labor and materials necessary for a complete electrical wiring system to the HVAC units, branch controllers units

(both main and sub), and individual air handler units and equipment shown on the drawings or covered by this Section. Power supply shall be 208 Volt, 3-Phase, 60Hz. In general, the work includes the following:

1. Ensure that the existing building electrical system(s) of wiring, conduits, and associated materials are adequate to provide power to all project HVAC system components.
2. The patching and repair of all work modified or damaged by the installation of work under this Section.
3. Access panels and terminal cabinets. Coordinate final locations with the Engineer.
4. The Contractor shall furnish and install all work necessary to make complete systems, whether or not such details are mentioned in these Special Provisions or shown on the drawings, but which are necessary to make complete working systems, excepting only those portions that are specifically mentioned therein or plainly marked on the accompanying drawings as being installed by others.
5. The Contractor shall coordinate the work of this Section with the work of other trades so as to provide raceways, conductors and outlets in the correct locations for the equipment served, including all mechanical and signal equipment and connection of same. The Contractor shall provide power of the correct voltage and phase to each item of equipment. Verify with equipment nameplate prior to pulling any wire and prior to installing circuit breaker.
6. Before construction starts, the Contractor shall arrange a coordination meeting with the General Contractor, all other subcontractors supplying equipment that requires electrical connections, and the Engineer. All electrical requirements shall be verified and any problems shall be immediately reported to the Engineer. Equipment items to verify shall include, but are not limited to, voltage, amps, phase, location, orientation, space requirements, type of connection, starter and disconnect location and provision, control system operation and requirements, etc.
7. The above list is given for the convenience of the Contractor and is not considered all-inclusive.

1.04 PERMITS AND FEES

- A. Inyo County shall pay the fees for all building inspection and other permits required for this project. The Contractor is responsible for coordinating and passing each inspection. The Contractor is responsible for obtaining all required permits, in a timely manner, so as to complete all Contract work within the Time for Completion noted in the Contract. Any inspection certificates required shall be obtained and delivered to the County.

1.05 EXAMINATION OF DRAWINGS AND SITE

- A. Prior to submitting a bid, the Contractor shall carefully examine the Drawings for this work, along with the Standard Specifications and Special Provisions for same. In addition to the Drawings and Special Provisions governing the work of this trade, he shall also visit the site of the proposed construction and familiarize himself with all the site conditions.

1.06 SUBMITTALS

- A. Refer to Section 1300 SS, Submittals.
- B. Equipment or material furnished or incorporated into the construction without the prior approval of the Engineer may be rejected and, if rejected, shall be removed from the structure and replaced with approved equipment or material at the Contractor's expense.
- C. The design of the electrical system shall be reviewed by the Building Department, Project Engineer and Power Company (Los Angeles Department of Water and Power) for power service sizing. Submit manufacturer's literature and installation requirements for all proposed electrical equipment to Engineer for approval.
- D. The Contractor shall make drawings indicating the arrangement of outlets on each branch circuit and circuit tags to show the number of the circuit and the board to which it will be connected. Circuits indicated with the same numbers shall be connected to the same breaker on the panel board. All to be reviewed by the County.

1.07 RECORD DRAWINGS

- A. See Section 1015.09 SS, Record Documents.

1.08 CATALOG DATA AND OPERATING INSTRUCTIONS (NOT USED)

PART 2 - PRODUCTS

2.01 MATERIALS AND COMPONENTS

- A. All materials, appliances and equipment shall be new and the best of their respective kinds, free from all defects, bear UL Label, and of the make, brand, or quality specified, or as accepted by the Engineer as herein provided. This shall also apply to all parts of the work whether or not this particular paragraph is referred to by number.
- B. All apparatus, conduit systems, etc. shall be installed and interconnected so as to form complete systems as herein specified and/or shown on the accompanying drawings. The Contractor shall furnish and install all work necessary to make complete working systems, excepting only those portions that are specifically mentioned herein or plainly marked on accompanying drawings as being furnished by others.

2.02 RACEWAYS AND FITTINGS

- A. Raceways, line sets, fittings, and coverings, for all exposed interior pipes, electrical and control wiring, shall be as manufactured by Mitsubishi, Fortress, or other County approved manufacturer of interior architectural type wall lineset coverings. Contractor shall provide submittals to engineer and obtain approval of proposed interior wall raceways and line sets coverings prior to ordering and installation.
- B. Galvanized rigid steel conduits (RSC):
 - 1. May be used in all non-exposed locations.
 - 2. For underground runs in direct contact with earth, conduit shall be factory wrapped with PVC tape or shall have factory applied PVC coating.
- C. Galvanized intermediate metallic conduit (IMC) may be used in non-exposed indoor locations not in direct contact with earth.

- D. Galvanized electrical metallic tubing (EMT) may be used in indoor dry locations where it is:
 - 1. Not subject to physical damage.
 - 2. Not in direct contact with earth.
 - 3. Not in concrete slabs.
 - 4. Not in hazardous areas.
 - 5. On roof or walk cover, when specifically shown on drawings.
- E. Non-metallic rigid conduit - Shall be PVC Schedule 40 and may be used:
 - 1. Underground.
 - 2. Below concrete slab on grade.
- F. Flexible steel conduit may be used in dry locations for final connections to:
 - 1. Motors, transformers and other mechanical equipment, not to exceed (18") eighteen inches in length.
 - 2. Lighting fixtures, not to exceed (72") seventy-two inches in length.
 - 3. Facilitate wiring in tight locations, when approved by Engineer.
 - 4. Flexible aluminum conduit may be used in walls or in attics.
- G. Liquid-tight flexible steel conduit shall be used in outdoor or wet locations for final connection to motors or other mechanical equipment, not to exceed (18") eighteen inches in length.
- H. Fittings:
 - 1. Shall be threaded type only for rigid and intermediate steel conduits.
 - 2. For electrical metallic tubing (EMT), fittings shall be:
 - a. Set-screw with steel housing or compression type for sizes 1/2" through 1", and only in dry locations.
 - b. Compression type for sizes larger than 1" or in wet locations.
 - 3. For non-metallic conduits and tubing:
 - a. Fittings shall be PVC type. Use PVC adapters at all boxes and panel boards.
 - b. Brush apply PVC cement.
 - c. All PVC components (conduits, fittings, cement) shall be of same manufacturer.
 - 4. Flexible metallic conduits: Compression type.
 - 5. Liquid-tight flexible metallic conduits: Liquid-tight, compression type.
 - 6. Use of the following is prohibited:
 - a. Crimp-on, tap-on, indenter type fittings.
 - b. Spray (aerosol) PVC cement.

2.03. CONDUCTORS (Wire)

- A. All wire installed in this contract shall be of a standard manufacturer as approved by the National Board of Fire Underwriters and shall be of the size as required. All wire shall bear the Underwriters' Laboratory label and shall be brought to the job in unbroken packages and approved by the Engineer before it is installed.
- B. All power wiring conductors shall be type THWN or THHN copper, unless otherwise noted.
- C. The smallest gauge wire used shall be #12 AWG.
- D. All #8 AWG gauge wire or larger shall be stranded.
- E. The neutral conductor of all lighting feeders shall be of the same size as the phase

conductors.

- F. Splices on all wire less than #8 gauge shall be made with insulated Ideal "Wing Nuts", "Scotchlock", or equal, spring connectors.
- G. Splices in wires #8 gauge and larger shall be made with crimp-on solderless connectors, Scotch, Burndy, or equal. Connectors to switches or bus bar shall be made with one-piece lugs for all wires and shall be sized for the conductors.
- H. Each branch circuit shall be marked with the circuit number at the panel and at the first outlet nearest the panel. E-Z Code Markers (Western Lithograph Co.), or equal, shall be used to mark the circuits.
- I. All wiring in underground conduits or pull boxes, including signal wiring, shall be listed by the manufacturer as suitable for use in wet locations. Splices are not permitted in underground pull boxes, except where approved by the Engineer.

2.04 OUTLETS (NOT USED)

- A. All outlet boxes shall be standard one (1) or two (2) piece galvanized knockout outlet boxes. National, Steel City, Appleton, Bowers, or approved equal.
- B. All outlet box covers, rings or other fittings shall be standard galvanized. National, Steel City, Appleton, Bowers, or approved equal.
- C. No outlet box shall be less than four inches (4") square and or less than one and one half inches (1 1/2") in depth.
- D. Through boxes are not permitted.
- E. Any unused boxes shall be equipped with a cover plate.

2.05 RECEPTACLES AND PLATES (NOT USED)

2.07 PANEL BOARDS (NOT USED)

2.08 TERMINAL CABINETS (NOT USED)

2.09 MOTOR DISCONNECTS (NOT USED)

PART 3 – EXECUTION

3.01 LOCATIONS

- A. The work, as shown on the Drawings, is diagrammatic and the location thereon indicated may be approximate only. The Contractor, therefore, shall install all the equipment, apparatus, conduit runs and the like as follows:
 - 1. Adhere to the location indicated as far as possible.
 - 2. Maintain ample head room in all rooms and passageways and clearance around all apparatus and equipment and under pipe lines for unrestricted passage and for easy servicing of all apparatus, equipment, devices and the like.
 - 3. Verify the exact locations of all fixtures and other apparatus or devices indicated on the Drawings. In the event the Drawings do not sufficiently indicate the locations for all such fixtures, apparatus, or devices, the Contractor shall obtain the exact locations from the Engineer.

3.02 VERIFICATION OF DIMENSIONS

- A. The Contractor shall, as work progresses, verify the dimensions of the spaces available for the installation of the work and shall assume full responsibility for the proper locations and grading of each portion thereof.
- B. Where the work requires connections to be made to equipment that is furnished and set in place by others, the Contractor shall obtain exact rough-in dimensions from the manufacturer of such equipment. The Contractor shall install the connections in a neat and workmanlike manner and shall ensure that required working clearances are obtained.

3.03 INTENT

- A. It is the intention of this Contract to provide systems that are complete in every respect without further cost to the County. Anything not shown in Drawings, or indicated in the Special Provisions, but required for complete operating systems shall be included as part of this Contract. This shall include all connections to existing services, meter box (es), conduit requirements, etc.

3.04 SPECIAL NOTE

- A. Attention of the Contractor is hereby called to all work covered by notes on the drawings. Work covered by notes must be furnished and installed whether it is specifically mentioned in these Special Provisions or not.

3.05 STANDARD PRACTICE

- A. All work not shown in complete detail shall be installed in conformance with the best standard practice for the trade and codes.

3.06 CHANGES

- A. Should it be necessary to change any of the sizes, dimensions, or locations of any of the equipment from those shown on the plans, the changes shall be made with the approval of the Engineer.
- B. The Contractor shall consider the number of outlets for electric equipment shown on the Drawings as only partial; NEC may require additional outlets. The Engineer reserves the right to shift additional outlets, within reason, to locations and positions that better meet final requirements and codes.

3.07 TEMPORARY CONSTRUCTION POWER (NOT USED)

3.08 INTERRUPTION OF SERVICE

- A. Interruption of service in existing buildings shall not be made at a time that will inconvenience the County. Before making any final connections to the existing buildings or doing any other work that will interrupt the service, the Contractor shall consult with the Engineer and schedule the work at the County's convenience, even if it is necessary to make such connections after regular working hours.
- B. The Contractor shall do all rerouting and reconnecting of existing electrical facilities made necessary by this construction. Care shall be taken not to disrupt existing

facilities. If any facilities are disrupted, the Contractor shall replace or repair them at his expense and to the satisfaction of the Engineer.

3.09 CUTTING AND PATCHING

- A. The Contractor shall do all cutting and patching of the work for the installation of the equipment and materials as approved by the Engineer. All patching shall accurately match the adjoining work.

3.10 FOUNDATIONS AND SUPPORTS

- A. The Contractor shall provide all foundations, supports and hangers, etc., as required to install the equipment as specified or shown on the Drawings. All equipment shall be supported, braced, and cross-braced so as to prevent sway and/or lateral movement.

3.11 EXCAVATION AND BACKFILLING (NOT USED)

3.12 SITE CONDITIONS

- A. Where existing utilities are shown on the plans, extreme care shall be exercised in excavating near these utilities to avoid any damage thereto, and the Contractor shall be responsible for any damage to these utilities caused by excavation.
- B. The general location and arrangement of conduit piping, apparatus, etc. is shown in the Drawings or specified herein and all installations shall be made in accordance therewith. Adjustments required to conform to actual locations shall be made without additional cost to the County.
- C. The location of any existing utility services shown on the Drawings is approximate and shall be checked by the Contractor for exact location.
- D. If utilities are found during excavations and are not shown on the plans, the Contractor shall promptly notify the Engineer for instructions as to further action. Failure to notify the Engineer will make the Contractor liable for any damage arising from his operations after discovery of such utilities. Such utilities may require removal or relocation, as directed by the Engineer. An equitable adjustment in the Contract will be made for the additional work involved, as further described in Section 1010.06, Changes in the Work, and Section 1150.04, Payment for Changes in the Work, in the Standard Specifications.
- E. The Contractor shall use special precaution where excavations are made in areas near electrical ducts since they may be high voltage ducts. All such ducts shall be exposed by careful hand excavation so as to not damage the ducts or cause injury to personnel and shall be suitably marked with warning signs, barricades, etc., as required.

3.13 CONDUIT SYSTEMS

- A. A concealed conduit system shall be installed for all interior wiring. Conduit shall be run continuous between outlets, etc., and with the minimum number of bends.
- B. PVC SCH 40 or rigid steel, factory-wrapped with PVC tape, conduit shall be used for underground runs. Where conduits rise up in combustible walls, convert PVC to metallic conduit within (6") six inches of the top of floor.
- C. All conduit shall be delivered to the site of construction in the original bundles. Each length of conduit shall bear the label of the National Board of Fire Underwriters. All

- conduit subjected to rough usage while on the job, before installation, and not acceptable to the Engineer shall be removed from the premises upon notice.
- D. The joints in all conduits installed under concrete slabs, on the ground, or underground, or exposed to the weather, shall be made liquid and gas-tight. All underground conduit outside of buildings shall be buried to a depth of not less than (24") twenty-four inches below finish grade. Utility services shall comply with all utility company requirements. Two or more conduit runs installed in a common trench shall be separated horizontally by at least four inches (4"). Electrical conduit runs installed in a common trench with other utility lines shall be separated horizontally from such lines by at least twelve inches (12").
 - E. Changes in direction shall be made with conduit sweep elbows or long radius bends made on the job. Where two (2) or more conduits are grouped in exposed locations, the sweeps shall be struck from the same center forming concentric arcs. Sweeps installed at power poles for the connection of underground and overhead service shall be galvanized.
 - F. All joints in conduit shall be made with standard couplings. In making joints, conduits must be accurately cut and threaded (where applicable) with straight thread, smoothly reamed and squarely butted. All conduit shall be kept corked and dry during construction, using plastic caps or conduit pennies held in place with conduit bushings. Should dirt or moisture collect in any conduit, the Contractor shall swab it out to the satisfaction of the Engineer.
 - G. Conduits ending at motors and transformers shall be carried as closely as possible to the terminal blocks, but shall allow for the movement of the motors when they are equipped with slide rails. The connection between the conduit terminals on the motor and the conduit shall be made with liquid-tight flexible conduit using the proper fittings.
 - H. All conduits where they enter panel boxes, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings: one (1) locknut inside and one (1) locknut outside of box with bushing on end of conduit. Bushings shall be plastic where conductors are #4 or larger.
 - I. Where conduits are run exposed, they shall be installed straight and true with reference to the adjacent construction.
 - . Conduit (1") one inch and above shall have plastic insulated grounding bushings.
 - K. Any conduit installed under the building shall be under the slab.
 - L. All boxes for bracket outlets shall be equipped with a 3/8" "No-Bolt" fixture stud. The boxes shall be set so that, when in place, the fixture shall be at right angles to the ceiling or walls.
 - M. All empty conduit shall be equipped with a nylon pull rope continuous from outlet to outlet.
 - N. Flexible conduit will be permitted for connecting lighting fixtures to junction boxes.
 - O. Flexible connections in outdoor and damp locations shall be flexible liquid-tight metal conduit or non-corrosive seamless metallic tubing with watertight connections.
 - P. Install roof jacks for this construction in accordance with other Sections of these Special Provisions.
 - Q. The length of flex conduit at equipment connections shall be (18") eighteen inches or less.

- R. Expansion joints for conduit shall be provided, where required, to compensate for thermal expansion and contraction.
- S. No conduit smaller than one half inch (1/2") electrical trade size shall be used.
- T. Support conduits on roof only with special permission from the Engineer.

3.15 OUTLETS

- A. In general, the locations of electrical outlets shall be as shown on the drawings. However, the Contractor shall make any changes necessary to suit conditions on the job or rearrangement of built-in fixtures and equipment, as directed by the Engineer or his representative.
- B. The Contractor shall study the general building plans with relation to spaces surrounding each outlet so that his work will fit the work of others and that, when fixtures or other equipment are installed, they will be symmetrically located according to room layout. Refer all conflicts and discrepancies promptly to the Engineer.

3.16 CONDUCTOR IDENTIFICATION & INSTALLATION

- A. The Contractor shall make drawings indicating the arrangement of outlets on each branch circuit with circuit tags showing the number of the circuit and the board to which it will be connected. Circuits indicated with the same numbers shall be connected to the same breaker on the panel board.
- B. All feeders and branch circuits shall be tagged in all pull boxes and in the gutters of all panels to which they connect.
- C. All wiring shall be done in identified neutrals.
- D. No wire shall be installed until all work of other contractors that might cause injury to the wire has been completed. Care shall be used in pulling wires to ensure that no damage occurs to the insulation. Powdered soapstone or wire-ease shall be used for pulling wires.
- E. In making the connection of all branch circuits to the terminals of switches, base plugs, etc., the wires shall be looped around the binding screws or be fitted with connecting lugs. At ceiling outlets, the Contractor shall leave not less than six inches (6") of free wire on the ends of each wire for connections to the fixtures.
- F. No splices shall be permitted, except in outlet boxes and in panel board gutters.
- G. Switches and receptacles shall be securely fastened to the outlet box. Where the outlet box covers are behind the finished walls, the switch or receptacle shall be built out from the same with washers so that it is rigidly held in place to the box. The floating of any switch or receptacles will not be permitted.
- H. All signal and communications conductors shall be identified in terminal cabinets as to type of system e.g.: clock, bell, etc., and location of the other end of the conductor by room number or name, as directed by the Engineer. Identification shall be by numbers at terminal strips and a numbered directory in card holder inside terminal cabinet.
- I. All wiring to be neatly bundled and tied with nylon cord or plastic straps.

3.17 IDENTIFICATION OF SWITCHES AND APPARATUS

- A. All switchboard circuits, externally operated switches, and apparatus used for the

operation of or control of circuits, appliances, or equipment shall be properly identified with 1" x 3" Bakelite nameplates. All such nameplates shall be submitted to the Engineer for approval. Nameplates shall be secured to the apparatus by screws. Cardholders in any form are not acceptable.

3.18 MOUNTING HEIGHTS OF EQUIPMENT

- A. Unless otherwise specified elsewhere or shown on the plans, the following mounting heights above finish floor shall apply:
1. Panel boards & Signal Terminal Cabinets: 6'-0" to top of box.
 2. Disconnect Switches: 4'-6" to centerline

3.19 COORDINATION

- A. Heating, Air Conditioning, Plumbing and other Mechanical Work
1. The Contractor shall be responsible for furnishing and installing all fused disconnect switches, conduits, wire, fittings, etc. for connections.
 2. Install all electrical equipment where it is not already installed as a part of a unit furnished by the equipment Contractor.
 3. The Contractor shall furnish fused disconnect switches for pumps, motors, and air conditioning and handling units, if they are not furnished by others. Fuses shall be dual element, rated per equipment manufacturer's requirements.
 4. Thermal overload switches shall be furnished for all fractional horsepower motors where such protection is needed but the equipment provided does not have built in thermal protection.
 5. The Contractor shall provide conduit and wire for controls rated 115V and higher.
 6. Coordinate with general contractors, mechanical contractors and equipment suppliers prior to rough-in to verify that all systems are complete and that all components are provided, including starters, disconnects, relays, solenoids, control conduit, wires, etc.

3.20 MISCELLANEOUS EQUIPMENT

- A. The Contractor shall be responsible for the electrical hook-up and connections to all electrical equipment, including wiring, conduit, disconnects, circuit breakers, etc., whether furnished by the Contractor or others or not shown on the drawings. Verify all requirements with equipment supplier before rough-in.

3.21 PRELIMINARY OPERATION

- A. If the County requires, through the Engineer, that portions of the systems or equipment herein specified be operated prior to the Final Completion and acceptance of work, the Contractor shall consent. Such operation shall be under the supervision and direction of the Contractor. All expenses therefore shall be paid by the County, separate and distinct from any money paid on account therefore of the Contract. Such preliminary operation, or payment therefore, shall not be construed as an acceptance of any of the work under the Contract. The Engineer shall approve any expense incurred by the Contractor before payment by the County.

PLANS FOR
INYO COUNTY JAIL HVAC
REPLACEMENT PROJECT

Z:\OPEN PROJECTS\3-Deferred Maintenance\Jail HVAC Replacement 2017\200-Preliminary Engineering\210-Plans, Specs & Estimates\211-Plans\Inyo County Jail Building HVAC Equipment Replacement.dwg

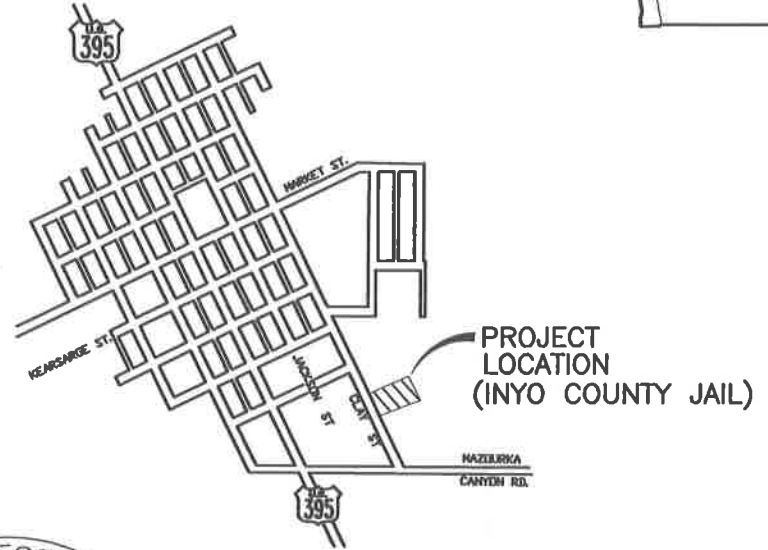
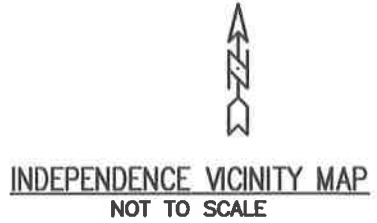
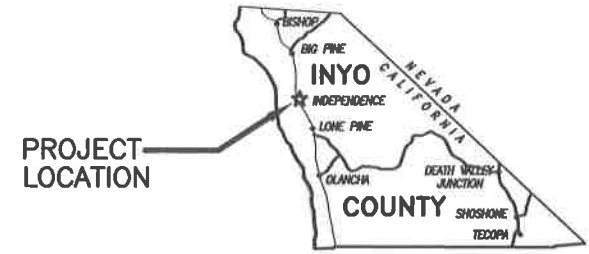
INDEX OF SHEETS

- 1. TITLE AND LOCATION MAP
- 2. SITE PLAN AND SPECIFICATIONS



COUNTY OF INYO
 DEPARTMENT OF PUBLIC WORKS
 PLANS FOR THE
 HVAC EQUIPMENT REPLACEMENT PROJECT
 AT
 INYO COUNTY JAIL BUILDING, INDEPENDENCE, CA

PROJECT. NO. ZP 17-052



Clint G. Quilter
 CLINT G. QUILTER, DIRECTOR
 INYO COUNTY PUBLIC WORKS

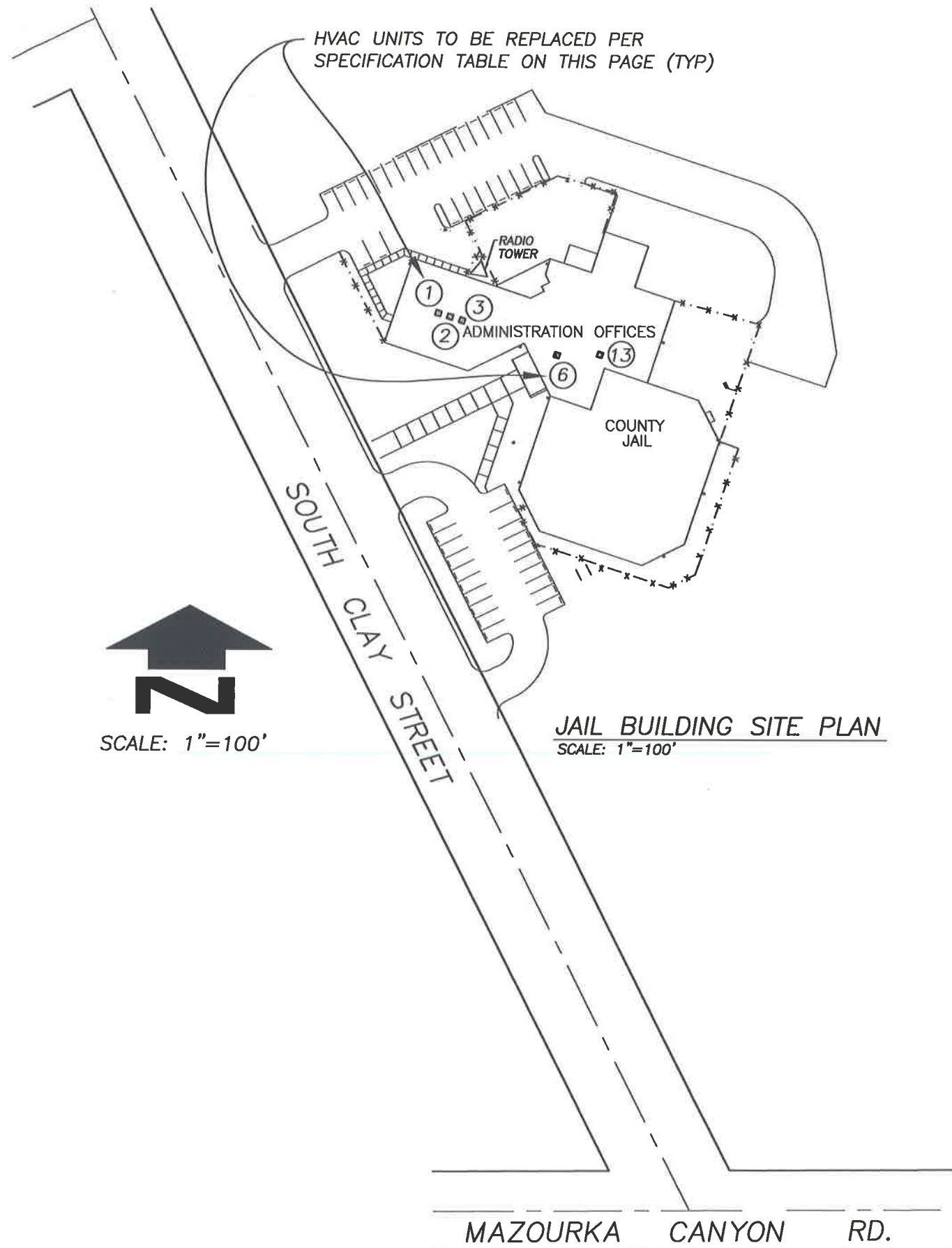
10/4/17
 DATE

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 IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2015 INTERNATIONAL BUILDING CODE (IBC), THE 2013 CALIFORNIA BUILDING CODE (CBC), THE 2013 UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC), AND OTHER GOVERNING REGULATIONS.
4. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
5. INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS.
6. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
7. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT 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 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.
8. PROJECT LOCATION: Inyo County Jail Building, 205 S. Clay Street, Independence, CA 93526
9. HVAC UNITS MUST BE CA TITLE 24 ENERGY COMPLIANT.

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY JAIL BUILDING HVAC EQUIPMENT REPLACEMENT PROJECT INDEPENDENCE, CA	
Drawn by: JMP Date: SEPT. 2017	Checked By: TAD Date: SEPT. 2017	Date: SEPTEMBER 2017	Drawing Name: TITLE SHEET SHEET 1 OF 2

Z:\CAD\Current Projects\Inyo County Jail HVAC Replacement\Inyo County Jail Building HVAC Equipment Replacement.dwg



NOTE: HVAC UNIT NUMBERS MATCH NUMBER PLATES ON EXISTING HVAC UNITS

PROPOSED HVAC UNIT SPECIFICATIONS

UNIT #	"CARRIER" MODEL NUMBER	GROSS COOLING CAPACITY (MBH)	VOLTAGE	CFM	NOMINAL TONS
①	48HCLA06A2A5-0A0A0	61.8	208V 3Ø 60Hz	2000	5.0
②	48HCLA05A2A5-0A0A0	48.7	208V 3Ø 60Hz	1600	4.0
③	48HCLA05A2A5-0A0A0	48.7	208V 3Ø 60Hz	1600	4.0
⑥	48HCLA04A2A5-0A0A0	36.4	208V 3Ø 60Hz	1200	3.0
⑬	48HCLA05A2A5-0A0A0	48.7	208V 3Ø 60Hz	1600	4.0

NOTE: HVAC UNITS MUST BE CA TITLE 24 ENERGY COMPLIANT

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		INYO COUNTY JAIL BUILDING HVAC EQUIPMENT REPLACEMENT PROJECT INDEPENDENCE, CA	
Drawn by: JMP Date: SEPT. 2017	Checked By: TAD Date: SEPT. 2017	Date: SEPTEMBER 2017	Drawing Name: SITE PLAN & DETAILS SHEET 2 OF 2



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Road Department

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Purchase of two (2) Meyers Pro-8 Steel Pickup Snow Plows with mounting frames

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the purchase of two (2) Meyers Pro-8 Steel Pickup Snow Plows with mounting frames for a total price of \$10,998.68 from Stephen Newcombe Service LLC.
2. Approve payment of any associated fees/taxes/delivery that may be required to comply with State and/or Federal Regulations.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department is requesting the Board approve the purchase of two (2) Meyers Snow Plows to outfit two of our 2014 Ford F350 pickups for plowing operations; this will add to our existing fleet of four pickup mounted plows. During the 16/17 winter season, the Road Department had used our existing pickup plows to complement and assist our full-size plow trucks. While the pickup plows were not able to move the volume of snow a full-size plow can handle, the speed and maneuverability of the smaller vehicles proved to be an asset, especially in the more populated areas and for cleanup operations, where the smaller size proved beneficial. Having a plow mounted on the various pickup trucks has also allowed the Operators that are still going through the commercial licensing process to plow during the storms, as well as plow while providing repair/fuel support to other snow removal equipment (Blowers). The Road Department went out for three quotes, one was non-responsive and the other was \$12,671.08, leaving Stephen Newcombe Service as the lowest bidder.

ALTERNATIVES:

The Board could not approve this request. This is not recommended as the Road Department has identified using these plows, as designed, provides an acceptable service to the public for a lower operational cost than the larger plow trucks, as well as taking some service load off of the larger plow trucks, thus extending their usable service life.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office

FINANCING:

The funding for this equipment is included in the FY 17/18 Road Budget #034600, object code #5173.

APPROVALS

COUNTY COUNSEL:

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

M. Walker

Approved: *guc* Date *7/30/17*

AUDITOR/CONTROLLER

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

(Signature)

Approved: *lys* Date *10/2/2017*

PERSONNEL DIRECTOR

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(Signature)

Date: *10/3/2017*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Supervisor Dan Tothoroh/County Administrator/Water Department/County Counsel

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Owens Valley Groundwater Authority

DEPARTMENTAL RECOMMENDATION:

Staff recommends your Board:

1. Receive briefing regarding the inaugural meeting of the Owens Valley Groundwater Authority held on October 5, 2017;
2. Consider request of Owens Valley Groundwater Authority Board of Director that member agencies review and identify desired changes to the Joint Powers Agreement forming the OVGA, and confirm the Inyo County Board of Supervisors intention to review and consider possible changes to the Joint Powers Agreement only after the Owens Valley Groundwater Authority Board of Directors has been fully constituted by all Members indicating their respective funding commitments and voting shares allocated accordingly – probably in 2018;
3. Authorize and direct County staff to (a) continue to provide minimum level of staff support to the Owens Valley Groundwater Authority, at no charge to the OVGA, for and until the OVGA Board of Directors is fully constituted, and for no more than four (4) meetings of the OVGA and (b) once the OVGA Board is fully constituted with funding commitments confirmed and votes allocated, continue to provide staff support to the OVGA, reimbursed on a full cost recovery basis, until such time the OVGA enters into professional service agreements with member agencies to provide such staff services.

SUMMARY DISCUSSION:

As Supervisor Tothoroh reported to your Board during his Board Report last week, the inaugural meeting of the Owens Valley Groundwater Authority (OVGA) was held on October 5, 2017. At that meeting, the Big Pine CSD requested each of the OVGA directors to go back to their respective boards and ask them to review the Joint Powers Agreement and determine if they will request any changes to the Agreement. Additionally, the OVGA Board expressed its desire for Inyo County to continue to provide staff support to the OVGA. The next meeting of the OVGA is set for October 26, 2017. Supervisor Tothoroh and staff can elaborate on the October 5th OVGA meeting today.

In response to the requests made by the OVGA Board, staff makes the recommendations set-forth above.

Inyo County is currently providing staff support to the OVGA at no charge, and should continue to do so until the OVGA Board is fully constituted and can consider entering into contracts with member agencies or independent contractors to provide these staff services. However, since the County is providing this staff

support free of charge, it is prudent and fair that this support be limited to what is minimally required for the OVGA to operate and become fully constituted.

By *fully constituted* we mean that each member agency has made its funding commitment and voting shares have been allocated among members accordingly. For this to occur, the OVGA Board must approve the Groundwater Sustainability Plan Development Budget (GSPDB), and each member agency must make a legally binding commitment of its financial contribution toward the multiyear GSP Development Budget at the GSPDB Funding Meeting held immediately following the meeting at which the GSP Development Budget is adopted by the OVGA Board. Subsequent meetings may be required if, after all member agencies make their respective funding commitments, the decision by a Member or Members to be a Partial-Funding Member or Non-Funding Member, results in funding commitments being less than the outstanding amount of funding needed cover expenses in the GSP Development Budget (the "Funding Shortfall"). In this circumstance, any member agency making a binding commitment to be a Funding Member will have the equal opportunity to become an Extra-Funding Member by making an additional binding funding commitment toward the Funding Shortfall. This process of providing additional funding by Funding Members who choose to become Extra-Funding Members shall continue until the Funding Shortfall is reduced to zero (0) through additional binding contributions.

Until the OVGA Board is fully constituted in this manner and voting shares are established, Inyo County's uncompensated staff time should be limited to OVGA matters required to accomplish this. Such tasks include preparing meeting agenda materials associated with the GSP Development Budget and GSPDB Funding Meeting(s) and grant applications that have the potential to offset OVGA costs. Once the OVGA is fully constituted, with funding commitments made and votes allocated, it is reasonable that County staff continue to support the OVGA in a broader variety of assignments, on a full cost-recovery basis, until such time that the OVGA can consider and enter into contracts with member agencies and/or contractors for these staff services.

In addition to requiring an inordinate amount of County staff resources for which the County is not being compensated, the proposal to review the OVGA Joint Powers Agreement will delay the OVGA becoming fully constituted. The OVGA can hardly afford such delays if it is to fulfill its purpose of complying with the State Groundwater Sustainability Act. Furthermore, changes to the Agreement could drastically alter the benefits member agencies, including Inyo County, perceive from being part of the OVGA and result in agencies withdrawing from the Authority. Similarly, member withdrawal or other changes to the JPA structure could result in changes in funding mechanisms that, again, will delay actions necessary for the OVGA to be fully constituted. Since changing the Joint Powers Agreement requires an affirmative vote by the governing board of each member agency, your Board's indication today that it will not review or consider changes to the Agreement until after member agencies make their binding funding contributions and voting shares are allocated, will essentially moot the issue of considering specific changes to the Agreement.

ALTERNATIVES:

Your Board could choose not to authorize the ongoing provision of uncompensated staff time for minimal OVGA activities; authorize staff to support non-essential OVGA activities; and/or review and consider changes to the Joint Power Agreement, however, none of these alternatives are recommended for the reasons provided above which can be elaborated on during today's meeting.

OTHER AGENCY INVOLVEMENT:

Big Pine CSD, City of Bishop, County of Inyo, County of Mono, Eastern Sierra CSD, Indian Creek-Westridge CSD, Keeler CSD, Sierra Highlands CSD, Starlite CSD, Tri Valley Groundwater Management District, Wheeler Crest CSD

FINANCING:

The current provision of County staff support to the OVGA is funded exclusively by the County without reimbursement through a variety of budget units in the Fiscal Year 2017-2018 Board Approved Budget.

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 10-12-17

JOINT EXERCISE OF POWERS AGREEMENT

between the

BIG PINE COMMUNITY SERVICE DISTRICT

CITY OF BISHOP

COUNTY OF INYO

COUNTY OF MONO

EASTERN SIERRA COMMUNITY SERVICE DISTRICT

INDIAN CREEK-WESTRIDGE COMMUNITY SERVICE DISTRICT

KEELER COMMUNITY SERVICE DISTRICT

SIERRA HIGHLANDS COMMUNITY SERVICE DISTRICT

STARLITE COMMUNITY SERVICE DISTRICT

TRI-VALLEY WATER MANAGEMENT DISTRICT

and the

WHEELER CREST COMMUNITY SERVICE DISTRICT

creating the

**OWENS VALLEY
GROUNDWATER AUTHORITY**

WHEREAS, the Members intend the GSA created through the Authority to engage with any other GSA(s) formed within the Basin in order to either coordinate the creation of a single GSP, or to coordinate their respective GSPs as required by the SGMA; and

WHEREAS, the Members intend that the GSP created through this GSA, if possible, be coordinated with any groundwater management plan of other agencies that have lands overlying SGMA-exempt areas within the Basin; and

WHEREAS, through this Agreement the Members intend take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the Members, as follows:

ARTICLE I

CREATION AND OPERATION OF THE OWENS VALLEY GROUNDWATER AUTHORITY

1 CREATION OF THE AUTHORITY:

Upon adoption of this Agreement by two or more Members, pursuant to the Act and as authorized by the SGMA, there is hereby created a joint powers authority known as the Owens Valley Groundwater Authority ("Authority"). The Authority shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Within thirty (30) days of the adoption of this Agreement by two or more Members, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, the Board of Directors of the Authority shall file the statements required by and in accordance with Government Code Section 53051.

2 TERM: This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or when there are less than two Members remaining in the Authority; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Authority that was previously approved by the Board of Directors.

3 MEMBERSHIP:

3.1 MEMBERS. The Members of the Authority shall be the public agencies listed on the attached Exhibit "A" that have executed this Agreement by August 1, 2017, so long as their Membership has not been withdrawn or terminated pursuant to the provisions Article VI of this Agreement. If an eligible agency listed in Exhibit A has not executed this Agreement by August 1, 2017, they will lose their right to join through execution of this Agreement and their membership will be subject to the process for inclusion of new Members set forth in Section 3.2 below.

3.2 NEW MEMBERS.

The Board may approve an application for a new Member to join the Authority through a majority of the votes of the Board so long as: 1) the new Member is a local agency that is qualified to join the Authority as a GSA forming party under the provisions of SGMA and the Act; and, 2) the new Member agrees to or has met any other conditions that the Board may establish from time to time.

Once an application is deemed complete by the Board of Directors, the governing bodies for each of the Members shall be sent the application for their consideration and possible approval. For a new Member to be admitted the application must be unanimously approved by the Members acting through their governing bodies.

Upon a new Member joining the Authority pursuant to this section, said new Member and the Authority shall take all steps necessary to revise the Owens Valley GSA boundaries to incorporate any new areas of the Basin into the GSA's jurisdiction in a manner consistent with that contemplated by Article II Section 3.2 of this Agreement.

3.3 ASSOCIATES & INTERESTED PARTIES.

The participating Associates and Interested Parties shall be those entities participating in the GSA pursuant to Article V below.

4 GOVERNING BOARD:

4.1 BOARD DIRECTORS. The Authority shall be administered by a governing board. The governing board shall be called the "Board of Directors of the Authority," (hereafter referred to as the "Board of Directors"). The Board of Directors shall consist of members appointed as follows:

4.1.1 Member Appointments: Each Member's governing body shall appoint one Primary Director and one Alternate Director (sometimes individually referred to herein as a "Director"). The Alternate Director shall serve and assume the rights and duties of the Primary

Director when the Primary Director is unable to attend a Board of Directors meeting. The Primary and Alternate Directors for all Members shall be elected members of their governing bodies. Directors shall serve at the pleasure of the governing body appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Director shall hold office until their successor is selected by their governing body and the Authority has been notified of the succession.

4.1.2 *Associate & Interested Party Appointments*: Associates and Interested Parties shall make appointments as set forth in **Article V** of this Agreement.

5 **BOARD MEETINGS AND ACTIONS**: All meetings of the Board of Directors shall be public meetings noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). The Board of Directors may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for its meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.1 **INITIAL MEETING**. The initial meeting of the Board of Directors shall be held at a location overlying the Basin within forty five days (45) days of the Effective Date of this Agreement. At the initial meeting the Board of Directors shall establish a principal office for the Authority, which shall be located at a place overlying the Basin. The Board of Directors may change the principal office from time to time as it sees fit so long as that principal office remains at a location overlying the Basin.

5.2 **REGULAR MEETING SCHEDULE**. The Board of Directors shall establish a regular meeting time and place at the initial meeting of the Board. The Board of Directors may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin and within the jurisdictional boundaries of the Authority.

5.3 **SPECIAL MEETINGS**. Special meetings of the Board of Directors shall be conducted pursuant to California Government Code section 54956 and they may be called by the Chairperson, or by the concurrence of any two Primary Directors appointed by the Members.

5.4 **ADVISORY COMMITTEES**. The Board of Directors may from time to time establish advisory committees for the purpose of making recommendations to the Board of Directors on the various activities of the Authority. The establishment and dissolution of any committee and its duties shall require a majority of the votes of the Board of Directors and the activities of the committee shall be subject to the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). Committees shall exist for the term specified in the action creating the committee. A Committee may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for Committees of the Board

meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.5 QUORUM. A quorum of the Board of Directors shall consist of majority of the Directors. Notwithstanding the above, the Authority shall not conduct business at a meeting in the absence of a majority of Directors appointed by the Members participating in such a meeting, beyond the adjournment of a meeting by the remaining Board Members. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he/she participates in the meeting remotely as may be permitted by the Ralph M. Brown Act. Action taken by the Board of Directors shall require the affirmative vote of a majority of the voting shares on the Board of Directors, unless otherwise provided by this Agreement.

5.6 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30 unless otherwise changed by Resolution of the Board of Directors.

5.7 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the Board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, in a manner consistent with applicable law and this Agreement. Each Director and their respective governing bodies shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board Directors may amend or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures that are consistent with applicable law and this Agreement. The Executive Manager shall send to each Director and to all of their respective appointing authorities all Bylaw amendments promptly after adoption by the Board of Directors.

5.8 ADOPTION OF ANNUAL BUDGET: Except as provided for in Article II Section 4.1, the Board of Directors shall adopt the annual budget of the Authority on or before May 1, by a majority of the votes of the Directors appointed by the Members and Associates.

5.9 ANNUAL REPORT: By April 1 of each year, the Authority shall prepare an annual report of its operation, in a form determined by the Board of Directors.

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ARTICLE II

PURPOSE, POWERS AND DUTIES

1 **PURPOSE:** The purpose of this Agreement in creating the Authority is to provide for the joint exercise of powers common to the Members, including those additional powers granted by SGMA, to, among other things, cooperatively carry out the requirements of the SGMA, including, but not limited to, serving as the GSA for the Basin within the jurisdictional boundaries of the Authority-formed GSA and developing, adopting and implementing a GSP that achieves groundwater sustainability in the Basin.

2 **POWERS:** In accordance with California Government Code section 6509, the Authority's powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Inyo.

2.1 In order to carry out its purpose, the Authority shall possess the ability to exercise those powers granted by the Act and by the SGMA. Additionally, the Authority shall possess the ability to exercise the common powers of its Members related to the purposes of the Authority, including but not limited to the following:

2.1.1 To become the GSA for the Basin pursuant to the SGMA and in a manner consistent with Section 3.3 below;

2.1.2 To develop, adopt, and implement a GSP for the Basin pursuant to SGMA;

2.1.3 To provide all services necessary to operate the GSA and implement the GSP;

2.1.4 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and the adoption and implementation of the GSP;

2.1.5 To contract for the services of engineers, attorneys, planners, financial consultants, employees, agents and representatives, and/or to directly employ or appoint any such persons as it deems appropriate;

2.1.6 To collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin;

2.1.7 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations in connection with the operation, maintenance, administration and management of any facilities required to carry out these purposes;

2.1.8 To levy assessments, charges and fees as provided in SGMA;

2.1.9 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this provision does not extend to a Member's or Associate's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws;

2.1.10 To establish and administer water banking programs for the benefit of the Basin;

2.1.11 To establish and administer water recycling, recapturing or purifying programs for the benefit of the Basin;

2.1.12 To distribute water in exchange for the cessation or reduction of groundwater extractions;

2.1.13 To spread, sink, and inject water into the Basin;

2.1.14 To store, transport, recapture, recycle, purify, treat, or otherwise manage and control water for the beneficial use of persons and property within the Basin;

2.1.15 For the common benefit of the Basin, to store water within and outside of the Basin, to appropriate water and acquire water rights, to import water, and to conserve, or cause the conservation of, water within or outside of the Basin;

2.1.16 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority;

2.1.17 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Authority;

2.1.18 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Authority's name for the purposes of the Authority;

2.1.19 To acquire by negotiation or condemnation or any other lawful authority, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein;

2.1.20 To invest funds pursuant to California Government Code section 6509.5 or other applicable State Law;

2.1.21 To sue and be sued in its own name;

2.1.22 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement;

2.1.23 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Authority under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

2.2 WATER RIGHTS AND ADDITIONAL CONSIDERATIONS.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

2.3 PRESERVATION OF POLICE POWERS.

Nothing set forth in this Agreement shall be deemed to modify or otherwise limit a county's or city's police powers in any way or its authority to regulate groundwater under existing law or any amendment thereto.

3 NOTICES OF ADOPTION AND GSA REVISION AND FORMATION: The Authority and its Members shall have the following specific duties:

3.1 NOTICE TO MEMBERS. Within forty-eight hours after adoption of this Agreement by the governing board of a Member, said Member shall notify all other Members of said adoption of this Agreement.

3.2 NOTICE TO DWR BY AUTHORITY. As required by SGMA, the Authority shall file a notice with DWR of its intent to be the GSA for the portions of the Basin covered by the combined jurisdictional boundaries of all Members, excluding any portion of the Basin covered by a valid notice from another, non-Member local public agency if the failure to exclude would result in overlapping applications as contemplated by Water Code Section 10723.8(c). Notwithstanding the foregoing, the Authority may elect to include overlapping areas in a subsequent amended notice filed with DWR so long as that application does not substantially impair the ability of the Authority to fulfill its purpose while the application is pending.

3.3 NOTICE TO DWR BY MEMBERS. Within thirty (30) days of a public hearing held by the Authority pursuant to Water Code Section 10723.(b) where the Authority decides to become a GSA within the Basin, any Member that previously notified the California Department of Water Resources (DWR) of its intent to be a GSA in the Basin ("Original Notice") pursuant to Water Code Section 10728.3 shall formally notify DWR, in writing, of its intent to withdraw or rescind such notification in order to allow the Authority to become the exclusive GSA for the area of the Basin covered by that Original Notice ("Rescission Notice"). Said Rescission Notice shall be expressly contingent upon the Authority becoming the exclusive GSA for the areas of the Basin covered by the Original Notice.

4 GSP BUDGET, ADOPTION, AND MANAGEMENT AREAS:

4.1 GSP DEVELOPMENT BUDGET. Notwithstanding any provision herein to the contrary, within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority's initial budget for development of the GSP over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the "GSP Development Budget"). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions as discussed in Article IV below.

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

4.2 GSP ADOPTION, MODIFICATION, OR ALTERATION. The Board of Directors shall adopt a GSP for the area within the GSA formed by the Authority. The Board of Directors may modify or alter the GSP as necessary or appropriate.

4.3 GSP MANAGEMENT AREAS. To the extent permitted under SGMA, the GSP may provide for discrete areas within the GSA boundary in which the GSP is implemented and managed by at least one Member and/or Associate (a "GSP Management Area"). GSP Management Areas shall be created based on hydrological conditions (e.g. identifiable and logical sub-basins) that may or may not correspond to geopolitical boundaries. It is unlikely that a GSP Management Area will be restricted to any specific jurisdictional boundaries of a GSA Member and/or Associate. The creation of a GSP Management Area requires a majority of the votes of the Directors appointed by the Members and Associates. While Management Areas may provide for different requirements than other areas within the GSP, such requirements shall not conflict with the GSP. Unless otherwise agreed to by the Members, significant additional costs beyond the typical baseline costs for development and/or implementation of the GSP to the Basin as a whole that are attributable to the GSA activities within a GSP Management Area shall be borne by the Member(s), Associate(s), and Interested Party(s) that undertake(s) management of the GSP Management Area. Such entities that undertake management of a GSP Management Area shall determine how to allocate such additional costs amongst themselves.

ARTICLE III

OFFICERS AND STAFFING

1 CHAIR AND VICE-CHAIR: The Board of Directors shall annually elect a Chair and Vice-Chair from among the Members. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

2 TREASURER AND AUDITOR CONTROLLER: The County of Inyo shall serve as the Fiscal Agent and Treasurer for the Authority unless otherwise directed by a majority of the votes of the Board of Directors. The Fiscal Agent shall be responsible for all money of the Authority from whatever source, shall be the depository and have custody of the money of the Authority, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the Fiscal Year as designated by the Board. The cost for such services shall be actual costs, including reasonable overhead.

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3 EXECUTIVE MANAGER: The Board of Directors shall appoint an Executive Manager. The Executive Manager shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Manager so appointed may be an employee of a Member, an employee of the Authority, or an independent contractor. The cost for such services shall be actual costs, including reasonable overhead, as determined by a written agreement with the Authority therefor.

3.1 EXECUTIVE MANAGER POWERS and DUTIES. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

3.1.1 Consistent with Article II Section 4.1, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.

3.1.2 To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.

3.1.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.

3.1.4 To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.

3.1.5 To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.

3.1.6 To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.

3.1.7 On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.

3.1.8 To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.

3.1.9 To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.

3.1.10 To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

ARTICLE IV

MEMBER FUNDING AND VOTING

1 FUNDING CONTRIBUTION:

While funding of the Authority is expected to be shared equally between the Members, Members shall not be required to make a funding commitment prior to entering into this Agreement. Any funding contribution provided through sources other than Members shall reduce the contribution of the Members, pro-rated to their funding commitment for said budgets. All Members shall have an equal ability to provide funding toward the Authority's budgets.

1.1 MEMBER FUNDING OF THE GSP DEVELOPMENT BUDGET.

The Authority shall cause to be placed on the agenda of the Board meeting immediately following the meeting at which the GSP Development Budget is adopted (as required by Article II Section 4.1 above,) the matter of each Member's financial contribution commitment toward funding the multi-year GSP Development Budget. Said meeting shall be referred to herein as the "GSPDB Funding Meeting." Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget at the GSPDB Funding Meeting. The funding commitment made at the GSPDB Funding Meeting shall set the Member's maximum financial contribution to the GSP Development Budget. Members may continue this item to a later meeting so long as the continuance does not substantially impair the ability of the Authority to fulfill its purpose while the matter is pending.

The GSP Development Budget is expected to be reviewed and adjusted annually during the development of the GSP. Should the GSP Development Budget be subsequently modified by a majority of the votes of the Directors appointed by the Members and Associates in a manner that does not result in an increase to the dollar amount greater than the originally adopted GSP Development Budget, all funding commitments may be adjusted in a manner that maintains the Member's funding commitment as a percentage of the total GSP Development Budget. Should the GSP Development Budget be so modified in a manner that results in an increase to the dollar amount greater than the originally adopted GSP Development Budget, the Authority shall hold another GSPDB Funding Meeting at which the Directors appointed by Members shall determine how, if at all, a Member's and/or Associate's maximum contribution will increase. A Member unwilling or unable to fund its proportional share of the increase shall have its votes adjusted accordingly based on the formula in Article IV Section 2.1.3.

Members shall be classified as a "Funding Member," a "Partial-Funding Member," "Non-Funding Member" or an "Extra-Funding Member" as set forth immediately below.

1.1.1 *Funding Member*: Any Members that commit to funding $1/[\text{total number of Members}]$ of the GSP Development Budget shall be classified as a Funding Member. For example, if there are four Members at the time of the GSPDB Funding Meeting, then a Funding Member would commit itself to funding $1/4$ of the GSP Development Budget.

1.1.2 *Partial-Funding Member*: Any Member that commits to funding some amount less than $1/[\text{total number of Members}]$, but more than zero, shall be classified as a Partial-Funding Member.

1.1.3 *Non-Funding Member*: Any Members that do not commit to funding any portion of the GSP Development Budget shall be classified as a Non-Funding Member.

1.1.4 *Extra-Funding Member*: Any Members that commit to funding greater than $1/[\text{total number of Members}]$ of the GSP Development Budget shall be classified as an Extra-Funding Member.

1.2 MEMBER FUNDING LEVELS FOR ANNUAL BUDGETS. After the GSP is developed, the Authority will adopt Annual Budgets to implement the GSP and/or otherwise fund its operations. Any costs incurred in the operation of the GSA prior to adoption of the GSP shall be accounted for in the GSP Development Budget. The matter of each Member's funding contribution commitment toward funding of all non-GSP Development Budget annual budgets shall be placed on the agenda of the Board meeting immediately following the meeting at which the respective annual budget is adopted by the Board. Said meetings shall be referred to herein as the "Annual Budget Funding Meetings." Each Member shall make a legally binding commitment of its funding contribution toward said annual budgets at the Annual Budget Funding Meetings. Members shall then be (re-)classified in a manner consistent with the process set forth in Section 1.1 above.

1.3 EQUAL FUNDING OPPORTUNITY. For the purpose of determining voting shares, if, after all Members make their respective funding commitments, the decision by a Member or Members to be a Partial-Funding Member or Non-Funding Member, results in funding commitments being less than the outstanding amount of funding needed cover expenses in the GSP Development Budget (the "Funding Shortfall"), any Member making a binding commitment to be a Funding Member will have the equal opportunity to become an Extra-Funding Member by making an additional binding funding commitment toward the Funding Shortfall. This process of providing additional funding by Funding Members who choose to become Extra-Funding Members shall continue until the Funding Shortfall is reduced to zero (0) through additional binding contributions. In this manner, all Members who become Funding Members will have an equal opportunity to become Extra-Funding Members with equal standing in terms of voting shares.

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2 YOTES: The affirmative vote of a majority of the Board voting share shall be required for the approval of any Board action.

2.1 MEMBER VOTE SHARES. Each Member shall have the specific number of votes during said budget cycles as follows:

2.1.1 Funding Members shall each have four (4) votes.

2.1.2 Non-Funding Members shall each have two (2) votes.

2.1.3 Partial-Funding Members and Extra-Funding Members shall each have the following vote share:

$V = 2 + 2MC/B$ <ul style="list-style-type: none"> - V is the number of votes a Member has; - M is the number of Members; - C is the Members monetary contribution toward the total budget; and - B is the total budget.
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2.2 ASSOCIATE & INTERESTED PARTIES VOTE SHARES. Associates and Interested Parties shall have the specific number of votes during all budget cycles as provided for in Article V, provided, however, that in no event shall Members collectively have less than 70% of the total voting share of the Authority. Should the votes allocated to Associates and Interested Parties result in the Members receiving less than 70% of the total voting share of the Authority, the Members shall be allocated the number of additional votes that will equate to an aggregate 70% of the voting share of the Authority. Said additional votes shall be distributed to the Members consistent with their funding status.

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ARTICLE V

ASSOCIATES AND INTERESTED PARTIES

1 ASSOCIATES:

1.1 APPLICATION TO BECOME AN ASSOCIATE. It is the Authority's intention to include certain entities, to the extent allowed by law and approved by the Authority's Directors appointed by its Members, in the sustainable management of groundwater within the Basin. To that end, only Directors appointed by the Members may vote to approve an application from an entity requesting to participate as an Associate in the GSA and/or GSP as permitted by the Act, SGMA, this Agreement, and any by-laws adopted by the Authority. The application shall be on a form developed by the Authority and shall include substantially the same types of information required as if the entity was filing to become a GSA. In the event an application is deemed incomplete, the Authority shall notify the entity in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Associate status shall be consistent with the express requirements of this Agreement and subject to approval by the Directors appointed by the Members.

1.2 GENERAL REQUIREMENTS.

1.2.1 Eligibility. Generally speaking, Associate Board seats and corresponding voting powers are intended to be made available to federally recognized tribes within the Basin, a Federal Agency, the Los Angeles Department of Water and Power, and a limited number of mutual water companies representing themselves independently or in association with other mutual water companies. To be eligible to become an Associate of the Authority, the applicant must be eligible to "participate" in the GSA and/or GSP under SGMA and the Act. No Associate shall be another GSA, or part of another GSA by agreement, within the Basin.

1.2.2 Inclusion of new areas within the GSA. To the extent an entity applying for Associate membership owns and/or controls any areas of the Basin that are not within the Authority's GSA boundary and/or are exempt from the SGMA, the entity must have the authority, and shall agree, to subject any such areas to the Authority's jurisdiction, including, but not limited to, implementation of any GSP requirements, and funding the Authority's costs to implement the GSP within such areas, unless otherwise agreed to by a majority of the Members. Such areas may be designated as a Management Area pursuant to Article II Section 4.3.

1.3 SPECIAL REQUIREMENTS. The following special requirements are in addition to any general requirements:

1.3.1 Tribal Participation. Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin.

1.3.2 *Federal Agency Participation.* While there are multiple Federal Agencies potentially eligible to become an Associate, there shall be a maximum of one Associate Board seat available for those Federal Agencies collectively. If the Federal Agencies are unable to agree on which agency among them is best suited to be an Associate of the Authority those agencies shall file competing applications to become the federal Associate of the Authority.

1.3.3 *LADWP.* The Los Angeles Department of Water and Power's participation in the GSA as an Associate shall be conditioned on its providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members, and providing information deemed relevant to the preparation and implementation of the GSP. The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement.

1.3.4 *Mutual Water Companies.* While there are multiple mutual water companies and/or corporations regulated by the PUC (collectively referred to as "mutual water companies") potentially eligible to be an Associate, there shall be a maximum of three available Associate seats for those mutual water companies collectively. If the mutual water companies are unable to agree on which company(s) among them are best suited to be an Associate, those mutual water companies, or groups thereof, shall file competing applications to become an Associate of the Authority. Any such participation in the GSA as an Associate shall be conditioned on their providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members.

1.3.5 *Additional conditions.* Additional conditions required for Associates may be established by a majority of the votes of the Directors appointed by the Members.

1.4 ASSOCIATE BOARD APPOINTMENTS AND VOTES.

1.4.1 *In General.* All Associates shall appoint one Primary Director and one Alternate Director (sometimes referred to herein as a "Director") to the Board of Directors. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board of Directors meeting. Directors shall serve at the pleasure of the governing body appointing them and may be removed at any time, with or without cause, in the sole discretion of the Associate's governing body or equivalent thereof. Each Director shall hold office until his/her successor is selected by the Associate and the Authority has been notified of the succession in writing. Votes shall be allocated to Associates and available as follows:

1.4.2 *Tribes.* Each tribal Associate shall have two (2) votes.

1.4.3 *Federal Agency Votes.* The Federal Agency Associate shall have two (2) votes.

1.4.4 LADWP. The LADWP Associate shall have four (4) votes.

1.4.5 Mutual Water Companies. Each mutual water company Associate shall have two (2) votes.

2 INTERESTED PARTIES:

2.1 IN GENERAL. The Authority intends to allow other entities that are ineligible to become an Associate, or whose applications to become an Associate have been denied, or that choose not to be an Associate, to participate as an Interested Party as provided for by SGMA section 10727.8 and this Agreement. Those eligible to become an Interested Party are listed on Exhibit B to this Agreement, and shall not also be an Associate, or part of a group already represented on the Authority by an Associate. The Authority shall provide for four (4) seats on its Board of Directors held by representatives of Interested Parties. The (4) four Interested Parties' Director seats shall be selected by the Directors appointed by the Members. Each Director appointed as an Interested Party Director shall have one vote, except as otherwise specified herein.

2.2 APPLICATION TO BECOME AN INTERESTED PARTY. The application shall be on a form developed by the Authority. The application shall include substantially the same types of information required as if the entity was filing to become a GSA or as otherwise relevant to the applicant's interest in the Basin. In the event an application is deemed incomplete, the Authority shall notify the entity or individual in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Interested Party status shall be consistent with the express requirements of this Agreement and subject to approval by a majority of the votes of Directors appointed by the Members and Associates.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

1 WITHDRAWAL & TERMINATION:

1.1 WITHDRAWAL OF A MEMBER. A Member may not withdraw from this Agreement after conclusion of the GSPDB Funding Meeting until the GSP is approved for implementation. After the GSP is approved for implementation, any Member may withdraw from this Agreement upon written notice given (3) three months prior to the adoption of the next annual budget. Any such withdrawal shall not become effective until the later of the end of the fiscal year within which the withdrawal notice was provided or when a replacement GSP has been adopted and implemented for any areas that would otherwise become unmanaged by virtue of the Member's withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Authority. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal of any Member, and the Authority shall remain in operation provided that there are at least two Members remaining in this Agreement.

1.2 WITHDRAWAL OF ASSOCIATE. Any Associate may withdraw from this Agreement upon three months' written notice, effective the following fiscal year.

1.3 WITHDRAWAL OF INTERESTED PARTY. Any Interested Party may withdraw from participation one months' written notice.

1.4 DISPOSITION OF ASSETS UPON WITHDRAWAL. Any asset received or otherwise acquired by the Authority shall remain the Authority's asset upon withdrawal of any Member, Associate or Interested Party.

1.5 TERMINATION OF PARTICIPATION. The Directors appointed by Members may vote to terminate the formal participation of any Associate or Interested Party in their sole discretion. A majority of the Members may also terminate any other Member for cause including, but not limited to, the failure to meet its obligations as set forth in this Agreement or as otherwise may be required. In the event of a termination, this Agreement shall continue in full force and effect among the remaining members as set forth immediately below.

1.6 ONGOING OBLIGATIONS. Any withdrawal or termination of a Member, Associate, or Interested Party shall not relieve it of its financial obligations (including, but not limited to, indemnity obligations, capital costs, debt obligations, CalPERS unfunded Liability, or any net operations and maintenance costs resulting from such withdrawal) arising under this Agreement prior to the effective date of the withdrawal or termination.

2 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

3 **LIABILITY OF THE PARTIES:** No debt, liability, or obligation of any one Member, Associate, or Interested Party shall constitute the debt, liability, or obligation of any of the other Member, Associate, or Interested Party. The Authority created hereunder shall indemnify and hold harmless the Members, Associates, and Interested Parties, and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a Member, Associate, or Interested Party, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

4 **DISSOLUTION.** The Authority may be dissolved at any time upon the unanimous vote of the Directors appointed by the Members and approval of the Members' governing boards. However, the Authority shall not be dissolved until all debts and liabilities of the Authority have been eliminated. Upon dissolution of the Authority, each Member shall receive its proportionate share of any remaining assets after all Authority liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

5 **DESIGNATION OF SUCCESSOR OR ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Members. Any successor or assignee of a Member must be eligible to form a GSA as set forth by the SGMA at Water Code § 10723.6(a), must incur all responsibilities of the original Member under this Agreement and must be approved by a majority of the Board of Directors.

6 **SUCCESSOR ENTITY:** If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to this Agreement.

7 **NO SUCCESSOR ENTITY:** Upon termination of the Authority, with no successor entity, all assets and funds, including the proceeds of the sale of property, in the possession of the Authority after payment and/or satisfaction of all lawfully incurred

obligations of the Authority, shall be returned to the members in proportion to their contribution in a manner consistent with Section 1.4 above.

8 AMENDMENTS: This Agreement may only be amended by a written amendment approved by the governing bodies of all Members.

9 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

BIG PINE CSD	KEELER CSD
CITY OF BISHOP <i>Mark Telle</i> COUNTY OF INYO	SIERRA HIGHLANDS CSD
COUNTY OF MONO	SIERRA NORTH CSD
EASTERN SIERRA CSD	STARLITE CSD
INDIAN CREEK-WESTRIDGE CSD	TRI-VALLEY WATER MANAGEMENT DISTRICT
LONE PINE CSD	WHEELER CREST CSD

EXHIBIT A
POTENTIAL MEMBERS

- 1 BIG PINE CSD
- 2 CITY OF BISHOP
- 3 COUNTY OF INYO
- 4 COUNTY OF MONO
- 5 EASTERN SIERRA CSD
- 6 INDIAN CREEK-WESTRIDGE CSD
- 7 LONE PINE CSD
- 8 KEELER CSD
- 9 SIERRA HIGHLANDS CSD
- 10 SIERRA NORTH CSD
- 11 STARLITE CSD
- 12 TRI-VALLEY WATER MANAGEMENT DISTRICT
- 13 WHEELER CREST CSD

EXHIBIT B
POTENTIALLY ELIGIBLE INTERESTED PARTIES

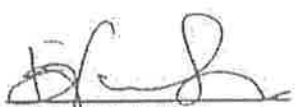
- 1 Agricultural Businesses
- 2 Disadvantaged Communities Not Already Represented
- 3 Domestic Well Owner Groups
- 4 Environmental Organizations
- 5 Environmental Users
- 6 Federal Agencies
- 7 Mutual Water Companies
- 8 Non-Agricultural Businesses with private wells
- 9 Public Water Systems
- 10 State Agencies
- 11 Tribes
- 12 Others as set forth in SGMA section 10727.8

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 BIG PINE CSD	_____ KEELER CSD
_____ CITY OF BISHOP	_____ SIERRA HIGHLANDS CSD
_____ COUNTY OF INYO	_____ SIERRA NORTH CSD
_____ COUNTY OF MONO	_____ STARLITE CSD
_____ EASTERN SIERRA CSD	_____ TRI-VALLEY WATER MANAGEMENT DISTRICT
_____ INDIAN CREEK-WESTRIDGE CSD	_____ WHEELER CREST CSD
_____ LONE PINE CSD	

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<u>CITY OF BISHOP</u>	<u>SIERRA HIGHLANDS CSD</u>
<u>COUNTY OF INYO</u>	<u>SIERRA NORTH CSD</u>
 <u>COUNTY OF MONO</u>	<u>STARLITE CSD</u>
<u>EASTERN SIERRA CSD</u>	<u>TRI-VALLEY WATER MANAGEMENT DISTRICT</u>
<u>INDIAN CREEK-WESTRIDGE CSD</u>	<u>WHEELER CREST CSD</u>
<u>LONE PINE CSD</u>	

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CITY OF BISHOP	SIERRA HIGHLANDS CSD
COUNTY OF INYO	SIERRA NORTH CSD
COUNTY OF MONO	STARLITE CSD
EASTERN SIERRA CSD <i>Ric Elias</i> <i>President</i> 7-11-2017	TRI-VALLEY WATER MANAGEMENT DISTRICT
INDIAN CREEK WESTRIDGE CSD	WHEELER CREST CSD
LONE PINE CSD	

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BIG PINE CSD	KEELER CSD
CITY OF BISHOP	<i>John D. Humphreys</i> SIERRA HIGHLANDS CSD
COUNTY OF INYO	SIERRA NORTH CSD
COUNTY OF MONO	STARLITE CSD
EASTERN SIERRA CSD	TRI-VALLEY WATER MANAGEMENT DISTRICT
INDIAN CREEK-WESTRIDGE CSD	WHEELER CREST CSD
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<u>CITY OF BISHOP</u>	<u>SIERRA HIGHLANDS CSD</u>
<u>COUNTY OF INYO</u>	<u>SIERRA NORTH CSD</u>
<u>COUNTY OF MONO</u>	<u>STARLITE CSD</u>
<u>EASTERN SIERRA CSD</u>	<u>TRI-VALLEY WATER MANAGEMENT DISTRICT</u>
<u>INDIAN CREEK-WESTRIDGE CSD</u>	 <u>WHEELER CREST CSD</u>
<u>LONE PINE CSD</u>	<i>CHAIRMAN,</i>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorder (SUD)

FOR THE BOARD MEETING OF: OCTOBER 17, 2017

SUBJECT: Ratification and approval of the Multi-Year contract with Department of Health Care Services for Drug Medi-Cal (DMC) services for substance use treatment for Fiscal Years 2017-2018 through 2019-2020.

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the three-year contract between the County of Inyo and the Department of Health Care Services for DMC services for substance use treatment for an annual amount of \$78,077, and a total contract amount not to exceed \$234,231, for the period beginning July 1, 2017 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign five (5) Standard Agreements (STD Form 213), one (1) Contractor Certification Clauses (CCC 04/2017) and one (1) California Civil Rights Laws Certification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The contract comes to your Board as an approval and ratification as it was received by the Department on September 20, 2017.

This is a standard contract between the County of Inyo and the Department of Health Care Services for DMS services for substance use treatment. The DMC funding has been separated from the Substance Use Disorder (SUD) funding received through the Substance Abuse Block Grant (SABG) for contracting purpose, a change from previous years. This is the State's standard multi-year contract process and the State will provide annual amendments to the contract reflecting any changes or redistribution of federal funds. The Department will bring the SUD contract before your Board for consideration once it is received from the State. The Department is respectfully requesting your Board approve and ratify the contract as requested and sign the required documents.

ALTERNATIVES:

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for DMC services for substance use treatment in the County of Inyo.



OTHER AGENCY INVOLVEMENT:

State of California – Health and Human Services Agency Department of Health Care Services

FINANCING:

Federal and 2011 Realignment Funds. This will be brought in as Revenue to the Substance Use Disorders Budget (045315) as Federal Other (4552).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved:  Date: <u>10/24/2017</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>10/3/2017</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/5/17
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213_DHCS (Rev. 06/16)

REGISTRATION NUMBER	AGREEMENT NUMBER
	17-94074

- This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	<small>(Also known as DHCS, CDHS, DHS or the State)</small>
Department of Health Care Services	
<small>CONTRACTOR'S NAME</small>	<small>(Also referred to as Contractor)</small>
County of Inyo	
- The term of this Agreement is: July 1, 2017
through June 30, 2020
- The maximum amount of this Agreement is: \$ 234,231
Two Hundred Thirty-Four Thousand, Two Hundred Thirty-One Dollars
- The parties agree to comply with the terms and condition of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A, Attachment I – Program Specifications	25 pages
Exhibit B – Budget Detail and Payment Provisions	13 pages
Exhibit B, Attachment I – Funding Amounts	1 page
Exhibit C * – General Terms and Conditions	GTC 04/2017
Exhibit D (F) – Special Terms and Conditions	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit F – Privacy and Information Security Provisions	28 pages
Exhibit F, Attachment I – Social Security Administration Agreement	101 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
County of Inyo		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Mark Tillemans, Board Chair, County of Inyo		
<small>ADDRESS</small>		
163 May Street Bishop, CA 93514		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
Department of Health Care Services		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Don Rodriguez, Chief, Contract Management Unit		
<small>ADDRESS</small>		
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4

**Exhibit A
Scope of Work**

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services shall be performed at applicable Drug Medi-Cal certified facilities in the County of Inyo.

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services Contract/Grant Manager: Alice Trujillo Telephone: (916) 327-2696 Fax: (916) 322-1176 Email: Alice.Trujillo@dhcs.ca.gov	County of Inyo Marilyn Mann, HHS Interim Director Telephone: (760) 873-3305 Fax: (760) 873-6505
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**Exhibit A
Scope of Work**

B. Direct all inquiries to:

Department of Health Care Services	County of Inyo
Department of Health Care Services SUD PPF - PSGMB Attention: Bianca Vega Mail Station Code 2624 P.O. Box 997413 Sacramento, CA, 95899-7777 Telephone: (916) 327-2702 Fax: (916) 323-1176 Email: Bianca.Vega@dhcs.ca.gov	Inyo Behavioral Health Care Services Attention: Marilyn Mann, HHS Interim Director 163 May Street Bishop, CA 93514 Telephone: (760) 873-3305 Fax: (760) 873-6505

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

6. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

**Exhibit A, Attachment I
Program Specifications**

Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

- A. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

Section 2: Covered Services

A. Covered Services

- 1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
 - a) Outpatient drug-free treatment
 - b) Narcotic replacement therapy
 - c) Naltrexone treatment
 - d) Intensive Outpatient Treatment
 - e) Perinatal Residential Substance Abuse Services (excluding room and board)
- 2. In accordance with W&I Code, Section 14124.22, in addition to Narcotic Treatment Program (NTP) services, an NTP provider that is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those

**Exhibit A, Attachment I
Program Specifications**

plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a NTP provider may be provided within the Medi-Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- a) Medical treatment visits
- b) Diagnostic blood, urine, and X-rays
- c) Psychological and psychiatric tests and services
- d) Quantitative blood and urine toxicology assays
- e) Medical supplies

An NTP provider, enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women and (2) youth under age 21 who are eligible under the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Program.
 - a) If DMC services are provided to minor consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.
 - a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

**Exhibit A, Attachment I
Program Specifications**

- b) Contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.
 3. The failure of the Contractor, or its subcontractors, to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit A, Attachment I, Part II, Section B, shall apply.

C. Payment for Services

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation Funds (FFP) and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify Contractor and allow Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of DHCS, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for DMC services and surrender its authority to function as the administrator of covered services in its service area.
4. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

**Exhibit A, Attachment I
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1. DHCS will certify eligible providers to participate in the DMC program.
2. DHCS shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites.
3. The Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
 - a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - b) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
 - c) Minimum Quality Treatment Standards, (Document 2F(a))
 - d) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq
 - e) Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor must ensure that a new DMC certification application is submitted to PED reflecting the change.
6. Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor must notify DHCS Program Support and Grants Management Branch by e-mail at DHCSMPF@dhcs.ca.gov within two business days of learning of the revocation, suspension, modification, or non-renewal.
 - a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

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Program Specifications**

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. DHCS may allow the provider to continue delivering covered services to beneficiaries at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code, Sections 14043.37, 14043.4, and 14043.7.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

DHCS shall monitor the Contractor's operations for compliance with the provisions of this Contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as DHCS deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Postservice Postpayment Utilization Reviews

- a) After the DMC services have been rendered and paid, DHCS shall conduct Postservice Postpayment (PSPP) Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations and program coverage after services are rendered and the claim paid.
- b) DHCS shall issue the PSPP report to the Contractor with a copy to any subcontracted DMC provider. The Contractor shall be responsible for ensuring their subcontracted providers and county-run program's deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.
- c) DHCS shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the provider shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval prior to submission to DHCS for final approval.

**Exhibit A, Attachment I
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i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, shall be corrected and the entity that provided the services shall submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report.

1) The plan shall:

- a. Address each demand for recovery of payment and/or programmatic deficiency
- b. Provide a specific description of how the deficiency shall be corrected
- c. Specify the date of implementation of the corrective action
- d. Identify who will be responsible for correction and who will be responsible for on-going compliance

2) DHCS will provide written approval of the CAP to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.

If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). DHCS shall inform the Contractor when funds will be withheld.

- d) Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.
- e) DHCS shall monitor the subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.
- f) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medical requirements are met.
- g) Contractor shall assure that subcontractor sites keep a record of the clients/patients being treated at each location. Contractor shall retain client records for a minimum of

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three years after the completion of the final settlement process. When an audit by the Federal Government or DHCS has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

- a) Contractor shall ensure subcontractors receive training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS's SUD Program, Policy and Fiscal Division (SUD PPF) or the Contractor. Documented attendance of annual trainings offered by DHCS shall suffice to meet the requirements of this provision. Contractor shall report compliance to DHCS' e-mail address SUDCOUNTYREPORTS@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process.
- b) Contractor may request additional technical assistance or training from SUD PPF on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:
 - a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.
 - b) Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to DHCS's Performance Management Branch at:

Substance Use Disorders Program, Policy and Fiscal Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413:

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Review reports shall be provided to DHCS within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PPF.

- c) Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all

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treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

- d) Contractor must monitor and attest compliance and/or completion by providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) of this Exhibit as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049, as identified in this section, by Contractor must be accomplished within the timeline specified in the approved CAP, as noted by DHCS.
- e) Contractor shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

- a) Contractor shall ensure that all subcontractors receive training on the requirements of Title 22 regulations and DMC requirements at least annually. Documented attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A)(3) of this Contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider that surrenders its certification or closes its facility must be reported by the Contractor to DHCSMPF@dhcs.ca.gov within two business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' County Monitoring Unit within two business days of notification or discovery.

4. Program Complaints

- a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to the SUD Compliance Division, Complaints Unit within two business days of receipt as follows.

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DMC Complaints are to be submitted to:

Department of Health Care Services
Substance Use Disorder Services
P.O. Box 997413
MS# 2601
Sacramento, CA 95899-7413

Fax form to: (916) 440-5094
Call the Hotline Phone Toll-Free: (800) 822-6222

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- b) Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS's e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two business days of completion.

5. Record Retention

- a) Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14124.1 and 42 CFR Section 433.32, and 22 CCR Section 51341.1.

6. Subcontract Termination

- a) Contractor shall notify their assigned DHCS' County Monitoring Unit analyst through e-mail of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two business days.

7. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to Contractor for the provision of services, and/or termination of this Contract for cause.

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- b) Failure to comply with monitoring requirements shall result in:
- i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.
 - 1) The CAP shall include:
 - a. A statement of the deficiency
 - b. A list of action steps to be taken to correct the deficiency
 - c. Target date for implementation of each corrective action
 - d. Who will be responsible for correction and ongoing compliance
 - ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
 - iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and 42 CFR Section 455.23. Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

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Part II - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of this Contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services this Contract shall be null and void.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use

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any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

F. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a

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DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

G. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

I. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

K. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

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3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
 4. Age Discrimination in Employment Act (29 CFR Part 1625).
 5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
 6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
 12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
- L. State Law Requirements:
1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
 2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
 3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
 4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
 5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

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M. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

N. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a) Materials explaining services available to the public
 - b) Language assistance
 - c) Language interpreter and translation services
 - d) Video remote language interpreting services

O. Subcontract Provisions

Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

P. Participation of County Behavioral Health Director's Association of California.

The County Alcohol and Other Drug (AOD) Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

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Part III – Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor submits any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Year-End Cost Settlement Reports

Pursuant to W&I Code, Section 14124.24 (g) (1) Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted providers, by paper or electronic format, as prescribed by DHCS, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

B. Drug Medi-Cal Claims and Reports

Contractors or providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS's DMC Provider Billing Manual (Document 2G).

Contractors and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in DHCS' DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. Contractor shall submit the "Certified Expenditure" form, reflecting either: (1) the approved amount of the 837P claim file, after the claims have been adjudicated or (2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit the SHCS Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) to DHCS for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by DHCS:

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- (a) Multiple Billing Override Certification (MC 6700), Document 2K.
- (b) Good Cause Certification (6065A), Document 2L(a).
- (c) Good Cause Certification (6065B), Document 2L(b).

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in this section above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I, Part I, Section 4, any of the Contractor's skilled professional medical and personnel directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d) (2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

1. Contractor shall contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass DHCS re-certification prior to submitting data from a new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

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4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

D. CalOMS-Tx General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx, and or meet other CalOMS-Tx data compliance requirements, Contractor shall report the problem in writing by secure, encrypted email to: DHCS by e-mail at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.
2. If DHCS experiences system or service failure, an extension equal to the number of business days will be granted for Contractor data submission.
3. Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

**Exhibit A, Attachment I
Program Specifications**

In instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent, which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by DHCS.

2. Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
 3. Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
 4. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted email to: DHCS by e-mail at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by DHCS. A grace period of up to sixty days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).
 5. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
 6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.
- F. Failure to meet required reporting requirements shall result in:
1. DHCS shall issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.
 2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

**Exhibit A, Attachment I
Program Specifications**

Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or authorized by the County Board of Supervisors to administer SUD programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered SUD treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per Government Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- H. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- I. **"Key points of contact"** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.
- J. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- K. **"Modality"** means those necessary overall general service activities to provide SUD services as described in Division 10.5 of the HSC.
- L. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.

**Exhibit A, Attachment I
Program Specifications**

- M. **"Revenue"** means Contractor's income from sources other than DHCS allocation.
- N. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- O. **"Service Element"** is the specific type of service performed within the more general service modalities.
- P. **"State"** means the Department of Health Care Services or DHCS.
- Q. **"Utilization"** means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, CCR Title 9, and/or CCR Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. **"Certified Provider"** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by the DHCS to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code, Section 14124.24, and California's Medicaid State Plan.
- F. **"Direct Provider Contract"** means a contract established between the DHCS and a DMC certified provider entered into pursuant to this Agreement for the provision of DMC services.
- G. **"Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.

**Exhibit A, Attachment I
Program Specifications**

- H. **"Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the DMC program upon DHCS issuance of a DMC certification termination notice.
- I. **"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.
- J. **"Federal Financial Participation (FFP)"** means the share of Federal Medicaid funds for reimbursement of DMC services.
- K. **"Medical Necessity"** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- L. **"Minor Consent DMC Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- M. **"Narcotic Treatment Program"** means an outpatient clinic licensed by DHCS to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- N. **"Payment Suspension"** means the DMC certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- O. **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services, services access (i.e., provision or arrangement of transportation to and from medically necessary treatment), education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant, and coordination of ancillary services (Title 22, Section 51341.1(c) (4)).
- P. **"Postpartum"**, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- Q. **"Post Service Post Payment (PSPP) Utilization Review"** means the review for program compliance and medical necessity conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 (k)).
- R. **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.
- S. **"Provider Certification"** means the provider must be certified by the Provider Enrollment Division of DHCS in order to participate in the Medi-Cal program.

**Exhibit A, Attachment I
Program Specifications**

- T. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with CCR, Title 22, Section 51000.30-Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Change in Location.
- U. **"Re-certification"** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- V. **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by DHCS, they are subject to change through the regulation process. The SMA for FY 2017-18 is listed in the "Unit of Service" table in Exhibit B, Part 2, Section 2.
- W. **"Subcontract"** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- X. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.
- Y. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I
Program Specifications**

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx
- Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>
- Document 2F(a): Minimum Quality Treatment Standards for DMC
- Document 2G: Drug Medi-Cal Billing Manual
http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.pdf
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement
- Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook

**Exhibit A, Attachment I
Program Specifications**

- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3S: CalOMS Treatment Data Compliance Standards

[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Data Compliance%20Standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Data_Cmpliance%20Standards%202014.pdf)
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards

<http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlID=53>
- Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
- Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
- Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A: Confidentiality Agreement

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>County of Inyo</i>		<i>95-6005445</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	<i>Inyo</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> <i>County of Inyo</i>	<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> 	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Inyo, California



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Caltrans Sustainable Transportation Planning Grant

RECOMMENDATION: Review the Grant Application Guide for Caltrans Sustainable Transportation Planning Fiscal Year 2017-2018 Sustainable Communities Grant from the SB 1-*The Road Repair and Accountability Act*, provide input, and authorize staff to submit a grant application.

SUMMARY DISCUSSION: Consider submittal of the Caltrans Sustainable Communities Grant to study the section of U.S. 395 currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) would include both 1) the portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Staff asks for your Board's approval to study the ways in which the communities of Olancha and Cartago can re-invent themselves once a majority of the current US 395 traffic has moved out of the community.

Caltrans supports a Sustainable Transportation Planning Grants program to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. Applications are now being accepted for the 2017-18 cycle (see attached),¹ giving the County an opportunity to fund studies that harmonize the Sustainable Communities Grant with the stated goals of the Inyo County Transportation Commission and General Plan. This Grant may compliment future grant applications, such as SB-5 (California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018), which could provide funding for the creation and/or maintenance of recreational areas and trails within the County and the region.

The OBCS would evaluate revisions to speed limits, multi-modal opportunities, zoning and general plan designations, and economic development opportunities that link recreational activities to previously established transportation goals set by Inyo County. The Inyo County Regional Transportation Plan-2015 (Inyo RTP) assessed transportation and land use integration and stated that the County, with its high volume of significant recreation tourism, should prioritize investments that focus on multimodal access improvements, such as improvements to bicycle, pedestrian and transit services.² The Inyo RTP comments specifically on incorporating more non-motorized transportation features into the roads and highways, illustrating a need to enhance bicycle and pedestrian facilities for recreationalists, tourists, and residents. It notes that wider bike lanes, shoulders and paths will greatly increase safety in the region while way-finding signage, sidewalks and connections between communities and trailheads will improve the overall experience for residents and visitors.³ Planning "best practices" emphasize that a more continuous non-motorized transportation network would induce Inyo County residents to walk or bike for recreation,

¹ Refer also to <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

² Inyo County Transportation Commission, *Inyo 2015 Regional Transportation Plan* (Tahoe City: LSC Transportation Consultants, 2015), 25.

³ *Ibid.*, 60.

everyday errands, or social engagements.⁴ The above mentioned active transportation improvements conform to the performance measures used to assess the County's Transportation System Improvement goals. Specifically, the grant-funded OBCS would analyze ways to improve (1) *Accessibility*- the number of options available to travel from point A to point B, and, the number of travel options to a state highway for a resident of an outlying community (2) *Safety and Security*- reductions in vehicle, bicycle and pedestrian conflicts and (3) *Multi-modal Enhancement*- projects that integrate safer, non-motorized travel and more alternatives to local residents.⁵ These actions would support the Goals and Policies set forth in the Inyo RTP, including Policies 2.1.4. (Plan Comprehensive Transportation System), 4.1.2. (Transportation Grants), 5.1.2. (Bikeway System in the Region), as well as Goal 5 (Encourage and Promote Greater Use of Active Means of Personal Transportation in the Region).⁶ These improvements also facilitate the transportation needs of low income individuals and families in Inyo County. A Demographics and Economics review noted that roughly 6.2% of households in the County had no vehicle available to them and therefore required ESTA, family or friends for transportation needs. Furthermore, the review noted that residents throughout the Owens Valley have fewer resources available to them and therefore are generally more dependent on alternative modes of transportation, such as transit, bicycling, or walking.⁷

The County has adopted a strategy that focuses on these localized multimodal alternatives, which include walking and cycling. It has been demonstrated that once residents know that there is a safe and easy method of getting to their destination, without their private vehicle, they are more likely to choose alternate modes of transportation.⁸ This is a significant transportation *accessibility* factor for the residents of Olancha/Cartago and it provides an opportunity to consider integrating such multimodal options into their community. The Inyo County Local Transportation Commission (LTC) funded an Active Transportation Plan (ATP-2015) that designed several bicycle facilities, as part of the Inyo County Collaborative Bikeways Plan, to better integrate the communities along the U.S. 395 corridor.⁹ The 2015-ATP cited data for the number of daily trips, *for all trip purposes*, throughout the county. It was estimated that of Inyo County's 24 million annual trips, 964,300 of those trips were made by bicycle.¹⁰ The 2015-ATP observes that multiple studies indicate that the level of increase in bicycle commute rates depends heavily on (a) the level of connectivity between facilities and (b) the level of promotion of the new facilities; however, although Inyo County has relatively centralized rural communities, these areas lack connectivity.¹¹ The ATP concludes the discussion by stating that with proper connectivity and promotion, as proposed in the ATP and the Collaborative Bikeways Plan, the County can assume that bicycle commute mode share will increase significantly as a result of these improvement projects. It estimates that bicycle mode share in Inyo County will increase by 50 percent as a result of plan implementation. The OBCS would provide an excellent opportunity for the County to test new strategies as it implements these previously planned transportation goals and projects.

Therefore, staff recommends applying for a Sustainable Communities Grant in order to conduct the OBCS, or similar concept, for the entire bypassed area of the Olancha community. The overarching goals of the State's grant to (1) increase accessibility (2) increase safety for active transportation users, and (3) decrease serious injuries while promoting physical activity through transportation means, are in keeping with the goals and policies of the County's General Plan and Regional Transportation Plan. If additional resources

⁴Ibid, 48.

⁵Ibid, 72-76

⁶Ibid, 62-66

⁷Ibid, 60.

⁸Ibid, 56.

⁹Inyo County Local Transportation Commission, *Inyo County 2015 Active Transportation Plan* (Tahoe City: LSC Transportation Consultants, 2016), 27.

¹⁰Ibid, 34.

¹¹Ibid, 37.

become available, work programs could be coordinated to develop a more comprehensive Specific Plan for the corridor.

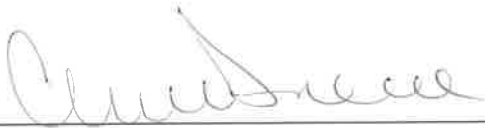
ALTERNATIVES: The Board could direct staff to not proceed with the grant application – this is not recommended due to the opportunity presented.

OTHER AGENCY INVOLVEMENT: None immediately; potential participants in the OBCS include other County Departments, the Inyo LTC, Caltrans, the Lone Pine Paiute Tribe and other tribal entities, the City of Los Angeles Department of Water and Power, the BLM, the local community and interested stakeholders, among others.

FINANCING: General fund resources are utilized to monitor and apply for this type of grant funding. The grant requires an 11.47-percent match, which may be in-kind (including Staff time as a cash match). Staff believes that the Planning Department can absorb this over the two-year period, and plans to work with Partners to assist absorbing these costs. Staff also intends to ask the Inyo County LTC to provide a \$10,000 cash match to supplement the match requirements.

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

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



Date: 10/5/17

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the Fiscal Year 2017-18 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough Introduction to describe the project and project area demographics.
- Have a thorough and accurate narrative description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- Include project implementation/next steps.
- NOT include environmental, complex design, engineering work, and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

SCOPE OF WORK: OLANCHA BYPASS CORRIDOR STUDY

INTRODUCTION: The Olancha Bypass Corridor Study (OBCS), near the communities of Cartago and Olancha, proposed by the County of Inyo, will provide a conceptual multi-modal planning foundation that facilitates greater community cohesion through alternative transportation options. The OBCS will be used to evaluate how different transportation concepts, in particular for bicycle and pedestrian modes in the context of Complete Street features, can enhance the vision of the community. The County will gather community input via interactive community meetings and workshops, as well as input from interested stakeholders. Consultation is expected to occur between the County and other public and community stakeholders to plan a vision from 1) the current intersection of U.S. 395 and SR 190, extending northward to just past Cartago (the section to be relinquished to the County) and 2) the portion of U.S. 395 from its intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. This will ultimately result in an increase in active transportation for the communities within the OBCS area, raising the level of accessibility, enhancing safety, and promoting healthy lives through physical activity on the transportation system generally. The OBCS is primarily funded through the State's SB-1 grant program, which funds studies that aim to create a more integrative and multi-modal transportation system. The Study will contain conceptual design and implementation strategies only; once the Study is complete, it will lead to implementation and development.

The below scope of work reflects the anticipated process and deliverables for the OBCS.

RESPONSIBLE PARTIES: Inyo County may procure a consulting firm to assist in this work. A consulting firm has not yet been selected, and the proper procurement procedures will be used through a competitive Request for Proposal (RFP) process. It is anticipated that a consultant can be procured to complete the scope of work within the identified budget.

OVERALL PROJECT OBJECTIVES:

- Reduce pollution, Green House Gas emissions, and encourage healthy lifestyles
- Develop context sensitive complete-street design for the Olancha Bypass Corridor Study that enhances accessibility of the local transportation system using multimodal opportunities
- Reduce reliance on single-occupancy vehicles
- Encourage economic development
- Protect environmental and cultural resources
- Explore options for linking multimodal transportation with other recreational activities in the area and the region

1. Project Initiation

The purpose of this task is to procure a consultant with expertise in corridor planning and kickoff the project.

Task 1.1 Procure Consultants

The County will procure a consultant to prepare the Study and undertake related technical studies. An RFP will be developed and issued per standard County requirements, and a consultant will be selected to complete the scope of work.

Task 1.2 Kickoff Meeting

The County will conduct a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. If possible, the consultant will be included.

- **Responsible Party: Inyo County/Consultant**

Task	Deliverable
1.1	<i>RFP, Draft Contract/Staff Report, Final Contract</i>
1.2	<i>Meeting materials, summary</i>

2. Study Concept

The purpose of this task is to explore concepts for the project to begin developing the OBCS.

Task 2.1 Community Workshop

The County will work with the consultant to identify community members and collect their input. Talking points will be developed to solicit opinions about the OBCS area, identify opportunities and constraints, and begin visioning.

Task 2.2 Stakeholder Interviews

The County will work with the consultant to identify interested stakeholders and collect their input. Talking points will be developed to solicit opinions about the OBCS area, address existing data and data needs, and identify opportunities and constraints.

Task 2.3 Preliminary Research

The consultant will research the various available reports and identify important data needs to begin developing field observations. The results will be summarized in a report that will be shared with the County in draft form for input prior to finalizing.

Task 2.4 Opportunities/Constraints Memorandum

The consultant will prepare an opportunities and constraints memorandum based on the preliminary research and stakeholder interviews. The memo will be shared with the County in draft form for input prior to finalizing.

Task 2.5 OBCS Concept Memorandum

Based on the previous tasks, the consultant will develop various plan concepts and alternatives to begin soliciting input regarding various approaches to scope, design, financing, and implementation. The memo will be shared with the County in draft form for input prior to finalizing.

Task 2.6 Community Workshops

Based on the previous tasks, the County and consultant will conduct workshops with members of the community and interested stakeholders to review the OBCS Concept, and to provide further visioning goals in order to move forward with the OBCS development. The consultant will summarize the results of the workshops in a report.

- **Responsible Party: Inyo County/Consultant/Partners**

Task	Deliverable
2.1	<i>Stakeholder List, Talking Points, Summary Report</i>
2.2	<i>Research Report</i>
2.3	<i>OBCS Concept Memorandum</i>
2.4	<i>Meeting Materials, Summary Report</i>

3. Draft Study

The Purpose of this task is to develop the Draft OBCS and undertake public review.

Task 3.1 Administrative Draft OBCS

The consultant will develop an Administrative Draft OBCS for review by County staff. It is anticipated that brief planning-level technical studies may be necessary for engineering, transportation/transit, cultural resources and other issues identified previously, which will also be provided at this stage.

Task 3.2 Draft OBCS

The consultant will develop the public-review Draft OBCS for review by the County, community members and interested stakeholders, incorporating input on the Administrative Draft OBCS and related technical studies.

Task 3.3 Community Workshops

Community Workshops will be conducted by the County, with the consultant's assistance, to solicit input regarding the Draft OBCS. The County will review what community members and

stakeholders have expressed in terms of their desired vision for the bypassed area, including perceived opportunities and constraints. The County will gather input on the design of the OBCS thus far and continue visioning.

Task 3.4 Boards/Commissions

The County, with the assistance of the consultant, will share the Draft OBCS and the results of the public meetings with Planning Commission and Board of Supervisors to solicit input. The consultant will prepare a report summarizing the input.

- **Responsible Party: Inyo County, Consultant**

Task	Deliverable
3.1	<i>First Administrative Draft OBCS, Technical Studies</i>
3.2	<i>Draft OBCS, Updated Technical Reports</i>
3.3	<i>Meeting Materials, Summary Report</i>
3.4	<i>Staff Reports, Summary Report</i>

4. Final Study

The purpose of this task is to develop the Final OBCS.

Task 4.1 Administrative Final OBCS

The consultant will develop an Administrative Final OBCS for review by County staff. The Administrative Final OBCS will include a discrete implementation strategy, as well as financing and implementation methods (including potentially phasing).

Task 4.2 Public Draft Final OBCS

The consultant will develop the public-review Draft Final OBCS for review by the County, incorporating input on the Administrative Draft OBCS.

Task 4.3 Public Meeting

A public meeting will be conducted by the County, with consultant’s assistance, to solicit input from community members regarding the final OBCS design. The County will collect feedback from community members on the look and design of the study to ensure the public’s input has been internalized in the Draft Final OBCS.

Task 4.4 Boards/Commissions

The County, with the assistance of the consultant, will share the Draft Final OBCS and the results of the public meeting with the Planning Commission and Board of Supervisors to solicit input. The consultant will prepare a report summarizing the input.

Task 4.5 Final OBCS

The purpose of this task is to finalize the OBCS so that it is ready for implementation.

- Responsible Party: Inyo County, Consultant

Task	Deliverables
4.1	<i>Administrative Final OBCS</i>
4.2	<i>Public Draft Final OBCS</i>
4.3	<i>Public Meeting</i>
4.4	<i>Boards/Commissions</i>
4.5	<i>Final Study</i>

5. Staff Meetings, Invoicing, Reporting

The purpose of this task is to coordinate project implementation

Task 5.1 Meetings

Monthly project team meetings with consultants, to ensure communication on upcoming tasks and to keep the project on time and within budget, will be coordinated. Caltrans staff will be invited to the project team meetings.

Task 5.2 Invoicing/Reporting

Invoicing and reporting will be provided per Caltrans' requirements.

- Responsible Party: Inyo County; Consultant; Partners

Task	Deliverable
5.1	<i>Meeting Summaries</i>
5.2	<i>Invoices, Required Reports</i>

California Department of Transportation
Sustainable Transportation Planning Grants
Fiscal Year 2017-2018

PROJECT TIMELINE (Template)

Task Number	Project Title	Fund Source					Grantee												Deliverable										
		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	Fiscal Year 2017/18			FY 2018/19			FY 2019/20																
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Project Initiation																													
1.1	Procure Consultants	County/Consultant	\$3,000																										
1.2	Kick-off Meeting	County/Consultant	\$7,000																										
Study Concept																													
2.1	Community Workshop-O&C	Co/Consult/Community	\$10,000																										
2.2	Stakeholder Interviews-O&C	County/Consultant	\$10,000																										
2.3	Preliminary Research	County/Consultant	\$15,000																										
2.4	Opp/Constraints Memorandum	County/Consultant	\$15,000																										
2.5	Study Concept Memorandum	County/Consultant	\$16,000																										
2.6	Community Workshop-Concept/Visioning	Co/Consult/Community	\$20,000																										
Draft Study																													
3.1	Administrative Draft Study	County/Consultant	\$60,000																										
3.2	Draft Study	County/Consultant	\$15,000																										
3.3	Community Workshop-Issues ID'd, Design input	Co/Consult/Community	\$13,000																										
3.4	Boards/Commissions	County/Partners/Consult	\$24,000																										
Final Study																													
4.1	Administrative Draft Study-Implementation Strategy	County/Consultant	\$15,000																										
4.2	Public Draft Final Study	County/Consultant	\$10,000																										
4.3	Public Meeting-Final Design	Co/Consult/Community	\$24,000																										
4.4	Board Commissions	County/Consultant	\$24,000																										
4.5	Final Study	County/Consultant	\$14,000																										
Staff Meetings, Invoicing, Reporting																													
5.1	Meetings	County/Consultant	\$18,000																										
5.2	Invoicing/Reporting	County/Consultant	\$10,000																										
TOTALS			#####	\$0	\$0																								

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: _____%

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 19

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Request to fill vacant Custodian I or II

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for Custodian I or II exists in the Building and Maintenance Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply;
- C) Approve the hiring of one Custodian I or II (depending on experience) at Range 50 (\$2,804 - \$3,410) or Range 54 (\$3,074- \$3,739) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy has been created by the a separation of one Custodian. We are requesting that this position be filled from an open recruitment. It is important to fill this position to maintain the current workload and keep up with all the county buildings. Given the level of staffing, we are requesting an open recruitment. We are concerned about the delay that would occur if there are no qualified internal applicants.

ALTERNATIVES:

1. The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services.

OTHER AGENCY INVOLVEMENT:

Personnel Department for recruitment
 Auditor.

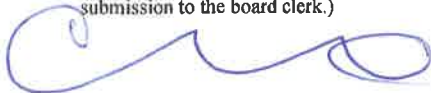
FINANCING:

The funding for this position will be 100% Building & Maintenance (011100)

APPROVALS

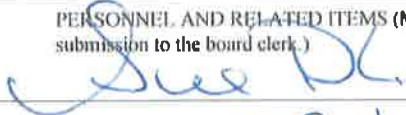
COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: _____ Date _____

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



Approved: yes Date 10/5/2017

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



Approved: ✓ Date 10/5/17

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



Date: 10/5/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 20

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

FROM: County Administrator/Personnel

FOR THE BOARD MEETING OF: **October 17, 2017**

SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve : A) Contract between the County of Inyo and Kathe Barton for the provision of personal services as the Environmental Health Director at a monthly salary of \$8,585.00, effective October 19, 2017 and authorize the Chairperson to sign. B) Approve Resolution 2017-_____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 207, which outlines all the terms and condition of employment.

ALTERNATIVES:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel

FINANCING:

This position will be budgeted in FY 2017/18 Environmental Health Budget

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/10/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/11/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>10/10/17</u>

DEPARTMENT HEAD SIGNATURE: Kevin Cavanchio Date: 10/10/17
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND KATHE BARTON
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

INTRODUCTION

WHEREAS, Kathe Barton (hereinafter referred to as "Department Head") has been duly appointed as Environmental Health Director for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Department Head desire to set forth the manner and means by which Department Head will be compensated for performance of duties;

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head 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 the Department Head under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from October 19, 2017 until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. County shall reimburse Department Head for the travel expenses and per diem which Department Head 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 Department Head 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 Department Head without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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. Department Head will be paid in the same manner and on the same schedule of frequency as other County Department Heads and employees.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement. Further, during the term of this Agreement, Department Head 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. The County will pay the cost of the licenses, certificates, and permits necessary for Department Head to perform duties as a Registered Environmental Health Specialist (REHS). All other licenses, certificates, and permits will be procured and maintained in force by Department Head at no expense to the County. Department Head will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. 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 Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Department Head 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 Department Head 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.

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Environmental Health Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

In the event the Department Head 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 Department Head harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head ninety (90) days written notice of such intent to terminate.

Department Head 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 Department Head. County has relied upon the skills, knowledge, experience, and training of Department Head as an inducement to enter into this Agreement. Department Head shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Department Head agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Department Head 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 Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that she 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head 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 Department Head 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	
County Administrator _____	Department
P.O. Drawer N _____	Mailing Address
Independence, CA 93526 _____	City and State

Department Head:	
Kathe Barton _____	Name
206 Coyote Road _____	Street
Bishop, CA 93514 _____	City and State

19. 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 KATHE BARTON
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2017

COUNTY OF INYO

DEPARTMENT HEAD

By: _____

By: Kathe Barton
Print or Type Name

Dated: _____

Kathe Barton
Signature

Dated: 10/10/17

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND KATHE BARTON
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: October 19, 2017 **TO:** Termination

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Environmental Health Director attached hereto.



THE COUNTY OF INYO

INVITES APPLICATIONS FOR

**DIRECTOR,
ENVIRONMENTAL HEALTH
SERVICES**



FINAL APPLICATION FILING DATE:

Open Until Filled



THE POSITION

The Director of Environmental Health Services is responsible to the Board of Supervisors for managing and directing all aspects of the Department of Environmental Health Services. The Department of Environmental Health Services' programs include food sanitation, community water supply systems, well construction, County-operated water testing laboratory, on-site wastewater disposal, hazardous waste management and integrated waste management regulations, and recreational health.

NATURE OF WORK

Plans, directs, manages, and oversees the functions, operations, and programs of the Department; ensures the effective and reasonable enforcement of laws and regulations pertaining to environmental health and related programs; oversees and participates in the development and implementation of departmental goals, objectives, policies, and priorities; assesses and recommends solutions to complex problems affecting departmental operations and functions; selects, directs, supervises, trains, and evaluates staff; develops and administers assigned budgets, prepares budget requests, and controls expenditures; confers with local and State officials regarding environmental health issues; represents the Department to the public, community organizations, and other governmental agencies; makes decisions regarding enforcement of departmental programs; conducts public information activities; oversees the preparation of and prepares reports and presentations on assigned functions and activities; maintains contact with the press and community organizations; interprets program policy in handling situations involving the public; conducts compliance inspections and field work; establishes and maintains effective working relationships with others; other related

duties as required.

THE IDEAL CANDIDATE

Important qualifications will include the ability to develop and maintain a close working relationship with the Board of Supervisors and other department heads; strong communication skills; and an ability to relate well to the public, management, and employees at all levels. In addition, the successful candidate must:

- ◇ Be professional and highly ethical;
- ◇ Be a leader and team player;
- ◇ Be result oriented and proactive;
- ◇ Be fiscally responsible;
- ◇ Have effective presentation skills;
- ◇ Be approachable;
- ◇ Be willing to take reasonable risks;
- ◇ Implement Board decisions promptly as if they were his/her own;
- ◇ Keep the Board fully and regularly informed;
- ◇ Be able to work effectively with the media;
- ◇ Be a "quick study" capable of becoming highly productive immediately;
- ◇ Be a team player and good listener;
- ◇ Provide excellent customer service.

Has the Skills to:

Plan, direct, manage, and oversee the programs, functions, and operations of the department; formulate and implement Countywide inspection and enforcement programs; supervise, train, and evaluate the work of assigned staff; develop and prepare an assigned budget and control expenditures; prepare and present accurate and comprehensive reports and recommendations; analyze problems, identify alternative solutions,

project consequences of proposed actions, and implement recommendations in support of goals; interpret, apply, and explain policies, procedures, laws, and regulations pertaining to assigned programs and functions; effectively represent the Department of Environmental Health Services programs to the public, community organizations, and other governmental agencies; promote and maintain positive public relations and possess above-average oral and written communication skills.

Has the Knowledge of:

Operational characteristics and functions of an environmental health program; principles and techniques of management and program administration; principles and practices of environmental quality control, public health, and sanitation; pertinent Federal, State, and local laws, codes and regulations; functions and operations of governmental agencies concerned with environmental quality control; proper inspection and investigative methods and procedures; principles and practices of budget development, preparation and expenditure control; principles and practices of supervision, training, and performance evaluation.

Has the Physical Ability to:

Drive a motor vehicle for prolonged periods of time; work out-of-doors in the elements with extremes in exposure to heat, sun, cold, wind, and blowing dust; stand, walk, or crouch; climb and descend stairs and ladders; lift and move objects weighing up to 75 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment; continuous contact with staff and the public.

Can meet these Special Requirements:

Must possess a valid Class C operator's license issued by the State Department of Motor Vehicles; must successfully complete an extensive pre-employment background investigation and physical examination.

EMPLOYMENT STANDARDS

Must possess a Bachelor's degree from an accredited college or university with major coursework in environmental health or a closely related field (a Master's degree is desirable), plus a valid certificate of registration as an Environmental Health specialist issued by the California Department of Health Services, with a minimum of five years of experience in environmental health investigation, inspection, and enforcement work, including a minimum of two years in a supervisory capacity.

SALARY AND BENEFITS

SALARY:

\$96,000-\$120,000/year

(Above salary is paid over 26 pay periods annually.)

BENEFITS:

- ◇ CalPERS Retirement System:
Classic Employees (certain current or recently employed CalPERS members and members of other retirement systems with CalPERS reciprocity, who enrolled in such systems prior to January 1, 2013) 2% at 55 – Inyo County pays the employee contribution rate toward retirement.
- PEPRA Employees** (new CalPERS members hired after January 1, 2013) 2% at 62. Employees will be required to pay employee contribution toward retirement.
- ◇ Inyo County pays a portion (currently 80%) of employee and dependent monthly premium on CalPERS medical plans.
- ◇ 100% of employee and dependent monthly premium paid for dental and vision.
- ◇ \$20,000 term life insurance policy on employee.
- ◇ Retiree health care benefits.
- ◇ Vacation—10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year.
- ◇ Sick leave—15 days per year.
- ◇ Flex (personal days)—5 days per fiscal year.
- ◇ Paid holidays—11 per year.



APPLICATION

Applicants may write or call for an application at Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526, (760) 878-0377. Application information is also available at the Inyo County website, www.inyocounty.us.

This recruitment will remain open until position has been filled. Applicants must apply on the Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form, but will not serve as a substitute for a completed application. Incomplete applications will not be processed. **It is not acceptable to complete the application with statements such as "See/Refer to Resume".**

SELECTION

Candidates must clearly demonstrate through their application materials that they meet all employment standards outlined. All properly completed applications will be reviewed and the most appropriately qualified individuals will be invited to continue in the selection process.

Examination for the position may consist of a written, performance, or oral exam(s) to evaluate the applicant's skill, training, experience, and qualifications for the position. The final hiring selection will be made by the Board of Supervisors.

Conflict of interest: Persons hired as a result of this recruitment must file a Conflict of Interest Statement within thirty (30) days of employment.

ABOUT INYO COUNTY

Inyo County is the ultimate destination for those who appreciate the outdoors. The County contains one of the most spectacular mountain ranges (Sierra Nevada) and one of the most spectacular desert areas (Death Valley) in the United States. It contains one National Park and borders two others. What it lacks in large population centers, it more than makes up for in recreational opportunities.

Inyo County is the second largest county in California, with a size of 6,490,200 acres, over 10,000 square miles. Included in this large area is a population base of approximately 17,945. Inyo County is a rural county that is proud of its excellent schools and family environment.

The City of Bishop is the only incorporated city in the County and the Bishop area has a population of approximately 12,000. There are several smaller unincorporated towns throughout Inyo County. Inyo County has been called the "outdoor adventure capital of the world".

RECREATIONAL OPPORTUNITIES

- ◇ Downhill and Back Country Skiing at Mammoth/June Mountain resorts
- ◇ Cross Country Skiing
- ◇ Day-Hiking/Backpacking/Camping—Sierra Nevada & Great Basin
- ◇ Fishing and Hunting—Wild Trout Fishing, Deer, Fowl, etc.
- ◇ Four-Wheel Drive Exploration—Great Basin and Death Valley
- ◇ Horseback Riding—Clubs and Wilderness Trails
- ◇ Running, Biking, and Swimming
- ◇ Mountaineering, Rock Climbing
- ◇ Boating & Water Skiing

EDUCATIONAL/CULTURAL OPPORTUNITIES

- ◇ Cerro Coso Community College
- ◇ Geology of the Great Basin—Classes & Field Trips
- ◇ White Mountain Research Station, University of California
- ◇ Owens Valley Radio Observatory, Cal Tech
- ◇ Aboriginal Cultural History
- ◇ Inyo Council for the Arts
- ◇ Music Clubs, Cowboy Poetry Readings
- ◇ Eastern Calif. Museum, Independence
- ◇ Laws Railroad Museum

LOCAL EVENTS

- ◇ Mule Days
- ◇ Tri-County Fair
- ◇ 49er Encampment in Death Valley
- ◇ 4th of July in Independence
- ◇ Millpond Music Festival
- ◇ Lone Pine Film Festival

WEATHER-WATER-AIR

- ◇ Four Seasons Enjoyment
- ◇ Excellent Air Quality
- ◇ Abundant Streams, Lakes, & Hot Springs

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND KATHE BARTON
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: October 19, 2017

TO: Termination

SCHEDULE OF FEES:

1. Department Head shall be paid Eight Thousand, Eight hundred fifty eight Dollars (\$8,585) per month, for the identified salary range, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Department Head shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.
3. Department Head is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND KATHE BARTON
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY DEPARTMENT HEAD**

TERM:

FROM: October 19 , 2017

TO: Termination

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer 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. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\\ NOTHING FOLLOWS\\\\

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	July 13, 2017 thru July 11, 2018
Ag Comm/Weights and Measures	\$ 8,877.00
County Administrator	\$ 14,290.00
County Counsel	\$ 15,132.00
Child Support Director	\$ 9,848.00
Environmental Health Director	\$ 8,585.00
Water Director	\$ 10,524.00
Health and Human Services Director	\$ 11,121.00
Planning Director	\$ 8,585.00
Chief Probation Officer	\$ 10,181.00
Public Works Director	\$11,728.00

Appointed Officers	July 12, 2017 and on
Ag Comm/Weights and Measures	\$ 9,055.00
County Administrator	\$ 14,576.00
County Counsel	\$ 15,435.00
Child Support Director	\$ 10,045.00
Environmental Health Director	\$8,757.00
Water Director	\$ 10,734.00
Health and Human Services Director	\$ 11,343.00
Planning Director	\$8,757.00
Chief Probation Officer	\$ 10,385.00
Public Works Director	\$ 11,963.00

PASSED AND ADOPTED this 17th of October 2017 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest: Kevin Carunchio
Clerk of the Board

Chairperson Inyo County Board of Supervisors

BY: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

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

FROM: County Administrator

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: County's Response to the 2016-2017 Grand Jury Report

DEPARTMENTAL RECOMMENDATION:

Request Board approve the report to the Honorable Dean Stout, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2016-2017 Grand Jury Final Report and authorize the County Administrator to sign the transmittal letter.

SUMMARY DISCUSSION:

The Inyo County Grand Jury has issued its 2016-2017 Grand Jury Final Report which was served on the County on August 7, 2017. The County's response is due within 90 days, no later than November 5, 2017. As in the past, your Board's response is organized in a manner that ensures all findings and recommendations requiring a response by the County, through the Board of Supervisors, have been addressed in the manner required by law.

Section 933.05 of the Penal Code identifies how the County responds to the Grand Jury reports. The Board of Supervisors, as the governing body, responds to all items under its control, i.e., Juvenile Hall, Jail, etc. Every elected County officer also has a responsibility under the Code to provide comment, if requested by the Grand Jury, to the Presiding Judge of the Superior Court, with an information copy being sent to the Board of Supervisors. The Sheriff and Clerk-Recorder-Registrar of Voters have responded and each forwarded a copy of their individual responses to the Board of Supervisors; copies are attached.

As in years past, this year's County response is limited to only those items required by State Statute to be responded to by the Board of Supervisors.

ALTERNATIVES:

The Board of Supervisors is responsible for providing Inyo County's response to the Grand Jury Report and as such your Board can direct Staff to change any one or all of the responses.

OTHER AGENCY INVOLVEMENT:

The draft County responses to the Fiscal Year 2016-2017 Grand Jury Final Report were prepared based on input from County departments with responsibility for topics covered in the report.

FINANCING:

There is no fiscal impact associated with this report.

APPROVALS

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

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



Date: 10-12-17

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

September 12, 2017

Inyo County Grand Jury
c/o Honorable Dean T. Stout, Presiding Judge
Inyo County Superior Court
PO Drawer U
Independence, CA 93526

Dear Members,

First, I would like to take this opportunity to thank you for your service as members of the Grand Jury. I recently received your Final Report for the Inyo County Sheriff's Office/ County Jail Inspection Report. My responses to your recommendations and commendations are as follows:

F1: The concrete floor in the intake area is heavily stained.

Response: Agree. The staff and inmate work crews will be working on that area to remove stains.

F2: The walk-around deck in the control tower is without a continuous guardrail or warning stripes.

Response: Agree. We will order paint and place warning stripes around the area.

F3: The control panel in the tower is outdated and replacement parts are hard to acquire or locate. A new panel could cost upward of \$500,000.

Response: Agree. Once funding is secured we will go out to bid and replace the equipment.

F4: Staff stated that the facility lacked enough isolation/segregation cells.

Response: Agree. However, there would have to be a facility remodel which would be expensive and intrusive. We will look at state grants through BSCC for funding, and if identified will have the facility evaluated.

F5: Printer table in the booking room area has sharp edges, which pose a hazard to both staff and incoming prisoners.

Response: Agree. We will put in a work order to mitigate the issue.

F6: Response time can have an effect on the evaluation of the mental state of a subject at the time of booking and incarceration.

Response: We have been and are currently working with County Mental Health on this issue. We have seen improvement; however, more is needed and the Sheriff's Office and Health and Human Services are working on solutions.

In closing, I want to again thank you for your service. If you have any questions or need further information please contact me or my staff.

Sincerely,

A handwritten signature in blue ink, appearing to read "William R. Lutze".

William R. Lutze, Sheriff

**INYO COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS
RESPONSES TO THE
2016-2016 INYO COUNTY GRAND JURY REPORT**

REPORT ON 2016 ELECTION DAY

I would like to thank the 2016-2017 Grand Jury for their service as Election Observers during the 2016 election year in Inyo County. Below are responses to the Grand Jury's specific findings and recommendations.

FINDINGS:

1. Signage outside of polling places was present.

Response: **Agree**

2. Polling place accessibility was adequate.

Response: **Agree**

3. The Clerk-Recorder/Registrar of Voters and staff have very carefully and logically preplanned elections procedures.

Response: **Agree**

4. The Clerk/Recorder/Registrar of Voters and staff have provided training for the volunteer poll workers and volunteer ballot counters.

Response: **Agree**

5. The volunteer poll workers and volunteer ballot counters were very enthusiastic, dedicated and well trained.

Response: **Agree**

6. The poll workers maintained the security of completed ballots.

Response: **Agree**

7. The Clerk-Recorder has the vision to provide better and quicker services to County residents and to provide more outreach, including training to all levels of authorized government and special districts.

Response: **Agree**

FILED

AUG 11 2017

**INYO CO. CLERK
KAMMI FOOTE, CLERK**

8. Replacement of the circa 2000 computers, circa 2005 ballot counting scanners and other associated election hardware and software are priorities.

Response: **Agree**

RECOMMENDATIONS

1. The ICGJ recommends that the Clerk-Recorder/Registrar of Voters re-examine polling place signage to ensure that voters can easily find their polling places while driving. The Inyo County Road Department could consider procurement of mobile changeable message displays similar to those utilized by Caltrans. In addition to a variety of informational uses through the year, these could be placed near polling places to assist new voters. It is also recommended that all election mailings from the Clerk-Recorder/Registrar of Voters include polling place physical addresses.

Response: **This recommendation will be implemented within the range of my authority**

- a) I will re-examine polling place signage as suggested and thank and appreciate the ICGJ for the recommendation.
 - b) I will discuss procurement options for mobile signage with the Inyo County Road Department, but I do not have the authority to compel the Inyo County Road Department to purchase the specific signage in the recommendation. However, I will make the commitment to explore options to increase signage, within the range of my authority, which will ensure that voters can easily find their polling places while driving.
 - c) I will include the physical addresses of polling places in all future election mailings, regarding where to vote in Inyo County.
2. Since inclement weather can be expected on November election days, the ICGJ recommends that polling place accessibility be re-examined by the Clerk-Recorder & Registrar of Voters and by Public Works to ensure that all voters can easily and safely enter and exit their polling place.

Response: **This recommendation will be implemented within the range of my authority**

I thank the ICGJ for the recommendation and will take steps, within the range of my authority, to re-examine ways to ensure that all voters can easily and safely enter and exit their polling places in Inyo County, especially during inclement weather.

Both the Clerk-Recorder/Registrar of Voters & the Assistant Clerk-Recorder/Registrar of Voters have attended Help America Vote Act (HAVA) Polling Place Accessibility Training Programs, sponsored by the California Secretary of State and have taken steps in the past to secure HAVA grants to purchase items to make polling places, including the

path of travel, entrances, exits and voting areas of each polling facility accessible to all voters in Inyo County. If any member of the ICGJ or the general public has specific concerns regarding accessibility of any polling places in Inyo County, I encourage them to contact the Inyo County Elections office so that we may address those specific concerns.

3. The ICGJ recommends that consideration be given to establishing another staff position in the office to enable the Clerk-Recorder to provide better and quicker service to County residents and to provide more outreach, including training.

Response: This recommendation is outside of the range of my authority.

While I thank and appreciate the ICGJ for this recommendation, it is outside of the range of my authority to establish authorized staffing within the Department. I am currently seeking funding to support a change in the authorized staffing within the Clerk-Recorder-Elections departments, to remove one Office Clerk II and add one Office Technician. I believe that this change in authorizing staffing will help provide better and quicker service to County residents and will allow for more outreach, including training.

The Clerk-Recorder-Elections office is made up of three separate county departments, overseen by a single elected official. From 1998 until December 2014, the Clerk-Recorder-Elections department had three full-time staff members managed by an elected department head. This staffing level amounted to one person per department, with the oversight of an elected official. Prior to 1998, the County Clerk also oversaw the management of the Court Clerks; consequently the authorized strength was significantly higher for the Clerk-Recorder-Elections offices.

Acknowledging the fiscal realities that have been facing Inyo County and in recognition of budget redesign efforts, the County Administrative office identified a potential savings to Inyo County by sharing a position between the Clerk-Recorder-Elections' and Assessor's offices in anticipation of an Office Technician III retiring from the Assessor's department in January 2015, and an Office Technician II participating in the Voluntary Separation Incentive Program in December 2014 from the Clerk-Recorder-Elections department.

Although the Clerk-Recorder-Elections office was optimistic that a shared position would increase operational efficiencies without negatively impacting the department, the shared position turned out to be impractical and unsustainable. The shared position was eliminated through the budget process in 2015 and was replaced with a B-Par Office Clerk.

The Clerk-Recorder-Elections office operated with reduced staff from December 2014 – May 2016. In May 2016 the Inyo County Board of Supervisors authorized the elimination of one B-Par Office Clerk and the addition of one Office Clerk II, which restored the authorized staffing to pre-December 2014 levels. However, the position of Office II has been vacant since May 2017.

Employees in the Clerk-Recorder-Elections office must be proficient in six unique software systems and must be able to perform confidential tasks. Employees in this office also handle the receipt and accounting of over \$270,000 dollars on a fiscal year basis. Due to the specialized nature of the work, it takes a minimum of 1-2 years to train an employee to be adept in all three disciplines.

Contributing to the difficulty of constantly training new employees, the Clerk-Recorder-Elections office must remain open and staffed for the public, even during employee meetings and training, because pursuant to Government Code §27361.4 (b), the Inyo County Board of Supervisors has passed a resolution allowing the Clerk-Recorder-Elections office to collect an additional fee of one dollar (\$1) for filing every instrument, paper, or notice for record provided the county recorder's office is open for business every business day, during posted hours, except for legal holidays.

After the presidential election in 2000, the way in which counties conduct elections has come under increased complexity and scrutiny. The Registrar of Voters is responsible to make sure that all of the ever-changing election laws are strictly followed. An error by the elections department could result in a candidate being disqualified from running for office, a disenfranchised voter or a contest being left off a ballot completely. These errors cannot be remedied except through legal action.

The County Recorder is obligated to record legal documents that are used to determine the ownership of property. If an unlawful, improperly completed or fraudulent document is recorded it could result in clouded title and/or litigation.

With the specialized skill-set required to fulfill the duties in the Clerk-Recorder-Elections department, it has been difficult to recruit employees to fill positions long-term. Although the recommendation of establishing an additional staff person would significantly help the Department avoid reduced services and significant exposure to liability, I believe that taking into consideration the current fiscal situation in Inyo County, the most cost effective and prudent way that the Inyo County Board of Supervisors could assist the Clerk-Recorder-Elections' office to recruit, hire and maintain skilled long-term staff, would be to authorize the removal of one Office Clerk II and add one Office Technician to the Clerk-Recorder-Elections department.

4. The ICGJ recommends that the Inyo County Board of Supervisors fund the replacement of the circa 2000 computers, circa 2005 ballot counting scanners and other associated election hardware and software with modern, upgradeable technology.

Response: This recommendation is outside of the range of my authority

I thank and appreciate the ICGJ for this recommendation to fund the replacement of the circa 2000 computers, circa 2005 ballot counting scanners and other associated election hardware and software with modern, upgradeable technology. Per the Inyo County Purchasing Policy, any purchase over the amount of \$10,000 must be approved by the

Inyo County Board of Supervisors. Although it is outside of the range of my authority to authorize funding over the amount of \$10,000, the Clerk-Recorder/Registrar and Voters, the County Administrative Officer and the Inyo County Board of Supervisors have collectively taken significant steps towards the replacement of outdated elections technology, including:

- a) Establishing an Elections Innovation Fund in the 2014-2015 Fiscal Year Budget, which currently has a fund balance of \$216,353. This fund is set aside specifically for the purpose of updating outdated election technology.
- b) Issuing a Request for Proposal for a New Voting System on June 1, 2017. It is anticipated that a successful proposer will be announced by October 1, 2017.

I would like to personally thank the 2016-2017 Inyo County Grand Jury for volunteering to serve on this important civil oversight body and for your recommendations to improve the management of operations in local government.

Sincerely,



Kammi Foote

Inyo County Clerk-Recorder/Registrar of Voters



BOARD OF SUPERVISORS COUNTY OF INYO

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

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

KEVIN CARUNCHIO
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

October 17, 2017

The Honorable Dean T. Stout
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2016-2017 Grand Jury Final Report

Dear Judge Stout:

On behalf of the Board of Supervisors and all County departments and the County as a whole, I would like to take this opportunity to thank the members of the 2016-2017 Grand Jury for their conscientious and thorough work in preparing the 2016-2017 Grand Jury Final Report. It is a thoughtful and well-written report, and the extra effort put into its preparation is further evidence of the dutiful approach adopted by the 2016-2017 Grand Jury. As always, the County appreciates these dedicated citizens' commitment to trying to affect positive and constructive improvements to the way our local governments function.

Enclosed is the County of Inyo's response to the Report. As with the County's responses to Final Grand Jury Reports in years past, this response follows Penal Code Sections 933.05(a) and 933.05(b) (copy included). The County's response is limited to only those items required by State Statute and in the format prescribed by law, which, as you know, provides the County with very little literary license. As a result of the County's need to tailor its response to comply with narrow legal constraints, the County's responses may sometimes convey an unintentionally terse tone due solely to the limited choice of phrased responses the law permits the County to select when responding to sometimes complex and nuanced findings and recommendations. Again, this is largely unavoidable due to the constraints of the State Statute and the County certainly means no disrespect to the Grand Jury in providing its response.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts to identify ways in which the County may improve its operations in support of our efforts to provide quality services to our community.

Sincerely,

Kevin D. Carunchio
County Administrator

cc: Inyo County Board of Supervisors

California Penal Code Section 933.05 (a), (b) and (c)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.



**County of Inyo
Response
to 2016-2017 Final
Grand Jury Report**

October 17, 2017

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Inyo County Board of Supervisors

- | | |
|----------------|------------|
| Dan Totheroh | District 1 |
| Jeff Griffiths | District 2 |
| Rick Pucci | District 3 |
| Mark Tillemans | District 4 |
| Matt Kingsley | District 5 |

County Administrative Officer/Clerk of the Board: Kevin Carunchio
Assistant Clerk of the Board: Darcy Ellis

The Board of Supervisors meets every Tuesday, with some exceptions, at 8:30 a.m. in the Board of Supervisors Room at the County Administrative Center, 224 N. Edwards St., Independence, CA. Correspondence may be sent to the Board at: P.O. Drawer N, Independence, CA 93526, or c/o the Assistant Clerk of the Board at dellis@inyocounty.us. Agendas and minutes may be found at: http://www.inyocounty.us/Board_of_Supervisors/.

2016 Election Day

Inyo County Clerk-Recorder-Registrar of Voters P.O. Drawer F Independence, CA 93526

“During September 2016, the Inyo County Grand Jury received an invitation from the Inyo County Clerk-Recorder-Registrar of Voters to serve as members of the Election Observer Panel on Election Day, November 8, 2016. Three jurors agreed to serve as Election Observers and visited all of the Inyo County polling places on Election Day.”

--pg. 18, Fiscal Year 2016-2017 Inyo County Grand Jury Final Report

FINDINGS

FINDING 1: “Signage outside of the polling places was present.”

COUNTY RESPONSE: Agree.

FINDING 2: “Polling place accessibility was adequate.”

COUNTY RESPONSE: Agree.

FINDING 3: “The Clerk-Recorder-Registrar of Voters and staff have very carefully and logically pre-planned election procedures.”

COUNTY RESPONSE: Agree.

FINDING 4: “The Clerk-Recorder-Registrar of Voters and staff have provided training for the volunteer poll workers and volunteer ballot counters.”

COUNTY RESPONSE: Agree.

FINDING 5: “The volunteer poll workers and volunteer ballot counters were enthusiastic, dedicated and well trained.”

COUNTY RESPONSE: Agree.

FINDING 6: “The poll workers maintained the security of completed ballots.”

COUNTY RESPONSE: Agree.

FINDING 7: “The Clerk-Recorder has the vision to provide better and quicker service to County residents and to provide more outreach, including training to all levels of authorized government and special districts.”

COUNTY RESPONSE: Agree. The Clerk-Recorder-Registrar of Voters confirms that this is her vision for the Elections Department.

FINDING 8: “Replacement of the circa 2000 computers, circa 2005 ballot counting scanners and other associated election hardware and software are priorities.”

COUNTY RESPONSE: Agree. The Board of Supervisors has prioritized the replacement of this equipment in both policy and budgetary actions.

RECOMMENDATIONS

RECOMMENDATION 1: “The ICGJ recommends that the Clerk-Recorder-Registrar of Voters re-examine polling place signage to ensure that voters can easily find their polling places while driving. The Inyo County Road Department could consider procurement of mobile changeable message displays similar to those utilized by Caltrans. In addition to a variety of informational uses throughout the year, these could be placed near polling places to assist new voters. It is also recommended that all elected related mailings from the Clerk-Recorder-Registrar of Voters include polling place physical addresses.”

COUNTY RESPONSE: *To the extent the recommendation addresses a budgetary or personnel matter under the decision-making authority of the Board of Supervisors, it will not be implemented because it is not warranted or reasonable.* The duly elected Clerk-Recorder-Registrar of Voters has indicated she will follow through on this recommendation, and although the Board has no authority to assign this task, it does principally support the Clerk-Recorder-Registrar of Voters’ commitment to efforts to make the voting process easier and more transparent for the residents of Inyo County, and provides funding through the budget for these efforts.

Regarding mobile changeable message displays similar to those utilized by Caltrans, such hydraulic trailer-mounted message boards cost approximately \$30,000 each, plus operations and maintenance costs. There may be an opportunity to procure one or two of these signs for emergency services operations, in which case it might be possible to deploy these signs for civic purposes like identifying polling places; but it is unlikely the County could afford enough signs to stage one at every polling location. With regard to the recommendation that the signs be purchased and operated by the Inyo County Road Department, the Board of Supervisors notes that the County is generally prohibited from using Road Department funds and resources for non-road activities without reimbursing the Road Fund for these costs at considerable added administrative expense. Inyo County’s polling places – the Tri-County Fairgrounds in Bishop, Big Pine Town Hall in Big Pine, the Courthouse in Independence, and Statham Hall in Lone Pine – are prominent community gathering spots that with minimal research even on the part of new voters should not be difficult to find. At this time, the Board of Supervisors cannot justify the expense of either a single or multiple hydraulic trailer-mounted message boards to help guide voters to these locations, or the use of staff time toward procuring, staging, operating, and maintaining these machines. This would be a particularly unwise investment in light of possible actions by the Board to convert Inyo County to a vote-by-mail county per Senate Bill 450. The conversion requires at least one ballot drop-off location for every 15,000 registered voters, and allows every voter in the County to register to vote by mail.

RECOMMENDATION 2: “Since inclement weather can be expected on November election days, the ICGJ recommends that polling place accessibility be re-examined by the Clerk-Recorder-Registrar of Voters and by Public Works to ensure that all voters can easily and safely enter and exit their polling places.”

COUNTY RESPONSE: *To the extent the recommendation addresses a budgetary or personnel matter under the decision-making authority of the Board of Supervisors, it will not be implemented because it is not warranted.* The duly elected Clerk-Recorder-Registrar of Voters has indicated that she will re-examine accessibility of polling places to ensure the ease and safety with which voters can enter and exit these locations during inclement weather. Where polling places are located adjacent to County rights-of-way, Public Works Road crews will abide by the County’s adopted Snow Removal Policy which prioritizes where and when plowing will occur based on

safety and other factors. The Board again wishes to note that possible conversion to an all-vote-by-mail county per Senate Bill 450 will reduce the number of polling places required in Inyo County and allow all residents to vote by mail – and thus avoid complications presented by inclement weather – if they choose. Approximately 70 percent of Inyo County’s registered voters currently vote by absentee (mail-in) ballot.

RECOMMENDATION 3: “The ICGJ recommends that consideration be given to establishing another staff position in the office to enable the Clerk-Recorder to provide better and quicker service to County residents and to provide more outreach, including training.”

COUNTY RESPONSE: *This recommendation has been implemented.* The Board of Supervisors approved adding a second Office Technician I position to the Inyo County Clerk-Recorder-Registrar of Voters’s office, and deleting a vacant Office Clerk position, as requested by the Clerk-Recorder-Registrar of Voters and recommended by the County Administrative Officer, when it adopted the 2017-2018 Budget on September 19, 2017.

RECOMMENDATION 4: “The ICGJ recommends that the Inyo County Board of Supervisors fund the replacement of the circa 2000 computers, circa 2005 ballot counting scanners and other associated election hardware and software with modern, upgradeable technology.”

COUNTY RESPONSE: *This recommendation will be implemented in the 2017-2018 Fiscal Year.* The Board of Supervisors established the Elections Innovations Trust in Fiscal Year 2014-2015 to begin setting aside funds to replace the County’s aging elections equipment (the cost of which had been estimated at up to \$650,000). To date, the Board of Supervisors has appropriated \$216,353 for the Trust to replace the County’s voting system and, as part of adopting the 2017-2018 Board Approved County Budget on September 19, 2017, the Board identified an additional \$160,000 that would be available for the Trust if necessary. In Fiscal Year 2016-2017, the Board also authorized the Clerk-Recorder-Registrar of Voters to proceed with issuing a Request for Proposals (RFP) from companies interested in and able to provide Inyo County with a new, certified voting system. The Board declared a successful bidder for the project on October 3, 2017 and authorized the Clerk-Recorder-Registrar of Voters to enter into further negotiations with the company for the purchase or lease of a new system in the 2017-2018 Fiscal Year. The Board of Supervisors also recognizes that there are outside funding sources that may – and, in principal, should – assist with upgrades of voting technology and as such, actively lobbies for State and Federal aid by supporting legislation that will provide counties with the resources they need to meet State and Federal election mandates.

COMMENDATIONS

COMMENDATION 1: “The Inyo County Grand Jury commends the Inyo County Clerk-Recorder-Registrar of Voters and staff, recognizing that they are dedicated, enthusiastic, and productive hard working public servants.”

COUNTY RESPONSE: *Agree.* The Inyo County Clerk-Recorder-Registrar of Voters and her elections staff are to be commended for their professionalism, hard work, dedication, and commitment to public service, specifically with regard to public relations efforts and their due diligence where election integrity, voter education, and community outreach is concerned.

COMMENDATION 2: "The Inyo County Grand Jury commends the remarkable residents of this County who so willingly volunteer to serve as poll workers, ballot counters, drivers, and in-office volunteers during election preparation, on election days, and through post-election wrap up."

COUNTY RESPONSE: *Agree.* The Inyo County Board of Supervisors joins the Inyo County Grand Jury in commending our dedicated, tireless, and talented election volunteers, who help make casting a ballot in Inyo County an often painless and easy process and help ensure the utmost accuracy of our ballot counts.

DRAFT

Citizen Complaint: Cleanliness of Restrooms at a County Office

Inyo County Health and Human Services Department
Public Health Division
207A W. South Street
Bishop, CA 93514

“The Inyo County Grand Jury initiated an investigation in response to a letter of complaint regarding the Inyo County Public Health Division.”

--pg. 22, Fiscal Year 2016-2017 Inyo County Grand Jury Final Report

FINDINGS

FINDING 9: “The restrooms appeared clean and well stocked with sanitary supplies. They are cleaned each evening by a contracted cleaning agency, but employees are obliged to attend to any emergency cleanup during office hours.”

COUNTY RESPONSE: *Disagree partially.* The restrooms at the 207A W. South Street Public Health Division offices are clean and well-stocked with sanitary supplies. However, the Board of Supervisors wants to clarify that the restrooms are cleaned and maintained by employees of the Inyo County Public Works Department and not a contracted cleaning agency.

FINDING 10: “Both restrooms are small and difficult to access, especially for the disabled.”

COUNTY RESPONSE: *Disagree partially.* The bathrooms in Public Health are for employees and are not identified as public restrooms and meet applicable legal accessibility requirements for current employees.

RECOMMENDATIONS

RECOMMENDATION 1: “The Inyo County Health and Human Service’s Public Health Division can seek a contract modification to include as needed daytime janitorial services in addition to the contracted evening services.”

COUNTY RESPONSE: *This recommendation will not be implemented because it is not warranted or reasonable.* The restrooms at Inyo County Health and Human Service’s Public Health Division are cleaned by Inyo County Public Works employees, and have been found to be sanitary and well-stocked. Inyo County HHS maintains regular contact with staff in the Inyo County Public Works Department to address issues related to the cleanliness of all HHS offices, including the Public Health Division. Inyo County HHS will continue to work with Public Works to address issues relative to janitorial service, and if the need for potential scheduling changes and/or additional staff resources is identified, will engage Public Works about such possibilities, dependent upon Public Works’ staffing capacity and HHS’ funding availability. Furthermore, Inyo County HHS does not have the authority to contract for janitorial services in lieu of the janitorial services provided by County staff.

RECOMMENDATION 2: “Prioritize all public contact Inyo County departments with offices in Bishop for inclusion in the construction of the consolidated county office building.”

COUNTY RESPONSE: *This recommendation has been implemented.* The County’s planning efforts to date for the proposed consolidated County office building include providing space for all “public contact” departments with an existing presence in the Bishop area; including Health and Human Services programs. The County also wants to acknowledge the Grand Jury’s continued recommendations supporting the possible development of a consolidated County office building.

COMMENDATION

COMMENDATION 1: “The ICGJ commends the management and staff of the Public Health Division for their commitment to and caring for the citizens and families of Inyo County.”

COUNTY RESPONSE: *Agree.* The Inyo County Board of Supervisors joins the Inyo County Grand Jury in commending the hard-working management and staff of the Public Health Division for their dedication to and professionalism in providing front-line services that improve and preserve the health and well-being of the public.

DRAFT

Inyo County Free Library Operation and Budget

**Inyo County Free Library
P.O. Box K
Independence, CA 93526**

“The Inyo County Grand Jury undertook an investigation into the Inyo County Free Library budget, operation and programs.”

--pg. 27, Fiscal Year 2016-2017 Inyo County Grand Jury Final Report

FINDINGS

FINDING 1: “The Library is underfunded and has been since 2010.”

COUNTY RESPONSE: *Disagree wholly.* The Board of Supervisors appreciates the Grand Jury’s desire to see increased funding for the County Library, and recognizes there are many citizens who also value and advocate robust library services. The Library is a discretionary service. There is no mandate and there is no formula to determine adequate funding levels. As such, funding for the County Free Library is appropriate, given the County’s limited resources, other demands for those resources and the level of utilization.

The Board of Supervisors has sole constitutional authority for approving the County Budget, and welcomes the Grand Jury’s input and recommendations – as it does from all citizens – as to how the Board might consider best allocating the County’s scarce financial resources between essential and discretionary programs and services. We believe the Inyo County Free Library is and has been reasonably and appropriately funded relative to the County’s need to also provide funding for dozens of other County programs and services from the same pool of limited General Fund dollars; ranging the Sheriff’s Office to the Eastern California Museum to the elections equipment. There is only a finite amount of money available to fund both essential and discretionary County services and, like the Library, most of these other County programs services would be happy to get a bigger slice of the County budget pie. While there is always room to disagree about how much funding one County program or service receives at the expense of another program or service, at the end of the day, the County has to adopt a balanced budget that meets a wide variety of needs and desires. The County has done a commendable job of providing Library funding and maintaining robust Library hours. (Library branches in the Owens Valley maintain public hours five [5] days a week and, until 2014, were open six [6] days a week).

The Grand Jury Report suggests an “average” budget for a library serving Inyo County’s population size should be \$931,000 – a figure from the 2016 Library Journal’s annual budget survey for libraries serving populations sized 10,000 to 24,999. However, the County respectfully suggests that this number alone may not be a reliable benchmark for determining what constitutes an appropriate county library budget. Every county has unique operational factors. We note that the Library Journal’s annual budget survey omits other relevant information such as the economic profiles of the cities and counties (or districts) that operate the responding libraries, and the

responding libraries' circulation and user numbers. These are just three of the relevant data sets that should be considered when comparing budgets among jurisdictions and their respective ability to fund libraries and other services.

Data from the California State Library, as well as a survey of other rural California counties similar to Inyo, also supports the contention that Inyo County Library services are adequately funded:

Library Branches & Hours

Colusa County

Library Branches: 7
 Total Days of Operation per Week: 23
 Average Days per Branch per Week: 3.3
 Average Hours per Day: 5.8

Inyo County

Branches: 6
 Total Days of Operation per Week: 25
 Average Days per Branch per Week: 4.2
 Average Hours per Day: 5.5

Mariposa County

Branches: 4
 Total Days of Operation per Week: 15
 Average Days per Branch per Week: 3.75
 Average Hours per Day: 4.9

***Mono County (Operated by Office of Education and NOT Mono County)**

Branches: 6
 Total Days of Operation per Week: 33
 Average Days per Branch per Week: 5.5
 Average Hours per Day: 5.6

Plumas County

Branches: 4
 Total Days of Operation per Week: 17
 Average Days per Branch per Week: 4.25
 Average Hours per Day: 6

Trinity County

Branches: 3
 Total Days of Operation per Week: 9
 Average Days per Branch per Week: 3
 Average Hours per Day: 4.7

** Operated by the Mono County Office of Education under the direction of the Mono County Superintendent of Schools and the Mono County Library Authority Board*

We note that Inyo County maintains four (4) library branches open five (5) days per week in Independence, Bishop, Big Pine and Lone Pine. The Colusa, Mariposa and Mono County main branches are open six (6) days a week. Of those, only the Colusa and Mariposa library systems are county-funded. The only other library branches open five (5) days per week are the Lee Vining, Benton, and Bridgeport branches in Mono County, which, again, is operated by the Mono County Office of Education, and the Quincy branch in Plumas County. Among the selected county-funded library systems, there are only 7 branches open five (5) or more days per week, and four (4) of those branches are Inyo County libraries.

Visitation

Despite similar schedules, and thus proportionate levels of accessibility available to the public, the comparable county-operated library systems – based on data from the State Library Survey – saw, on average more than twice as many visitations per hour open in 2015-2016 (14 visits) than Inyo County libraries did in total (5 visits). The statewide average was 72. In fact, Plumas County, with three (3) branches open 17 days a week an average of six (6) hours a day, saw 13 visits per hours open; Mariposa County, which operates four (4) branches open an average of 4.9 hours a day, saw 27.17 total visits per hour open. The Inyo County figure is based on rough estimates. In the future, better data might somewhat alter the visitation figures, but the fact remains that the visitation numbers for Inyo County are much lower than in comparable jurisdictions.

Circulation

Inyo County's total library circulation fell from 91,083 in 2008-2009 to 45,602 in 2015-2016-- for an almost 50% reduction in total circulation. During the same time period, circulation per capita similarly dropped from 5 books per person in 2008-2009 to 2 books per person in 2015-2016. Circulation per hour declined from 11 books/hour to 6 books/hour, compared to a statewide average of 94 books/hour; and, an average of 16 books per hour among five like counties used for comparison (Mariposa, Mono, Colusa, Plumas, and Trinity).

Total operating expense per circulation at the Inyo County Library increased during this same time period, from \$7.16 per book to \$10.42 per book – 40% more per circulation than the statewide average (\$7.64 per book) or comparable counties' average (\$7.71 per book) average. Taking lower circulation numbers into account, if the Inyo County Library was underfunded, as asserted by the Grand Jury, the cost per circulation should be lower not higher.

Over the last 12 fiscal years (2006-2007 to 2017-2018), there has been, on average, less than a 7% difference between the Department Requested Budget and the Board Approved Budget (including both increases and reductions). Over the last 11 fiscal years, the Library came in *under budget* every fiscal year, for an average of \$70,699.91 a year in funding that was requested by the department, incorporated into the Recommended Budget, authorized in the Board Approved Budget and not spent. Funding for Books and Subscriptions was approved by the Board *at or above* the level requested by the department 9 out of 11 of the past fiscal years. The levels requested by the Department have remained relatively static: \$30,000 to \$35,000 each fiscal year. Despite the downward trend in circulation and visits and based on annual budget requests from the Library, Inyo County has maintained roughly the same sized collection between 2008-2009 (111,772) and 2015-2016 (117,905), according to the California State Library data.

FINDING 2: “The Library does not have the staff to perform basic operations without the aid of volunteers. Staff reductions are negatively impacting the operation of the Library including unscheduled closures of the Library branches.”

COUNTY RESPONSE: *Disagree partially.* Reductions in library staffing (occurring through attrition rather than lay-offs) may have created certain operational challenges within the library system. However, these challenges need not be, and have not been, insurmountable. The use of volunteers is one way to meet such challenges and, given the County’s perennial budget constraints, the use of volunteers should be encouraged whenever possible. The Board of Supervisors wants to use this opportunity to acknowledge and thank those people who have volunteered their time and energy to support and enhance library operations. The Board of Supervisors also wants to acknowledge that, on several occasions, members of this Board have heard and were disturbed by complaints that the Library failed to fully embrace volunteer services when offered. Staff is and historically has been encouraged to utilize volunteers whenever possible, regardless of staffing levels. It is a long, time-honored tradition that libraries throughout the country, in cities and counties large and small with budgets of varying sizes, thrive with the support of volunteers.

We agree that existing library staff could have been better deployed by the Library Director in recent years by rotating staff between library branches instead of having some staff assigned almost exclusively to a fixed location. In fact, additional funding was added to the Library’s Motor Pool budget in the Fiscal Year 2014-2015 Board Approved Budget for this purpose. Such dexterous use of staff may have limited the need for unscheduled library closures. However, we also recognize that some of the closures may have been unavoidable due to the coincidence of the timing of staff vacations, illness, and/or projects or trainings wreaking havoc on the schedule. These unscheduled closures should, however, be distinguished from the scheduled closures of branches experienced in 2016 as the result of extensive work ramping up to completion of the Library Automation Project

However, as indicated by the Library hours analysis provided above, we would argue that, even with occasional unscheduled closures, Inyo County still maintains library hours that match or exceed other, similar rural California counties including Colusa, Mariposa, Plumas and Trinity. And, based on the visitation and circulation numbers cited above, a strong argument can be made that staffing levels are reasonable for a Library system experiencing steadily declining circulation and library visits.

The Board of Supervisors relies on County staff to deliver the highest possible services commensurate with its fiscal realities. While there may always be room for improvement, without the Grand Jury providing specific examples of not having “staff to perform basic operations,” the Board has no reason to believe this has not occurred within the County Library. We expect the Library Director to manage priorities and staff to ensure basic operations do occur, even if this means making recommendations to restructure library operations or reallocating staff resources away from “low volume” branches to where the resources are most needed.

FINDING 3: “The Bishop Friends of Library are the primary funding sources for the Library Automation Project.”

COUNTY RESPONSE: *Disagree partially.* Completion of the Library Automation Project last year was made possible by a generous and appreciated contribution of \$25,000 from the Friends of the Bishop Library. However, the Library Automation Project was in progress for 12 years, during which time the Board of Supervisors consistently appropriated General Fund dollars and staff resources on an ongoing basis for automation. In fact, in Fiscal Year 2015-2016, the Board moved funds from Contingencies at the Mid-Year Budget Review to cover the purchase of equipment necessary to complete the Library Automation Project, and the following year, in Fiscal year 2016-2017, added two (2) temporary Library I positions to the Library budget, at a General Fund cost of \$19,802, to similarly aid in completion of the project. The Library Automation Project was truly a collaborative effort. We believe that these public-private collaborative efforts should be viewed in a positive light and encouraged.

RECOMMENDATIONS

RECOMMENDATION 1: “Within 6 months of this report, explore options to stabilize Library funding.”

COUNTY RESPONSE: *This recommendation will not be implemented because it is not warranted or reasonable.* The Board of Supervisors acknowledges the Grand Jury’s recommendation that the Library budget receive more funding – presumably at the expense of other County programs and services – and believes it has considered and acted on this recommendation as part of its adoption of the Fiscal year 2017-2018 Board Approved County Budget. However, it is not clear what the Grand Jury considers stabilized Library funding, and the County maintains that the “average” budget cited in the Grand Jury report for a library serving Inyo County’s population size – \$931,000 – may not be an accurate reflection of what constitutes stabilized funding, and may not be justified given the County’s funding constraints, and low circulation and visitation at the Library branches.

However, the Board does recognize that the Library budget may be still be lower than ideal, but also recognizes that most County departments face similar financial strains, as does the County as a whole. As noted during the 2017-2018 Budget Hearings, the County is projected to be facing *at least* \$1,686,788 in higher costs simply to adopt the status quo budget for next fiscal year, including \$1.1 million in additional pension costs and \$560,000 in wage increases. Not calculated yet are higher health insurance and retiree health costs as well as the potentially massive cuts to federal Health and Human Services funding, which will have a ripple effect on other funding sources. Given these and other factors, the Board of Supervisors cannot justify a significant increase to the Library budget short of a cash windfall. However, if and as resources become available, and circumstances warrant such action, the Board of Supervisors is committed to taking steps necessary to address funding and staffing shortcomings in all of its departments. It should be noted that, as of 2015-2016, 98.49% of the Library’s operating income came solely from the County budget, compared to the statewide average of 92.27% and an average of 87.42% among five comparable counties. Some grant and in-kind funding may not be reflected in the State reported. Nevertheless, the Board believes that there may be more grant funding opportunities that could and should be pursued in an effort to bolster the Inyo County Free Library.

RECOMMENDATION 2: “Explore options to increase 2017-2018 staffing budget [to] meet operational needs and prevent unannounced closures.”

COUNTY RESPONSE: *This recommendation has been implemented.* The Board of Supervisors notes that repeated prior direction to the Library Director to rotate personnel among library branches instead of solely and steadfastly assigning the majority of staff to just one specific branch, has been and remains a reasonable means of mitigating or remedying some of the challenges faced by the Library system. Nevertheless, the functional benefits of adding additional staff to the Library’s Authorized Staffing – particularly benefits associated with opportunities to take on new projects and initiatives now that the Library Automation Project is complete – cannot be disputed. Recognizing this, the Board of Supervisors’ Approved County Budget for Fiscal Year 2017-2018 funded adding a full-time, librarian level position to the Library’s Authorized Staffing, and the Board is glad that it could afford to do so. We also note that the Library Director has warranted that adding this librarian level position to the Authorized Staffing will resolve the long-running staffing debate and should eliminate the occurrence of most spot library closures.

RECOMMENDATION 3: “Explore options to increase 2017-2018 budget to allow for completion of Library Automation Project.”

COUNTY RESPONSE: *This recommendation will not be implemented because it is not warranted.* The Assistant County Administrator and Library Director attended the May 16, 2017 Board of Supervisors meeting to announce the completion of the Library Automation Project and scheduling of a ribbon-cutting for June. The Inyo County Board of Supervisors ultimately held a special public meeting at the Bishop branch on June 2, 2017, with an open house following adjournment, to commemorate the project’s completion.

COMMENDATION

COMMENDATION 1: “The Grand Jury commends the Library Staff, Volunteers, and the Friends of the Library for the dedication and caring they have for the Library and the services they provide to the community.”

COUNTY RESPONSE: *Agree.* The Board of Supervisors joins the Inyo County Grand Jury in offering praise to the Library Staff, Volunteers, and the Friends of the Library (in Bishop and Lone Pine) for their support of the Inyo County Free Library and its patrons.

Inyo County Jail
550 South Clay Street
Independence, CA 93526

“As mandated by California Penal Code 919(b), ‘the Grand Jury shall inquire into the condition and management of the public prisons within the county.’ In accordance with that mandate, the 2016-2017 Inyo County Grand Jury inspected the Inyo County Jail.”

--pg. 5, Fiscal Year 2016-2017 Inyo County Grand Jury Final Report

FINDINGS

FINDING 1: “The concrete floor in the intake area is heavily stained.”

COUNTY RESPONSE: Agree.

FINDING 2: “The walk-around deck in the control tower is without a continuous guardrail or warning stripes.”

COUNTY RESPONSE: Agree.

FINDING 3: “The control panel in the tower is outdated and replacement parts are hard to acquire or locate. A new panel would cost upwards of \$500,000.”

COUNTY RESPONSE: Agree.

FINDING 4: “Staff stated that the facility lacked enough isolation/segregation cells.”

COUNTY RESPONSE: Agree.

FINDING 5: “Printer table in the booking room area has sharp edges, which poses a hazard to both staff and incoming prisoners.”

COUNTY RESPONSE: Agree.

FINDING 6: “Response time can have an effect on the evaluation of the mental state of a subject at the time of booking and incarceration.”

COUNTY RESPONSE: Agree.

RECOMMENDATIONS

RECOMMENDATION 1: “The Grand Jury recommends a deep cleaning of the concrete floor in the intake area.”

COUNTY RESPONSE: This recommendation will be implemented in the 2017-2018 Fiscal Year.
 The Sheriff has indicated that Inyo County Jail staff and inmate work crews will be cleaning the area to remove stains.

RECOMMENDATION 2: “Continue the yellow and black painted line on the edge of the walk around in the control tower or add on to the partial existing rail.”

COUNTY RESPONSE: This recommendation will be implemented in the 2017-2018 Fiscal Year.
 The Sheriff’s Department has indicated that it will order the supplies needed to paint continuous yellow-and-black warning stripes around the edge of the control tower.

RECOMMENDATION 3: “Set aside or seek funding for the procurement of a new control panel.”

COUNTY RESPONSE: *This recommendation requires further analysis.* In Fiscal Year 2016-2017, the County provided \$12,000 in the Budget for a Jail Repair and Replacement Evaluation that identified deferred maintenance projects, such as a boiler project, replacement of HVAC units, and jail hinges and installation, now funded in the Fiscal Year 2017-2018 Board Adopted Budget. The Board does recognize that the control panel will need to be replaced at some point, and funding sources for a similar evaluation of the control panel and subsequent replacement – at a potential cost of at least \$500,000 – will need to be identified in future budgets. Grant funding and/or contributions to a fund similar to the Elections Innovations Trust could surface as options.

RECOMMENDATION 4: “Find or create space which could be set aside for additional isolation/segregation cells.”

COUNTY RESPONSE: *This recommendation requires further analysis.* Options for addressing the lack of isolation/segregation cells, including a costly and disruptive facility remodel, will have to be explored through a facility evaluation and possible cost-benefit analysis. The Sheriff’s Department has indicated its commitment to seeking possible State grant funding through the Board of State and Community Corrections to fund a facility evaluation.

RECOMMENDATION 5: “For staff and inmate safety, either pad or round the edges of the printer table in the intake area.”

COUNTY RESPONSE: *This recommendation will be implemented in the 2017-2018 Fiscal Year.* The Sheriff has indicated that his staff will submit a work order to mitigate the issue.

RECOMMENDATION 6: “Establish a workable policy with County Health and Human Services staff regarding response time to the facility to assess the mental condition of incoming prisoners at the time of incarceration and/or booking.”

COUNTY RESPONSE: *This recommendation is being implemented.* Sheriff’s Department and Health and Human Services staff have been working to coordinate both mental health and substance abuse response protocols. The County has seen improvement in this area and will continue working on solutions through ongoing coordination.

COMMENDATION

COMMENDATION 1: “The Inyo County Grand Jury commends all Inyo County Sheriff Department personnel for their dedication to the work and responsibilities inherent in their positions, and maintaining an efficient and well-maintained facility.”

COUNTY RESPONSE: *Agree.* The men and women of the Sheriff’s Department are to be commended for their hard work, commitment, and professionalism, and for ensuring our jail operations run smoothly, safely, and in compliance with State and Federal law.

Inyo County Juvenile Detention Facility 201 Mazourka Canyon Road Independence, CA 93526

“According to California Penal Code 91, the Grand Jury is authorized to ‘inquire into the condition and management of the public prisons within the county.’ The Inyo County Juvenile Detention Facility is one of the mandates responsibilities of the 2016-2017 Inyo County Grand Jury.”
--pg. 8, Fiscal Year 2016-2017 Inyo County Grand Jury Final Report

FINDINGS

FINDING 1: “The odor of mildew strongly suggests a persisting fungal infestation constituting a potentially serious health risk to detainees and staff.”

COUNTY RESPONSE: *Disagree wholly.* There is an occasional, noticeable odor inside the facility that has been present for many years. The County has taken steps to both identify and eliminate the odor and neither mildew nor any other fungal infestation has ever been found. Professionals who inspected the facility determined the odor to be harmless.

FINDING 2: “Rust and corrosion is a preventable blight that detracts from a clean and orderly appearance.”

COUNTY RESPONSE: *Agree.*

FINDING 3: “A reliably operating generator is essential to the secure operation of the facility, particularly in an area that experiences power outages and frequent weather extremes.”

COUNTY RESPONSE: *Agree.* The County must have a reliable generator serving the Juvenile Detention Facility. The current generator is an older model and while it may not always start automatically, it can be relied upon to start manually; Building and Maintenance personnel test the generator monthly during the summer and weekly during the winter to make sure of this.

FINDING 4: “The Policy and Procedures Manual must be up to date to ensure compliance with all applicable laws and regulations.”

COUNTY RESPONSE: *Agree.*

FINDING 5: “The Probation Department has not inspected all of the facilities of the four counties in the MOU.”

COUNTY RESPONSE: *Disagree partially.* The Probation Department has visited and toured the South Lake Tahoe Juvenile Treatment Center. All of the facilities that Inyo Probation has a Memorandum of Agreement with for out-of-county detainment of juveniles are inspected bi-annually by the Board of State and Community Corrections.

FINDING 6: “The vinyl flooring issue i[n] the kitchen at JKBS is unattractive and presents the risk of bacteria and other pathogens.”

COUNTY RESPONSE: *Outside County jurisdiction.* This finding is outside the jurisdiction of the County of Inyo County. The Jill Kinmont Boothe School is operated by the Inyo County Superintendent of Schools. The County does not have any oversight of the school property or facilities.

We note that Inyo County maintains four (4) library branches open five (5) days per week in Independence, Bishop, Big Pine and Lone Pine. The Colusa, Mariposa and Mono County main branches are open six (6) days a week. Of those, only the Colusa and Mariposa library systems are county-funded. The only other library branches open five (5) days per week are the Lee Vining, Benton, and Bridgeport branches in Mono County, which, again, is operated by the Mono County Office of Education, and the Quincy branch in Plumas County. Among the selected county-funded library systems, there are only 7 branches open five (5) or more days per week, and four (4) of those branches are Inyo County libraries.

Visitation

Despite similar schedules, and thus proportionate levels of accessibility available to the public, the comparable county-operated library systems – based on data from the State Library Survey – saw, on average more than twice as many visitations per hour open in 2015-2016 (14 visits) than Inyo County libraries did in total (5 visits). The statewide average was 72. In fact, Plumas County, with three (3) branches open 17 days a week an average of six (6) hours a day, saw 13 visits per hours open; Mariposa County, which operates four (4) branches open an average of 4.9 hours a day, saw 27.17 total visits per hour open. The Inyo County figure is based on rough estimates. In the future, better data might somewhat alter the visitation figures, but the fact remains that the visitation numbers for Inyo County are much lower than in comparable jurisdictions.

Circulation

Inyo County's total library circulation fell from 91,083 in 2008-2009 to 45,602 in 2015-2016-- for an almost 50% reduction in total circulation. During the same time period, circulation per capita similarly dropped from 5 books per person in 2008-2009 to 2 books per person in 2015-2016. Circulation per hour declined from 11 books/hour to 6 books/hour, compared to a statewide average of 94 books/hour; and, an average of 16 books per hour among five like counties used for comparison (Mariposa, Mono, Colusa, Plumas, and Trinity).

Total operating expense per circulation at the Inyo County Library increased during this same time period, from \$7.16 per book to \$10.42 per book – 40% more per circulation than the statewide average (\$7.64 per book) or comparable counties' average (\$7.71 per book) average. Taking lower circulation numbers into account, if the Inyo County Library was underfunded, as asserted by the Grand Jury, the cost per circulation should be lower not higher.

Over the last 12 fiscal years (2006-2007 to 2017-2018), there has been, on average, less than a 7% difference between the Department Requested Budget and the Board Approved Budget (including both increases and reductions). Over the last 11 fiscal years, the Library came in *under budget* every fiscal year, for an average of \$70,699.91 a year in funding that was requested by the department, incorporated into the Recommended Budget, authorized in the Board Approved Budget and not spent. Funding for Books and Subscriptions was approved by the Board *at or above* the level requested by the department 9 out of 11 of the past fiscal years. The levels requested by the Department have remained relatively static: \$30,000 to \$35,000 each fiscal year. Despite the downward trend in circulation and visits and based on annual budget requests from the Library, Inyo County has maintained roughly the same sized collection between 2008-2009 (111,772) and 2015-2016 (117,905), according to the California State Library data.

RECOMMENDATIONS

RECOMMENDATION 1: "Broaden efforts to identify, and eradicate, the mildew problem in the control room."

COUNTY RESPONSE: *This recommendation will not be implemented because it is not warranted.* Considerable efforts and resources have been expended for more than a decade on identifying the "mystery odor" at the Juvenile Detention Facility and its source. The County has embarked on an exciting Juvenile Services Transition with Health and Human Services, which included closing the Juvenile Detention Center during the week and which is starting to see positive results among local juvenile offenders and at-risk youth. Limited County resources would be better spent continuing and even expanding on these efforts. Obviously if there is evidence of mildew or other fungal infestation in the control room, the County will provide appropriate mitigation efforts.

RECOMMENDATION 2: "Implement a regular anti-corrosion inspection and prevention program."

COUNTY RESPONSE: *This recommendation will be implemented.* Staff will conduct weekly inspections of the facility to address issues such as this.

RECOMMENDATION 3: "Ensure that the generator is reliable and starts automatically in the event of power outage."

COUNTY RESPONSE: *This recommendation is being implemented.* As discussed, Building and Maintenance staff regularly inspect the generator to ensure it can be relied upon to start manually in the event of power outages. Probation staff plans to explore options for a replacement generator that will also start automatically, once funding for such a purchase has been identified.

RECOMMENDATION 4: "Ensure that the Policy and Procedures Manual is regularly updated as required."

COUNTY RESPONSE: *This recommendation has been implemented.* The Probation Department has been working to update the Policy and Procedures Manual, which, as a component of the inspections completed by the Board of State and Community Corrections, was found in compliance to standards. New rules and regulation are added on an as-needed basis throughout the year. The manual will also be undergoing an evaluation.

RECOMMENDATION 5: "Institute a periodic inspection schedule for facilities in transport counties in the MOU."

COUNTY RESPONSE: *This recommendation will be implemented in the 2017-2018 Fiscal Year.* Probation staff plans to visit each facility throughout the year.

RECOMMENDATION 6: "The Inyo County Superintendent of Schools, which runs the JKBS facility, take immediate action to repair the flooring defect."

COUNTY RESPONSE: *Outside of the jurisdiction of the County.* The County has no authority or oversight of the Jill Kinmont Boothe School operations or facilities, however, we presume that the Inyo County Superintendent of Schools will respond.

COMMENDATION

COMMENDATION 1: "The Grand Jury commends the Inyo County Probation Department, the Bishop Unified School District, and the staff of the Inyo County Superintendent of Schools, for their creative, resourceful and enthusiastic embrace of the challenges presented by this transition. These challenges cannot be overstated."

COUNTY RESPONSE: *Agree.* All of the administrators, supervisors, rehabilitation specialists, support staff, and teachers should be commended for their hard work and dedication to providing effective, efficient, and needed services to Inyo County youth and their families in an effort to remove and/or prevent youth from entering the criminal justice system.

DRAFT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: County Administrator-Disaster Services/Sheriff's Department

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Proposed Fiscal Year 2017 Homeland Security Grant Program (HSGP) Application and Resolution identifying the County Administrator/Director of Emergency Services as the County's Authorized Agent for executing actions necessary to obtain the Fiscal Year 2017 Homeland Security Grant Program (HSGP) and related federal financial assistance by the Department of Homeland Security through the State of California

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Review the proposed Fiscal Year 2017 Homeland Security Grant Program Application and, if deemed acceptable;

(B) Approve the submittal of the Fiscal Year 2017 Homeland Security Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2017-52" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub awarded through the State of California; and

(C) Authorize the Chairperson to sign the Resolution Addendum letter.

SUMMARY DISCUSSION:

The Department of Homeland Security has announced the release of the Fiscal Year 2017, Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity. The HSGP annually allocates non-matching funds to Local Agencies/Operating Areas to help build, sustain and deliver core capabilities. Recipients are encouraged to consider areas for improvement that have been identified in the Federal Fiscal Year 2016 National Preparedness Report (NPR). The NPR is published each year to report national progress in building, sustaining, and delivering the core capabilities to support the goal of maintaining a secure and resilient nation. This report provides a national perspective on critical preparedness trends for community partners to use to prioritize programs, allocate resources, and communicate with stakeholders about issues of concern.

A priority of the Homeland Security Grant Program is to support investments that improve and strengthen communication capabilities through planning, governance, technology and equipment. This includes improving the ability of jurisdictions to respond and communicate quickly with the community to help save lives, protect property and the environment, and to meet basic human needs in the aftermath of a catastrophic incident. Over half of the allocated funds from the 2017 HSGP have been designated to purchase two (2) deployable electronic highway signs and a portable generator with lights to compliment the electronic sign project. These electronic signs can be positioned anywhere in the impacted area to provide vital information to the public. This Information could include any of the following: information on evacuation routes; details on road closures; directions to shelter locations; and, information on where to seek medical assistance.

If the Board chooses to apply for the 2017 HSGP, other projects include; \$10,000 to purchase the OnSolve-Code Red (the global high-speed mass notification and emergency communication) data base back up; \$7,000 to send staff to the Annual ESRI-GIS Training; and, the remaining balance of \$9,657 will be used to purchase handheld-mobile radios for Fire and Law Enforcement.

ALTERNATIVES:

Your Board could choose not to authorize the submittal of the 2017 Homeland Security Grant application, but this alternative is not recommended. Receiving these grant funds annually is important to support the County's ability to build, sustain and deliver core capabilities that are necessary for maintaining a safe and resilient community. If the County does not apply for the 2017 HSGP, an alternative source of funding will need to be identified to sustain the County's current recurring emergency service projects.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by the State of California Governor's Office of Emergency Services.

FINANCING:

The 2017 HSGP grant application is for \$93,604 and requires no cost share or match. Upon State written approval of the grant, a new budget will be created and the Fiscal Year 2017-2018 Board Approved Budget will be amended accordingly.

APPROVALS

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>10/12/17</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u>yes</u> Date <u>10/12/17</u></p>
<p>PERSONNEL DIRECTOR:</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-12-17

Governing Body Resolution
RESOLUTION 2017-52

BE IT RESOLVED BY THE _____ Board of Supervisors
(Governing Body)

OF THE _____ County of Inyo _____ THAT
(Name of Applicant)

County Administrative Officer _____, OR
(Name or Title of Authorized Agent)

Director of Emergency Services _____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California for the following grant award:

2017 Homeland Security Grant Program

Passed and approved this _____ 17th _____ day of _____ October _____, 20 17 _____

Certification

I, _____ Darcy Ellis _____, duly appointed and
(Name)

Assistant Clerk _____ of the _____ Board of Supervisors _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ Board of Supervisors _____ of the _____ County of Inyo _____ on the
(Governing Body) (Name of Applicant)

_____ 17th _____ day of _____ October _____, 20 17 _____

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

(Cal OES Use Only)

Cal OES #	FIPS #	VS #	Subaward #
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

- 1. Subrecipient:** County of Inyo **1a. DUNS #:** 010706687
- 2. Implementing Agency:** Inyo County Sheriff's Office **2a. DUNS #:** 010706687
- 3. Implementing Agency Address:** PO Box S Independence **93526-0613**
Street City **Zip+4**
- 4. Location of Project:** Independence Inyo **93526-0613**
City County **Zip+4**
- 5. Disaster/Program Title:** Homeland Security Grant Program **6. Performance Period:** 09/01/17 **to** 05/31/20
- 7. Indirect Cost Rate:** N/A; 10% de Minimis; Federally Approved ICR;

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. HSGP-SHSP		\$93,604				\$0	\$93,604
Select	9. Select						\$0	\$0
Select	10. Select						\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$0	\$93,604	\$93,604	\$0	\$0	\$0	\$93,604

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

- 14. Official Authorized to Sign for Subrecipient:** Kevin Carunchio **15. Federal Employer ID Number:** 956005445
- Name: Kevin Carunchio Title: CAO, Emergency Director
- Telephone: 760-878-0292 FAX: 760-878-0465 Email: kcarunchio@invocounty.us
(area code) (area code)
- Payment Mailing Address: PO Drawer N City: Independence Zip+ 4: 93526-0613
- Signature: _____ Date: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer Date _____ Cal OES Director (or designee) _____ Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

AUTHORIZED BODY OF 5 - SIGNATURE AND CONTACT INFORMATION

CFDA # HSGP 97.067

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms. Workbook

County of Inyo

Position	Signature	Printed Name	Title	Phone	Email
County Public Health Officer		Dr. James Richardson	Inyo Co. Public Health Officer	760-873-7868	jturner@inyocounty.us
County Fire Chief		Ray Seguire	City of Bishop, Fire Chief	760-873-5485	rseguire@ca-bishop.us
Municipal Fire Chief		Ray Seguire	City of Bishop, Fire Chief	760-873-5485	rseguire@ca-bishop.us
County Sheriff		William Lutze	Sheriff	760-878-0395	wlutze@inyocounty.us
Chief of Police		Ted Stec	City of Bishop, Police Chief	760-873-5866	tstec@bishoopd.org
Additional Position (Optional)					
Additional Position (Optional)					

Additional Authorized Agent Contact Information	Title	Mailing Address	City	State	Zip	Phone	Email
Authorized Agent's Name Kevin Carunchio	CAO	PO Drawer N	Independence	CA	93526	760-878-0292	kcanunchio@inyocounty.us
Contact's Name Carma Roper	PIO/Analyst	PO Box S	Independence	CA	93526	760-878-0395	crosen@inyocounty.us
Kelley Williams	Asst to CAO	PO Drawer N	Independence	CA	93526	760-878-0292	kwilliams@inyocounty.us

EQUIPMENT

CFDA# HSCP 97.067

LEADER TYPE: Initial Application
Today's Date: October 10, 2017

Attention to this document may result in delayed application approval, modification requests, or non-awardment requests. Submittals may be added to those and/or amended any amount Financial Management/Forms Worksheet.

Warning: Do not click in red shaded columns. To use this tool, click in the green shaded cells.

County of Inyo

Project Number	Equipment Description & (Quantity)	AEL#	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over 150k	Sale Source Involved	Hold Trigger	Approval Date	Invoice Number	Vendor	ID Tag Number	Condition & Deposition	Deployed Location	Acquired Date	Budgeted Cost	Amount Approved Previous	Amount This Request	REIMB Request #	Total Approved	Remaining Balance
001	Reverse 911	00AP-09-ALRT	System, Public	No	HSCP-SHSP	LE	Other Authorized Equipment	NA	No	Yes	No Hold Indicated			CodeRED					10,000				10,000	10,000
003	Electronic highway signs	030E-03-SIGN	Sign	No	HSCP-SHSP	LE	Other Authorized Equipment	Both	No	No	No Hold Indicated								48,947				48,947	48,947
004	Mobile radios	06CP-01-MOBI	Radio, Mobile	Yes	HSCP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No	No Hold Indicated								9,657				9,657	9,657
005	Portable generator with lights	10DE-06-GENR	Generator	No	HSCP-SHSP	LE	Power	Both	No	No	No Hold Indicated								10,000				10,000	10,000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

TRAINING

Warnings in this spreadsheet may result in delayed application approval, modification requests, or reimbursement requests. Corrections to this file will be added to those and will submit any Admin Financial Management Form Workbook.

Warning! Deleting values is not allowed. Attempts to use defaults will prompt error messages.

County of Inyo

CFDA# HSGP 97.067

LEGER TYPE: Initial Application

Today's Date: October 10, 2017

Project Number	Direct/subaward	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainees(s)	Identified Host	EHP Approval Date	Part of a Procurement over 150k	Sole Source Involved	Budgeted Cost	Amount Approved Previous	Approval: Cal OES ONLY	
																Amount This Request	Date & Initials (Prog. REP.):
002	Direct	ESRI User conference	HSGP-SHSP	EMG	Staff Expenses	Travel	hold	Classroom	3	ESRI		No	No	7,000	-	7,000	
002	Direct	ESRI National Security Summit	HSGP-SHSP	EMG	Staff Expenses	Travel	hold	Classroom	1	ESRI		No	No	5,500	-	5,500	
														1,500	-	1,500	

AUTHORIZED AGENT

HSGP 97.067

CFDA #:

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

County of Inyo

Supporting Information for Reimbursement/Advance of State and Federal Funds

Initial Application

This request is for an/a:

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

(Beginning Expenditure Period Date)

through

(Ending Expenditure Period Date)

(REIMB or MOD Request #)

(Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances. Statement of Certification - Authorized Agent

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Kevin D. Carunchio, CAO and Emergency Director

October 10, 2017

Printed Name and Title

Signature of Authorized Agent

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook



BOARD OF SUPERVISORS COUNTY OF INYO

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



October 17, 2017

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On October 17, 2017, the Inyo County Board of Supervisors resolved that the County Administrative Officer / Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California, for the 2017 Homeland Security Grant Program.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Kevin Carunchio serves in both of these capacities. His information is as follows:

Kevin D. Carunchio
County of Inyo
County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
kcarunchio@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Mark Tillemans
Chairperson, Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 23

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 17, 2017

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 10-6-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 17, 2017

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 10-6-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Kevin D. Carunchio, County Administrator
By: Kelley Williams, Assistant to the CAO

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 10-6-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: October 17, 2017

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 10-6-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

[Handwritten Signature]

Date: 10-16-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 28

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

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

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of September 12, 2017.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) _____ Date: 10-12-17
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: County Counsel

FOR THE BOARD MEETING OF: October 17, 2017

SUBJECT: Fee for County Counsel legal services

RECOMMENDATION:

Request the Board:

- A. Adopt the proposed ordinance amending Section 3.80.030 of the Inyo County Code, pertaining to the fee for County Counsel legal services.
- B. Conduct a public hearing regarding a proposed Resolution increasing the County Counsel legal services fee to \$151 per attorney hour, which amount does not exceed the County's costs of providing such services.
- C. Adopt the proposed Resolution. Note that the fee increase adopted by the Resolution would take effect concurrently with the above-referenced Ordinance amending Section 3.80.030 of the Inyo County Code.

SUMMARY DISCUSSION:

Chapter 3.80 of the Inyo County Code (enclosed) pertains to a "County Counsel legal services fee." It currently provides up to 10 hours per year of free County Counsel legal services to any school and other special district in Inyo County who requests it; after the first 10 hours, any additional services are billed at the rate of \$98 per attorney hour.¹ (County Code section 3.80.020 and 3.80.030.) Note that the same rate is also used for purposes of any County Counsel work that is billable internally to other county departments or projects— typically, this is work funded by grants or by other non-general fund sources that can be used to reimburse County personnel costs. Revenue from such billable work is a small but not insignificant component of the County Counsel's annual budget. The current \$98 per hour fee rate was established in 1996 (over 20 years ago) and is set forth in County Code section 3.80.030. According to Section 3.80.020 of the Code, the purpose of Chapter 3.80 is to recover the County's actual costs of providing County Counsel services (after the first 10 hours of free services).

Utilizing the same methodology that was used in 1996 to derive the current \$98 hourly rate -- which includes all of the County's direct and indirect costs (i.e., full cost recovery) -- the County Administrator's budget analyst has determined that the rate should now be \$151 per hour. Accordingly, the Board may wish to increase the hourly rate to \$151 per hour (or such lesser amount as the Board deems appropriate). It is perhaps worth noting that in today's market, \$151 per hour for legal services is very reasonable -- below even the discounted "government rates" paid by the County to its outside counsel. Because the current fee amount is set forth in the County Code, an ordinance amending the Code is necessary to change it. But rather than specify a new dollar amount in such an amendment, we recommend that your Board instead amend the Code to provide that the fee amount will be set from time to time by resolution of the Board. That way, any future increases to the fee may be accomplished more easily by resolution instead of by ordinance. Your Board previously introduced and waived further reading of such an ordinance at its meeting of October 3rd, thus the Board may now adopt that ordinance and also adopt the proposed resolution establishing a new County Counsel legal service fee of \$151 per attorney hour. The resolution provides that the fee increase would take effect concurrently with the ordinance amending Section 3.80.030.

¹ Independent of Chapter 3.80 and pursuant to negotiated agreements approved by your Board, the County Counsel's office provides legal services to some agencies on a flat-fee retainer approach (e.g., Great Basin Unified Air Pollution Control District and Eastern Sierra Transit Authority). Such agreements are outside the scope of this agenda item.

ALTERNATIVES:

The Board could take no action, thereby leaving in place the current wording of County Code Section 3.80.030, and the fee amount of \$98 per hour set forth in that Section. Or the Board could adopt the ordinance and the resolution but reduce the amount of the fee set by the proposed resolution. Such alternatives are not recommended as the current hourly rate of \$98 per hour is not fully recovering the County's actual costs of providing services, as intended by the County Code. The Board can provide any other desired direction to staff.

OTHER AGENCY INVOLVEMENT:

N/A.

FINANCING:

N/A.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>10/5/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>10/5/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____
N/A	

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

Marshall Rudolph Date: 10/9/17
(The Original plus 20 copies of this document are required)

Chapter 3.80**COUNTY COUNSEL LEGAL SERVICE FEE****Sections:**

- 3.80.010 Authority.**
- 3.80.020 Purpose.**
- 3.80.030 Fee.**

3.80.010 Authority.

Government Code Sections 26520 and 27642 authorize county counsel to render legal services to schools and other local public entities as requested, and to charge such schools and other local public entities a fee, not to exceed the total cost to the county, for the legal services rendered. (Ord. 966 § 1 (part), 1996.)

3.80.020 Purpose.

The purpose of this chapter is to allow the office of county counsel to provide up to ten hours per year of attorney time in rendering legal advice on ordinary and routine legal matters to each school or special district in Inyo County without fee, and to recover the county's actual costs for all other legal services provided by the office of county counsel to such districts. (Ord. 966 § 1 (part), 1996.)

3.80.030 Fee.

No fee will be charged to schools or other special districts in Inyo County for the first ten hours per year of county counsel attorney time in providing advice on ordinary and routine legal matters. All other advisory services and representation provided by the office of county counsel to such districts pursuant to their request, will be charged at the rate of ninety-eight dollars per attorney hour. (Ord. 966 § 1 (part), 1996.)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 3.80.030 OF THE INYO COUNTY CODE, PERTAINING TO THE FEE FOR COUNTY COUNSEL LEGAL SERVICES

WHEREAS, Section 3.80.030 of the Inyo County Code specifies a fee for county counsel legal services to schools and other special districts in Inyo County; and

WHEREAS, the amount of that fee has not been adjusted in over 20 years and is well below the County's current costs of providing county counsel legal services; and

WHEREAS, the Board wishes to amend Section 3.80.030 so that the fee amount may be adjusted from time to time by resolution of the Board;

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 3.80.030 of the Inyo County Code is hereby amended in its entirety to read as follows:

"3.80.030 Fee.

No fee will be charged to schools or other special districts in Inyo County for the first ten hours per year of county counsel attorney time in providing advice on ordinary and routine legal matters. All other advisory services and representation provided by the office of county counsel to such districts pursuant to their request, will be charged at an hourly rate in an amount set by resolution of the Board of Supervisors."

SECTION II: 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 same.

PASSED AND ADOPTED THIS __ DAY OF _____, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Tillemans, Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
INCREASING THE COUNTY COUNSEL LEGAL SERVICES FEE**

WHEREAS, pursuant to Section 3.80.020 of the Inyo County Code, the Inyo County Counsel's office provides legal services to schools and special districts;

WHEREAS, the current fee for such legal services of \$98 per attorney hour has not been adjusted in over 20 years and is now well below the County's costs for providing such services;

WHEREAS, it is necessary to increase the fee amount to \$151 per attorney hour in order to fully recover the County's current costs of providing those services; and

WHEREAS, the Board has conducted a noticed public hearing regarding the proposed fee increase in accordance with Government Code section 66018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that the amount of the fee for County Counsel legal services referenced in Section 3.80.030 of the Inyo County Code (and otherwise used for any county counsel services billed by the hour) is hereby increased to \$151 per attorney hour.

BE IT FURTHER RESOLVED THAT the fee amount set by this Resolution shall be effective concurrently with the ordinance adopted this same date amending Section 3.80.030 of the Inyo County Code in order to provide that the amount of the county counsel legal services fee shall be set by resolution.

PASSED AND ADOPTED on this _____ day of _____, 2017, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MARK TILLEMANS, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board

#30



COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

Inyo County Capital Asset Leasing Corporation
Annual Financial Report
October 11, 2017

History:

In 1990, the Inyo County Capital Asset Leasing Corporation issued Certificates of Participation (COPs) in the total amount of \$5,000,000.00 for the primary purpose of financing a new County Jail and Juvenile Detention Facility. In 1999, the County paid down the outstanding COP principal by \$900,000.00, and issued refunding COPs in the amount of \$2,940,000.00 in order to take advantage of lower interest rates, and thereby reduce the County's interest costs and annual debt (lease) payments. The County posted Assessor's Parcel Number 002-133-02 (new County Jail land and improvements) as collateral on the 1999 Refunding COPs.

Cash Assets:

On February 1, 2011, the final payment on the financing for the County Jail and Juvenile Facility was made, effectively bringing the Reserve fund to a zero balance and closing the account. There are no cash assets.

Current Standing:

The Capital Asset Leasing Corporation currently has no issuances. The Corporation remains in effect and positioned to provide services for any future debt service financing the County may enter into.

Bond Rating:

Over the life of the financing, Moody's Investor Service rated the County's 1999 Refunding COPs at Baa1. This rating has since been reaffirmed. The County will obtain an updated financial review when it seeks any future financing packages.

Prepared by: Alisha McMurtrie, Treasurer-Tax Collector



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 p.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 17, 2017

SUBJECT: 2017 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA).

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Conduct the first public hearing to consider submitting an application for 2017 CDBG funding and if necessary, set a second public hearing date for November 21, 2017 meeting the requirement of 30-days between the two hearings. Consider general projects that the County can submit an application for, including from the Southern Inyo Fire Protection District. If held, the November 21, 2017 hearing will be to consider specific applications. The NOFA for the CDBG funding was released on September 1, 2017 with applications due December 1, 2017.

SUMMARY DISCUSSION:

On December 13, 2016 planning staff presented to your Board the federal objectives of the CDBG program; the potential grant amounts and eligible activities (Attachment – 2017 CDBG Application Funding Limits and Eligible Activities Chart); and two early interest projects. These projects consisted of the Southern Inyo Fire Protection District requesting the County to apply for funding for a new firehouse and community pool and the County Public Works Department for the Lone Pine water system.

The fire district described the need for a new facility to house fire equipment and an office and that the pool would serve the dual purpose of providing a public swimming pool for the residents of Tecopa as well as a water source for fire protection. Staff added that this pool would have to be maintained by the Fire District or another group as the County does not have the resources to do so. The Southern Inyo Fire District will be holding a Board meeting to discuss their interest in pursuing the 2017 CDBG grant funding and due to timing requirements set forth in the grant application this could not be accomplished prior to this first hearing.

The Public Works Department requested that the County resubmit for CDBG funds for upgrades to the Lone Pine water system. This was applied for previously in 2013, but due to unclear geographic area requirements that the County was unable to demonstrate, the grant was not awarded to the County. To meet the requirements of the grant an income survey must be prepared for the area the water district serves. This task cannot be completed in time to meet the December 1, 2017 grant submittal deadline; therefore, the Public Works Department has indicated they are not interested in pursuing CDBG funding this year.

To pursue the Program, the County must first hold two public hearings; today's hearing being the first. This first public hearing is intended to identify general projects for which the County could submit an application. The second public hearing, which must be held at least 30-days after the first public hearing, is to consider a specific application.

ALTERNATIVES:

Find that it is not necessary to set a second public hearing date and do not participate in the 2017 CDBG program.

OTHER AGENCY INVOLVEMENT:

US Department of Housing and Urban Development, California Department of Housing and Development, Southern Inyo Fire Protection District.

FINANCING:

If the Board decides to proceed with the CDBG application process, it will potentially require staff resources to write grant proposals, coordinate with other agencies in the preparation of grant proposals and noticing public hearings, preparing staff reports and reviewing the grant applications. County staff time would be required to manage any sub-recipient agreements with outside agencies if they are awarded a grant, including the review and approval of fund requests, issuance of checks, and reviews and sign-offs on quarterly, annual and final reports.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/5/17

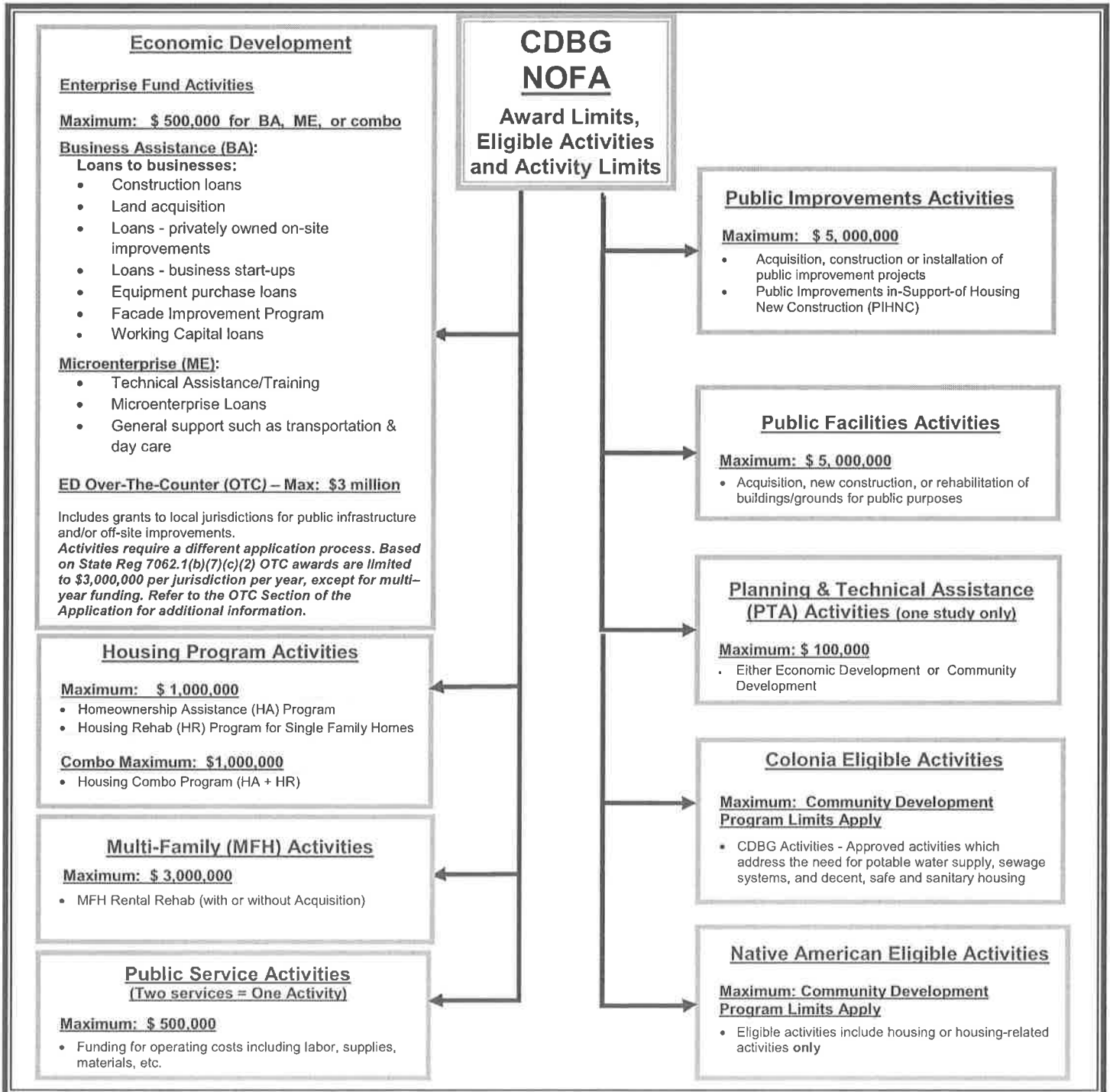
Attachment: 2017 CDBG - Funding Limits and Eligible Activities Chart

2017 CDBG APPLICATION

Funding Limits and Eligible Activities Chart

Application Maximum \$5,000,000 (excluding Colonia, Native American and OTC Activities)

Only two activities per application, except for combination programs, public services, or planning activity



33

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: **587441**
Receipt Number: **2458610**
Geographical Code: **1401**
Copies Mailed Date: **October 3, 2017**
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **R & S BEVERAGE COMPANY L-PSHIP**
Name of Business: **R & S BEVERAGE COMPANY L-PSHIP**
Location of Business: **647 N MAIN ST
BISHOP, CA 93514**

County: **INYO**

Is Premise inside city limits? **Yes**

Census Tract **000400**

Mailing Address: **17500 ADELANTO RD
ADELANTO, CA 92301-1744**
(If different from premises address)

Type of license(s): **09, 17**

Transferor's license/name: **220690 / P S K INC**

Dropping Partner: Yes No

RECEIVED
2017 OCT 11 PM 1:16
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
09 - Beer And Wine Importe	PERSON-TO-PERSON TRANSFER	NA	N	1	10/03/17	\$47.00
09 - Beer And Wine Importe	DUPLICATE/SECONDARY	NA	N	1	10/03/17	\$74.00
17 - Beer And Wine Wholes	ANNUAL FEE	NA	Y	0	10/03/17	\$310.00
17 - Beer And Wine Wholes	PERSON-TO-PERSON TRANSFER	NA	Y	0	10/03/17	\$207.00
NA	ISSUE TEMPORARY PERMIT	NA	N	1	10/03/17	\$100.00
Total						\$738.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

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

STATE OF CALIFORNIA County of INYO

Date: October 3, 2017

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

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

Applicant Name(s)

Applicant Signature(s)

R & S BEVERAGE COMPANY L-PSHIP

See 211 Signature Page

Original Sign On Forthcoming